

**CITY OF SULTAN
COUNCIL MEETING – COMMUNITY CENTER
August 27, 2015**

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

CHANGES/ADDITIONS TO THE AGENDA

PRESENTATIONS

- 1) Business Spotlight – J.D. Slicks Bar & Eatery
- 2) Volunteer Spotlight – Sultan VFW

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

STAFF REPORTS – Written Reports Submitted

- 1) Public Works

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

- 1) Minutes of the August 27, 2015 Council Meeting
- 2) Approval of Vouchers – 2015
- 3) Approval of Budget and Council meeting schedule

ACTION ITEMS:

- 1) Shaftless Spiral Fine Screen Replacement Contract
- 2) Main Pump Station Control Replacement Contract Ratification
- 3) City Phone System Replacement

DISCUSSION: Time Permitting

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

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

CITY OF SULTAN
AGENDA ITEM COVER SHEET



Agenda Item: P- 1
Date: August 27, 2015
SUBJECT: Business Spotlight – J.D. Slick’s Bar and Eatery

CONTACT PERSON: Donna Murphy Grants and Volunteer Coordinator

ISSUE:

The issue before the Council is to recognize J.D. Slick’s Bar and Eatery as the City of Sultan’s Business Spotlight for August, 2015.

SUMMARY STATEMENT:

J.D. Slicks Bar and Eatery is located at 923 US 2 in Sultan and has one employee, the rest of the staff are 3 family members.

Joe Schlicker was born in Everett and grew up in Sultan. He met Dawn, his wife of 34 years who was raised on a farm in Snohomish and they now have 4 sons, all of whom help out at the bar when needed.

J.D. Slick’s Bar and Eatery is a family run business and has been since they opened their doors on June 1, 2013. They’re a full bar featuring specialty cocktails, all drinks are made from scratch using real fruit, not mixes. They serve Fryer food, burgers, BLT’s and salads and offer pull tabs.

J.D. Slick’s sponsors poker tournaments, 9 Ball and 8 Ball Leagues, Horseshoe League, Dart League and just new this month, Arm Wrestling Contests. In 2016 they’re going to sponsor the Canadian/American Arm Wrestling Championship.

Joe and Dawn also provide Karaoke, DJ music and live music. Joe is the lead singer in the Joe Slick Band that performs in all the major casinos in Washington, Oregon and Idaho. They do Military Benefits and donate all the proceeds to the Injured Veterans Foundation.

“Business is great”, commented Dawn Schlicker. “We just opened a beer garden and outdoor bar that has proven to be very successful”, added Joe.

In the next 2 – 5 years Joe and Dawn envision expanding the building, having a bigger beer garden and expanding the menu offering a full service menu with lunch and dinner.

They visualize the bar being the premier spot for entertainment; bringing more events to the area like Arm Wrestling and similar sporting events.

Joe proudly states, "This is the only bar in town with air conditioning, it's a Cool Environment".

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: P- 2

DATE: August 27, 2015

SUBJECT: Mayor Eslick's **STARS & STRIPES** Spotlight

CONTACT PERSON: Donna Murphy, Grants and Volunteer Coordinator

ISSUE: To recognize the Chuck Donahue as Mayor Eslick's STARS & STRIPES Spotlight



SUMMARY:

Sultan Veterans of Foreign Wars, Post #2554 was established in 1933. The Post was very active for many years, but the membership and attendance at the meetings fell dramatically in the past 10 years.

In 2007, Chuck Donahue, who was an Army Specialist 5th Class and Viet Nam Veteran joined the Post which had around 33 members but hardly ever had enough members at meetings to have a quorum.

Chuck was elected the new Commander in May, 2013 and in November discovered that \$92,000 had been stolen from the post. It was all the money the Post earned from the sale of their building in 2003. At this time he was afraid that the Post might have to close but he was not willing to give up yet.

Chuck and his wife sent out postcards to all the members telling them it was very important for them to be present at their monthly meeting in December. There were 11 members in attendance when he told the Post Members what had happened. Four men stepped up and between them donated \$600 to keep the Post going. When charges were filed against the thief the news media found out and it was covered on KIRO 7 and KOMO 4 and then the public began donating.

The VFW traditionally gives a \$1,000 scholarship every year but this year they couldn't, until one person stepped up and gave them \$1,200 to cover the scholarship. With the money donated the Post was able to remain open and membership has even increased. After prosecution, because the Post was bonded, the Bonding Company paid \$70,000.

Chuck and the post members, from both the VFW and the Auxiliary became more involved at school assemblies, taking part in the Veteran's Day ceremony, doing free face painting at the Easter Egg Hunts, participating in the Shindig by being in the parade and having a booth at the fair, and also organizing a Thanksgiving Dinner for

Veterans. The VFW contributes regularly to Veterans Programs and helps local Veterans in need.

Many of the VFW members are volunteers and help throughout the community. Updating to modern day technology with a post newsletter, email and a facebook site has increased interest in the VFW and the post. Many other posts in District 1 are successfully following their example.

The effort to get American flags for our Main Street, "The American Flag Project," begun by Christina Nelson Sivewright and her then fiancé Dave Sivewright, won "Project of the Year" from the National VFW. It also won \$1,000 to help complete drilling of the post holes for flags to be placed along the rest of Main Street and along Highway 2. All they need now are 106 flags at \$30 each. Members from the post along with volunteers from the community are active in raising and retiring the flags on National holidays and for the first time in many years at Shindig this year. American pride is alive in Sultan!

In 2015 the Sultan VFW Post 2554 received:

- First Place in the State and Nationals for their Post Newsletter
- Post of the Year by VFW District 1 (Snohomish County)
- All State Post – Memberships at 150%, now boasting 52 members, outstanding participation in VFW Programs and Post Project were part of the judging process.
- First Place from National VFW for the "American Flags Project."
- All American Post - This award based on increasing membership to at least 50 members.
- Chuck personally received, "All American Post Commander of the Year," the highest national award a Commander can achieve. This is based on all of the awards and achievements over the past year.

Judy Donahue, who is Chuck's wife of 45 years, is the President of the Ladies Auxiliary which will soon become "The Auxiliary", welcoming men also. Both the VFW and the Auxiliary are looking for new members. Qualifying for the VFW requires only that you have served in a foreign war. The Auxiliary accepts persons who are a wife, husband, son, daughter or grandchild of a veteran who served in a foreign war.

Chuck would like to thank all of the dedicated members of the post who helped get them to this award winning position. It is definitely a great team effort.

SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

ITEM NO: SR – 1
DATE: August 27, 2015
SUBJECT: Public Works Monthly Report
CONTACT PERSON: Mick Matheson, P.E., Public Works Director



ISSUE:

Provide monthly reports to Council regarding:

- City of Sultan Water Plant Production and Operation
- Everett Meter Readings
- 2015 Water Meter Replacement Program
- 2015 Fire Hydrant Exercising Schedule
- City of Sultan Wastewater Treatment Plant Operation
- Recycling and Garbage Reports
- Cemetery Report
- Field Supervisor Report

SUMMARY:

There are twelve total attachments. Seven attachments are designed to provide information regarding the City of Sultan's water production, a water supply comparison, water meter replacement program, fire hydrant exercising schedule and information on the Everett meter readings.

Lastly, there are five attachments designed to provide information with respect to the City of Sultan's Wastewater Treatment Plant operation, garbage collection, recycling, cemetery and current public works crew activities. The attachments are updated monthly.

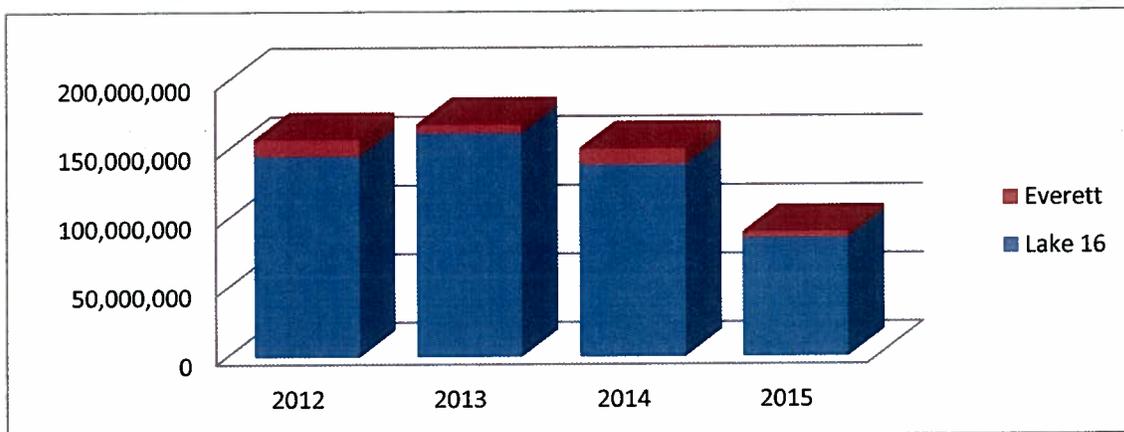
ATTACHMENTS:

Attachment A	Lake 16 vs. City of Everett Water Supply Comparison
Attachment B	Lake 16 Production for 2015
Attachment C	City of Sultan Water Plant Production Past 6 Years
Attachment D	Yearly Totals to Distribution System
Attachment E	2015 Water Meter Replacement Schedule
Attachment F	2015 Fire Hydrant Exercising Schedule
Attachment G	Everett Meter Readings for 2015
Attachment H	City of Sultan Wastewater Treatment Plant Operational Report
Attachment I	Garbage Report
Attachment J	Recycling Report
Attachment K	Cemetery Report
Attachment L	Field Supervisor Report

Lake 16 vs. City of Everett Water Supply Comparison

Yearly Totals for Lake 16 and Everett Productions

	2012	2013	2014	2015
Lake 16	146,762,070	163,185,000	140,098,000	86,818,150
Everett	11,943,316	6,154,544	11,577,544	4,040,696
Total Gallons	158,705,386	169,339,544	151,675,544	90,858,846
% Everett	8%	4%	8%	4%



NOTE: ALL NUMBERS ARE IN GALLONS

LAKE 16 ANNUAL PRODUCTION

MONTH	RUN TIME HOURS	FLOW	FLUSHES	BACKWASH	FILTER TO WASTE	TOTAL TO TOWN	CHLORINE POUNDS	FILTER AID/POUNDS	COAGULANT LBS	CAUSTIC LBS	FLUORIDE LBS	SODA ASH LBS
Jan-15	249.2	11,085,000	595,200	1,089,000	618,750	8,782,050	128.5	1.7	1,499	1,487	84.0	1502.9
Feb-15	218.9	9,762,000	528,000	860,000	528,750	7,845,250	109.4	1.1	1,320	1,680	66.2	1563.0
Mar-15	273.1	12,339,000	873,600	1,090,000	618,750	9,756,650	136.6	1.9	1,546	1,653	81.0	1488.0
Apr-15	282.9	12,741,000	681,600	929,000	562,500	10,567,900	137.7	1.9	1,759	1,745	87.0	1643.0
May-15	324.6	14,666,000	777,600	995,000	596,250	12,297,150	149.6	2.0	1,573	1,921	98.0	1,821.0
Jun-15	432.0	19,483,000	1,036,800	1,331,000	675,000	16,440,200	192.4	2.5	1,939	2,742	149.0	2,354.0
Jul-15	485.7	21,852,000	1,171,200	1,473,000	720,000	18,487,800	223.4	2.9	2,393	3,774	175.0	2,751.0
Aug-15						0						
Sep-15						0						
Oct-15						0						
Nov-15						0						
Dec-15						0						
TOTALS	2,266.4	101,928,000	5,664,000	7,767,000	4,320,000	84,177,000	1,077.6	14.0	12,029	15,002	740.2	13,122.9
AVERAGE	323.8	14,561,143	809,143	1,109,571	617,143		153.9	2.0	1,718	2,143	105.7	1,874.7

FLOW/FLUSHES/BACKWASH/FILTER TO WASTE/ TOTAL TO TOWN NUMBERS ARE ALL IN GALLONS

**CITY OF SULTAN
Water Plant Production Past 6 years**

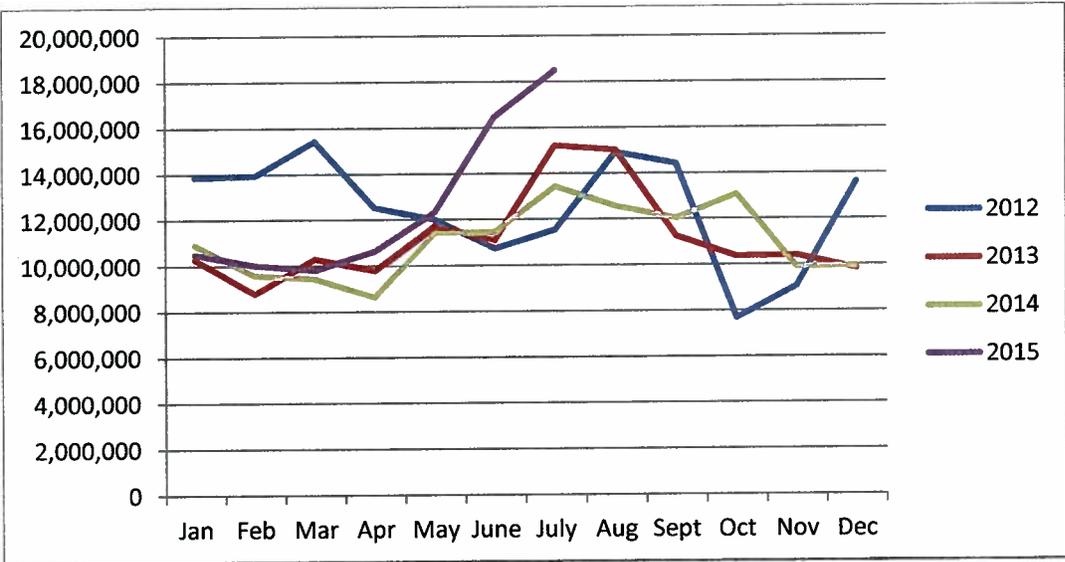
ATTACHMENT C

	2010	2011	2012	2013	2014	2015
JAN	11,986,600	11,816,800	13,837,500	12,695,000	13,552,000	11,085,000
FEB	10,940,800	11,059,100	13,917,500	10,821,000	11,889,000	9,762,000
MARCH	12,070,300	11,246,150	15,413,700	12,453,000	11,968,000	12,339,000
APRIL	11,473,900	3,636,500	12,509,700	12,330,000	10,739,000	12,741,000
MAY	12,080,100	0	11,994,500	14,516,000	14,191,000	14,666,000
JUNE	10,055,300	0	10,721,850	13,654,000	14,036,000	19,483,000
JUL	16,291,400	0	11,536,100	18,270,000	16,632,000	21,852,000
AUG	16,332,850	0	14,897,550	16,369,000	15,095,000	
SEPT	11,716,200	0	14,403,400	13,820,000	14,458,000	
OCT	11,049,000	0	7,669,000	12,901,000	9,691,000	
NOV	11,755,700	4,359,500	9,048,000	13,074,000	10,339,000	
DEC	11,397,000	13,589,000	10,813,600	12,282,000	11,966,000	
AVG	12,262,429	4,642,254	12,230,200	13,598,750	12,879,667	14,561,143
TOTAL	147,149,150	55,707,050	146,762,400	163,185,000	154,556,000	101,928,000

YEARLY TOTALS TO DISTRIBUTION SYSTEM

	2012	2013	2014	2015
Jan	13,837,500	10,271,500	10,896,750	10,494,970
Feb	13,917,500	8,778,600	9,565,500	10,011,458
Mar	15,413,700	10,295,800	9,414,140	9,808,262
Apr	12,509,700	9,775,750	8,608,100	10,624,748
May	11,994,500	11,709,190	11,414,350	12,312,858
June	10,721,850	11,106,400	11,442,950	16,476,104
July	11,536,100	15,208,100	13,420,500	18,487,800
Aug	14,897,550	15,005,000	12,551,110	
Sept	14,403,400	11,235,750	12,015,410	
Oct	7,669,000	10,349,400	13,065,976	
Nov	9,048,000	10,396,050	9,876,190	
Dec	13,589,000	9,823,500	9,933,596	
TOTAL	149,537,800	133,955,040	132,204,572	88,216,200
AVG	12,461,483	11,162,920	11,017,048	12,602,314

ALL NUMBERS ARE IN GALLONS



2015 WATER METER EXCHANGE SCHEDULE

Month-Year	Actual # Meters Changed	Program Goal	Remaining Meters at Month End
Beginning Balance			129
Jan-15	3	25	126
Feb-15	102	25	24
Mar-15	6	25	18
Apr-15	3	25	15
May-15	24*	25	15**
Jun-15	0	25	15**
Jul-15	1	25	14**
Aug-15		25	
Sep-15		25	
Oct-15		25	
Nov-15		25	
Dec-15		25	
TOTAL	115	275	

* New electronic meters installed in Wildwood and Steen Park.

** All remaining meters are commercial.

2015 FIRE HYDRANT EXERCISING SCHEDULE

Month-Year	Actual # of FH's Exercised	Program Goal	Remaining FH's at Month End
Jan-15	0		257
Feb-15	22		235
Mar-15	14		221
Apr-15	18		203
May-15	8		195
Jun-15	0*		195
Jul-15	0*		195
Aug-15			
Sep-15			
Oct-15			
Nov-15			
Dec-15			
TOTAL	62		195

* No flushing performed because of water conservation in hot weather

2015 GARBAGE REPORT

	2014 TONS	2014 COST	2015 TONS	2015 COST
January	154.42	\$16,216.00	145.33	\$15,261.00
February	121.97	\$12,809.00	128.13	\$13,455.00
March	147.69	\$15,509.00	138.96	\$14,593.00
April	126.11	\$13,248.00	140.13	\$14,715.00
May	161.18	\$16,930.00	145.89	\$15,320.00
June	151.83	\$15,943.00	140.38	\$14,743.00
July	142.83	\$15,001.00	153.48	\$16,093.00
August	143.13	\$15,030.00		
September	155.61	\$16,233.00		
October	162.67	\$17,079.00		
November	131.56	\$13,797.00		
December	157.68	\$16,558.00		
TOTALS	1,756.68	\$ 184,353.00	992.30	\$104,180.00

City of Sultan
Tonnage

Commodity	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Total
Recycle	3.57	2.85	2.68	3.21	2.89	2.78	3.39	-	-	-	-	-	21.37
Recycle	2.86	2.48	2.65	2.46	2.37	3.67	2.66	-	-	-	-	-	19.15
Recycle	46.38	33.91	40.74	34.90	34.11	46.89	35.24	-	-	-	-	-	272.17
Total Recycle	52.81	39.24	46.07	40.57	39.37	53.34	41.29	-	-	-	-	-	312.69
Yardwaste	0.19	0.27	0.34	0.46	0.53	0.56	0.19	-	-	-	-	-	2.54
Yardwaste	0.04	0.05	4.81	6.55	7.48	8.02	2.72	-	-	-	-	-	29.67
Yardwaste	12.30	17.81	22.72	31.57	36.97	41.16	14.27	-	-	-	-	-	176.80
Total Yardwaste	12.53	18.13	27.87	38.58	44.98	49.74	17.18	-	-	-	-	-	209.01

**CEMETERY REPORT
BURIALS**

103 Cemetery Operating Fund

Description	2015 BUDGET	2015 ACTUAL
Revenue		
Beginning Balance	0	5,200
Cemetery Fees	25,000	22,778
Investment Interest	100	0
Total Resources	25,100	27,978
Expenditures		
Total Expenditures	23,440	16,152
Ending Fund Balance	1,660	11,826

Burials	YTD 2015
Ash	5
Full	3

These numbers are January 2015 through July 2015

SULTAN CITY COUNCIL

AGENDA ITEM

DATE: August 27, 2015
SUBJECT: Public Works Projects-Update
CONTACT PERSON: Connie Dunn, Public Works Supervisor

ISSUE:
The Public Works projects list and status report.

WATER:
It has been dry! The council has chosen to call for a Level 2 water conservation action plan for the City on recommendation of the staff. We are following the guidelines set by other cities and water districts in Western Washington.

PARKS:
The Parks have been well used this summer from birthday parties to block parties, as well as several families and people walking their dogs on the Osprey Park Trail System. With the warm weather there have been several activities out of doors in the community.

WASTEWATER TREATMENT PLANT:
The WWTP has been awarded the 2014 Outstanding WWTP Award for the 3rd year in a row. This means that John Harris and Todd Strom are doing a great job at the WWTP and there were no violations at the plant in 2014.

The energy efficiency work has gone well; a new Dissolved Oxygen (DO) Probe and HVAC unit have been installed; outside lights have been upgraded to save energy. The second mixer in the Oxidation Ditch is scheduled to be completed this fall.

RH2 and the City have had two meetings on the Emergency Improvements on the Lift Station.

STREETS:
We have been patching streets. In recent weeks the wooden 4 x 4 sign posts are being painted.

Thank you,
Connie Dunn

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: Consent C 1
DATE: August 27, 2015
SUBJECT: Council Meeting Minutes

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

SUMMARY:

Attached are the minutes of the August 13, 2015 Council meeting as on file in the office of the City Clerk.

RECOMMENDED ACTION:

Approve as submitted.

CITY OF SULTAN COUNCIL MEETING – August 13, 2015

Mayor Eslick called the regular meeting of the Sultan City Council to order in the Sultan Community Center. Councilmembers present: Seehuus, Walker, Davenport-Smith, Neigel, Naslund and Beeler. Student Representative: Vernon Johnson; Absent: McCarty

CHANGES/ADDITIONS TO THE AGENDA:

Consent: Add excused absence of Councilmember McCarty.

Move: Action Item Declaration of Emergency – Main Pump Station and discussion item Startup Water District to the beginning of the agenda.

Move Water Conservation Level II to action

COMMENTS FROM THE PUBLIC:

Carl Brida: Expressed concern over the conditions of the downstairs bathroom; garbage next to the buildings, bikes on the sidewalks and trespassed people in the building.

Bart Dalmasso: Opposed the \$21,000 cost for a garbage rate study. City should go to private service and sell city equipment to save money.

Kay George: Objected to the garbage rate study as she has already presented a cost comparison for the city. City will have to pay staff to provide information to the consultant.

Russell Wiita: Sky Valley Art Council is raising money for the restoration project for mural on the end of the Post Office. It is a worthy cause and the city should adopt a resolution of support for the group to help raise funds.

COUNCILMEMBER COMMENTS

Davenport-Smith: Thanks for comments about city hall – would like to see increased patrol to make it safer for the citizens. Supports resolution for the Art Council project.

Neigel: Thanks for comments. Need to make sure there is no potential for health hazards. A measure to deter bikes might be a bike lane.

Beeler: Safety in the city has been discussed and the Police Chief believes crime is down. Hiring another officer is expensive however, more police presence is needed. If the city doesn't hire a professional consultant for the Garbage rate study, residents may challenge the numbers provided. He objects to the theory that the city will pay twice or citizens will pay half of the current costs for service. The rate study will provide appropriate costs.

Chief Monte Beaton: They are considering a proposal to bring a deputy on half time for a few months to provide more presence in city hall and the businesses. Need to address traffic safety – infractions are down but collisions are up.

Ken Walker – City Administrator: Is currently working on the Prosecutor service request for qualifications and reviewing costs for law enforcement and prosecution. Has been working with staff to improve the area around city hall.

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

- 1) Code Enforcement
- 2) Police Report
- 3) Volunteer Report

CITY OF SULTAN COUNCIL MEETING – August 13, 2015

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 Seehuus, seconded by Councilmember Davenport-Smith the consent agenda was approved as amended. Seehuus – aye; Walker – aye; Davenport-Smith – aye, Neigel – aye; Naslund – aye, abstain on minutes; Beeler - aye.

- 1) Approval of the July 23, 2015 Council Meeting Minutes
- 2) Approval of Vouchers in the amount of \$577,333.14 and payroll through July 31, 2015 in the amount of \$90,476.79 to be drawn and paid on the proper accounts.
- 3) Adoption of Ordinance 1218-15 Zone Change
- 4) Excused absence of Councilmember McCarty from the August 13, 2015 meeting.

ACTION ITEMS:**Declaration of Emergency – Main Pump Station**

The issue before the city council is to adopt Resolution No. 15-09 declaring an emergency and waiving competitive bidding requirements under RCW 39.04.280 to provide necessary electrical components and repair the Main Pump Station.

The City has been experiencing significant issues the past few days with the Main Pump Station, including electrical panel malfunctions that have caused the pumps to run dry, which if left unattended, could result in catastrophic failure. The City's service provider has been brought in to evaluate the issues and is working on a short-term solution to temporarily fix the situation. The current situation qualifies as an emergency. Staff met with RH2 on August 6, 2015 to discuss options. It is critical that the electrical panel and telemetry be replaced as soon as possible. To accomplish this, a "design-build" approach is warranted to accelerate the timeline for completion to approximately 6-8 weeks. If traditional design/bid/build approaches are taken, the process would be significantly extended which is very dangerous heading into the wet winter season while the Main Pump Station experiences a significant increase in flow. The new system is a long-term fix and is projected to last over 30 years.

There is no fiscal impact with adopting Resolution No. 15-09 declaring an emergency. The total electrical equipment costs estimated by RH2 including the pump control panel, telemetry panel, instrumentation, electrical installation, programming, and startup/testing is approximately \$143,000 which includes a 25 percent contingency. Bond proceeds of \$254,000 were specifically obtained for the Main Pump Station in 2014 and are available.

Discussion: Age of equipment; increase in load later in this year; not short term fix will last for about 30 years; surplus value of existing equipment.

On a motion by Councilmember Davenport-Smith, seconded by Councilmember Seehuus, Resolution No. 15-09 declaring an emergency and waiving competitive bidding requirements under RCW 39.04.280 to provide necessary electrical components and repair the Main Pump Station was adopted. All ayes.

Resolution 15-08 - Fire Hydrants

The issue before the Council is to adopt Resolution 15-08 establishing new fire hydrant paint standards in the City of Sultan's Water and Sewer Engineering Standards to allow alternative colors and design patterns subject to approval of the Public Works Director.

The City Council of the City of Sultan has determined that it is in the best interest of the City of Sultan to partner with the Sky Valley Arts Council and Fire District 5 to promote a program to enhance the arts program and promote the artists in the area. The language in the City of Sultan's Fire Hydrant Paint Standards in the Water and Sewer Engineering Standards is proposed to be changed to allow alternative colors and design patterns subject to approval of the Public Works Director.

CITY OF SULTAN COUNCIL MEETING – August 13, 2015

On a motion by Councilmember Neigel, seconded by Councilmember Naslund, Resolution 15-08 establishing new fire hydrant paint standards in the City of Sultan's Water and Sewer Engineering Standards to allow alternative colors and design patterns was adopted. All ayes.

TIB Grant Application Approval – 2 projects

The issue before the Council is to authorize Mayor Eslick to sign the necessary documents to apply to the Transportation Improvement Small City Arterial Grant Program (SCAP), and Preservation Program. The grant proposals are:

1. Apply to the TIB for \$400,140 under the SCAP for funding to reconstruct 4th Street and 5th Street from the north edge of US 2 to the south edge of Alder Avenue.
2. Apply to the TIB for \$192,907 under the Small City Preservation program to overlay 700 feet of 4th Street from Fir Avenue to High Avenue.

The Transportation Improvement Board has called for projects for the TIB 2016 Small City Arterial Program (SCAP) and the Small City Preservation Program. Program applications are due August 21, 2015. Gray and Osborne helped the City prepare the grant applications on a pro bono basis. The TIB match requirement for the Small City Program is 5%, which will require \$21,060 of City funds. The match requirement for the Preservation Grant Program is also 5%, which will require \$10,253 of City funds.

On a motion by Councilmember Walker, seconded by Councilmember Davenport-Smith, staff was directed to apply to the TIB for \$400,140 under the Small City Grant Program for funding to reconstruct 4th Street and 5th Street from the north edge of US 2 to the south edge of Alder Avenue. All ayes.

On a motion by Councilmember Davenport-Smith, seconded by Councilmember Naslund, staff was directed to apply to TIB for \$192,907 under the Small City Preservation Grant Program to overlay 700 feet of 4th Street from Fir Avenue to High Avenue. All ayes.

Timber Harvest Contract

The issue before the City Council is to authorize the Mayor to sign a contract with Bowman Logging Company to perform a timber harvest in the City's watershed pursuant to the terms outlined in the agreement. The City has been working with Lusignan Forestry Inc. to implement the next stage of the forestry management plan in the City's watershed. Lusignan has traditionally worked with Bowman Logging Company due to their familiarity with the watershed and the timber within it. The timber harvested will be sold by Lusignan Forestry to timber purchasers. All revenue from the sale of timber must be deposited into the Water Capital Fund.

Discussion: Jim Frost advised there will be a thinning and a harvest and in the past they have bid out the harvests. Is concerned that the combined project needs someone familiar with the watershed to project the city. Proposed Bowman do the entire project and will bid the wood sales.

On a motion by Councilmember Naslund, seconded by Councilmember Seehuus, the Mayor was authorized to sign a contract with Bowman Logging Company to perform a timber harvest in the City's watershed pursuant to the terms outlined in the agreement. All ayes.

Water Booster Pump Project

The issue before the City Council is acceptance of the Energy Service Proposal for process and efficiency improvements for the City of Sultan's Potable Water Booster Pump Station, and to authorize the Washington State Department of Enterprise Services (DES) to generate contract documents for Energy Conservation Measure 5. The council authorized the completion of an Investment Grade Audit (IGA) of the City's Potable Water Booster Pump Station through the State's Energy Savings Performance Contracting

CITY OF SULTAN COUNCIL MEETING – August 13, 2015

(ESPC) program. The ESPC program is administered by the Department of Enterprise Services (DES). The scope of work and costs outlined in the Energy Services Proposal reflects work performed to date and presents a guaranteed maximum cost (GMAX) and guaranteed minimum energy savings per the State ESPC contract.

The Investment Grade Audit (IGA) of the existing booster pump station (BPS) has been completed. Through this IGA, the City was presented with a project solution that maximizes utility incentive dollars, improves system operation, addresses capital improvement needs, maximizes energy efficiency, and significantly improves fire flow to the City's pressure zones fed by the BPS.

The Booster Pump Station project will install five (5) new booster pumps and an above-grade metal building that will house the electrical, control and pumping equipment. A new emergency generator will be provided adjacent to the proposed BPS building. The intent of the project is to replace severely aged equipment and maximize energy efficiency, while meeting the water demand to zone 632 and 447, as well as supplement flows required to be conveyed to the 323 zone via Pressure Reducing Valve #3 during a fire flow event.

The total project cost including DES fees and tax is \$2,061,685 including owner contingency. This is a guaranteed maximum cost with any savings being passed on to the City. The project is funded through bond proceeds obtained in 2014 in anticipation of the project, and water capital funds.

On a motion by Councilmember Neigel, seconded by Councilmember Davenport-Smith, the Council accepted the Energy Service Proposal for process and efficiency improvements at the City's Potable Water Booster Pump Station, and to authorize the Washington State Department of Enterprise Services (DES) to generate contract documents for Energy Conservation Measure 5. All ayes, except Councilmember Naslund who voted nay.

Garbage Rate Study – Professional Service Contract with Katy Isakson & Associates

Authorize the Mayor to sign a contract not to exceed \$21,000 with Katy Isaksen & Associates to conduct a solid waste (garbage) rate study to ensure adequate financial resources to fund operations, maintenance and equipment replacement in the City's garbage utility.

The city purchased a new 2015 Autocar garbage truck with an automated Heil body that requires less operator labor and utilizes larger garbage totes(containers) resulting in a decrease in frequency of collection from every week to every other week. Ordinance 1209-15 reduced garbage utility rates by ten percent (10%) and proposed a garbage rate study six months after the new operation and service was in place.

City staff recommends contracting with Katy Isaksen & Associates to conduct a solid waste rate study. The firm is familiar with Sultan's financial history and community culture and is a well-known and respected firm in the region for performing utility rate studies for municipal governments and utility districts. There is no city or state requirement to bid professional services work. The proposed scope of work is \$21,000. The Garbage Utility operating budget has adequate funds available for the garbage rate study.

Given the current business climate in the public sector, a "cost of service" or "rate study" is an essential tool to help the city council focus on financial and management issues facing the city's solid waste utility. Most importantly, a well-planned and detailed rate analysis can be used to measure the revenues the city will need to provide the desired levels of service, while at the same time helping establish fair, equitable, stable, and defensible solid waste user rates.

On a motion by Councilmember Naslund, seconded by Councilmember Walker, the Mayor was authorized to sign a contract not to exceed \$21,000 with Katy Isaksen and Associates to conduct a garbage rate study. All ayes.

CITY OF SULTAN COUNCIL MEETING – August 13, 2015**Ordinance 1219-15 Nuisance Code**

The issue is to adopt Ordinance 1219-15 to amend and update the Sultan's Nuisance Code with goals of establishing an enforceable code with clear remedies, penalties and rights of the public, as prepared and submitted to the Council during the public hearing July 09, 2015.

The titles that broadly make up public disturbances suffer from internal inconsistencies; vague language that is subjective; enforcement that is often too onerous or simple impossible to enact; absent of specific, council and staff identified issues; lacks clear process for addressing violations; and identifies possible non-issues as enforceable offenses. Staff has reviewed the proposed code changes with Amy Mills, City Attorney.

On a motion by Councilmember Neigel, seconded by Councilmember Seehuus, Ordinance 1219-15, Nuisance Code, was adopted. All ayes.

Ordinance 1220-15 Camping Nuisance Code

The issue is to adopt Ordinance 1220-15 to provide regulations pertaining to camping in an enforceable code with clear remedies, penalties and rights of the public, as prepared and submitted to the Council during the public hearing July 09, 2015.

On a motion by Councilmember Davenport-Smith, seconded by Councilmember Walker, Ordinance 1220-15, Camping Nuisance Code, was adopted. All ayes.

Ordinance 1221-15 Vehicle Nuisance Code

The issue is to adopt Ordinance 1221-15 to provide regulation pertaining to inoperable and junk vehicles in an enforceable code with clear remedies, penalties and rights of the public, as prepared and submitted to the Council during the public hearing July 09, 2015.

On a motion by Councilmember Davenport-Smith, seconded by Councilmember Naslund, Ordinance 1221-15, Inoperable and Junk Vehicle Nuisance Code, was adopted. All ayes.

Interlocal Agreement – Building Inspection/Planning Services

The issue before the city council is to authorize the Mayor to sign the Snohomish County Interlocal Agreement for Building/Construction/Land Use/Fire Plan Review and Code Inspection Services.

The City of Sultan entered into an Interlocal Agreement with Snohomish County for Fire Inspection, Planning, Building/Construction Plan Review and Code Inspection Services in 2011. The agreement has been updated and changed to include Building, Construction, Land Use, Fire Plan Review and Code Inspection services. The cost of service is included in the permit and land use fees collected by the city.

On a motion by Councilmember Walker, seconded by Councilmember Davenport-Smith, the Mayor was authorized to sign the Snohomish County Interlocal Agreement for Building/Construction/Land Use/Fire Plan Review and Code Inspection Services subject to final review and approval of the City Attorney. All ayes.

Republic Services Recycling Rates

The issue before the City Council is to approve Republic Services proposed 3.80% recycle rate increase effective October 1, 2014 in accordance with Section 6.2(b) of the contract with the City of Sultan. Staff Recommends the Council approve the CPI increase of 3.80% in accordance with Section 6.2(b) of the contract. Staff further recommends that the current rate of \$9.15 per month for recycle services remain in effect until the Garbage Rate Study is complete.

CITY OF SULTAN COUNCIL MEETING – August 13, 2015

The proposed CPI increase is 3.80% and the rate increase is \$0.32 per month for a residential account. The cost breakdown for billing and account maintenance for Garbage and Recycling accounts will be calculated as part of the Garbage Rate Study.

Recycling is part of the Garbage Utility which is an enterprise fund. Enterprise funds need to be self-supporting but are not intended to be "profit-making" funds. Republic Services presents their request to increase rates on an annual basis and the city may update the ordinance to reflect the new rates. The Council needs to review the rates and administrative costs on an annual basis and determine if an increase is needed.

On a motion by Councilmember Naslund, seconded by Councilmember Seehuus, the Council approved the 3.80% CPI increase for Republic Services for Recycle Rates. All ayes.

Water Conservation – Level II Declaration

The issue before the City Council is to approve the declaration of a "Level II" water supply problem by the Public Works Director.

Record-setting low river levels combined with hot and dry weather have significantly increased the demand for water. This demand has led Everett, Seattle, and Tacoma to implement the second stage of their water shortage response plan with a goal of reducing water consumption by 10%.

The City of Sultan has a "Level II Water Supply Problem" defined in Sultan Municipal Code 13.13.030. During a Level II water supply problem, the Public Works Director shall implement voluntary water conservation measures, up to and including reduced or altered lawn-water schedules. Lake 16 (the City's raw water reservoir) is being monitored on a daily basis and is performing adequately, however it is being drawn down during periods of heavy usage, and to date is recovering. Staff recommends that the City of Sultan follow the lead of the region's largest water suppliers and declare a Level II Water Supply Problem.

Approval of a declaration of a Level II water supply problem will initiate a press release, and prompt City staff to include water conservation materials in the City's utility bills.

On a motion by Councilmember Walker, seconded by Councilmember Naslund, the Council approved the Level II Water Conservation Declaration. All ayes.

DISCUSSION ITEMS:

Budget Workshops and Meeting Dates

The issue before the City Council is to discuss dates for budget workshops and hearings. The Council will also need to revise the meeting schedule for November and December to avoid holidays.

Council Budget Workshops

Staff recommends the council schedule two budget workshops to allow in-depth discussion of council goals and policies, and other topics as identified by the mayor and city council. Generally, the council does not take action at its workshops. The proposed dates for 2015 are:

- September 12, 2015 - 2016 budget priorities from 9 AM to 12:00 PM
- October 10, 2015 - Mayor's recommended budget for 2016 from 9 AM to 2:00 PM

Budget Hearings:

- October 22, 2015 – General Fund, Debt Service, Reserve Funds
- November 5, 2015 – Public Works, Capital Projects

CITY OF SULTAN COUNCIL MEETING – August 13, 2015

Council Meetings:

To avoid the holidays in the months of November and December, the Council will change the regularly scheduled meetings to the first and third Thursday of the month. The revised scheduled will be:

- November 5, 2015 and November 19, 2015
- December 3, 2015 and December 17, 2015

Startup Water District

The issue before the City Council is to discuss a request from Startup Water District to connect to the City of Sultan water system, and provide staff with direction on next steps. Ms. Corrine Travis, P.E. with Gray & Osborne (Startup Water District's engineering consultant) is here tonight to help answer questions.

The Startup Water District is experiencing issues with one of their two wells that provide water to their system. The District declared an emergency in early July due to the limited source capacity and high usage already. The District's engineer (Gray & Osborne) has prepared a letter dated July 31, 2015 on the District's behalf requesting an intertie with the City of Sultan. The proposed intertie would be used in the event that the District's sources are impaired and cannot meet demand, either due to a natural disaster such as a drought, or due to contamination of the aquifer. The intertie would be used to supply domestic demands only and would not supply fire flow.

The District will be responsible for all costs associated with the analyses and studies, design, and construction of the intertie. The District will be seeking grant and loan funding assistance. The City of Sultan will not be impacted fiscally other than staff time spent communicating with the District or its representatives, and meeting with the City of Everett to discuss feasibility.

Discussion:

Potential to tie into the Everett Water system; use of city lines to weir water from Everett; restrictions by Everett due to water shortage; priority to Sultan customers first with valve to stop service to Startup; City's desire to continue to own water system; limit domestic use by Startup; city charges for current employees and would charge to recover the city cost of the water provided; active farms in Startup are on wells; need to work with the City of Everett; backup system only.

The consensus of the Council was to move forward with the proposal.

PUBLIC COMMENTS

Bart Dalmasso: Thanks for response to comments but if they check the published rates for garbage they are half of the city charges. Have librarian or staff provide keys to restrooms. Sheriff's department has been very responsive when he calls.

Kay George: Startup Water District should pay for all time including supervisors. Need to pass on costs the city pays for Everett water.

Tom Green: Many towns have camping sites for RV users and charge a small fee – would be nice in Sultan.

Vicki Stocking: Received approval for her fruit stand and now has notices of violations and would like to know why. Will be opening soon and feels she is being bullied.

Russell Wiita: Would support more police presence as he has campaign signs missing and vandalized.

CITY OF SULTAN COUNCIL MEETING – August 13, 2015

COUNCIL RESPONSE TO COMMENTS

Ken Walker: City staff and the Sheriff have been working with Vicki Stocking to open her fruit stand, however she is not in compliance with safety requirements. The information has been provided to her on multiple occasions.

Beeler: Important to work with people to get business open and it sounds like she needs some additional help.

EXECUTIVE SESSION:

On a motion by Councilmember Seehuus, seconded by Councilmember Walker, the Council adjourned to executive session at 8:40 PM to discuss Union Negotiations and Pending Litigation for one hour. All ayes. The council returned to regular session at 9:50 PM.

Adjournment: On a motion by Councilmember Seehuus, seconded by Councilmember Naslund, the meeting adjourned at 9:55 PM. All ayes.

Carolyn Eslick, Mayor

Laura J. Koenig, City Clerk

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM #: Consent 2
DATE: August 27, 2015
SUBJECT: Voucher Approval - 2015
CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

SUMMARY:

Attached are the vouchers for approval in the amount of \$98,913.79 and payroll through August 14, 2015 in the amount of \$75,154.71 to be drawn and paid on the proper accounts.

FISCAL IMPACT: \$174,068.50

RECOMMENDATION:

Approve the payment of vouchers as submitted.

**City Of Sultan
Voucher Approval
August 27, 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 #30827-29	\$ 4,595.44
Direct Deposit #17	\$ 24,444.09
Benefits Check #30822-26	\$ 34,229.17
Tax Deposit #16	\$ 11,886.01
Accounts Payable Checks #30830-70	\$ 88,816.06
ACH Transactions - DOR	\$ 10,097.73
 TOTAL	 \$ 174,068.50

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: 8/24/2015 - 11:21 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
30830	08/27/2015	AdvTele	Advocate Telecom	178.10	0
30831	08/27/2015	Alfa	Alfa Laval	22,418.87	0
30832	08/27/2015	amtest	AM Test	190.00	0
30833	08/27/2015	Aramark	Aramark Uniform Services - AUS We:	540.89	0
30834	08/27/2015	App	Associated Petroleum Products Inc	1,365.49	0
30835	08/27/2015	avery	Avery Automotive	1,887.68	0
30836	08/27/2015	bubba	Bubbas Bar & Grill Inc	162.90	0
30837	08/27/2015	Corin	Correctional Industries	585.04	0
30838	08/27/2015	DOE	Department of Ecology - Cashiering S	1,544.40	0
30839	08/27/2015	EvDC	Evergreen District Court	775.77	0
30840	08/27/2015	Eylander	Eylanders Sales & Service Inc	274.58	0
30841	08/27/2015	Finish	Finish Line Auto Body Paint and Cust	325.80	0
30842	08/27/2015	FireProt	Fire Protection Inc.	483.07	0
30843	08/27/2015	Frontier	Frontier	509.66	0
30844	08/27/2015	GBGeek	Gold Bar Geek	505.48	0
30845	08/27/2015	Groco	Groco, Inc	1,227.52	0
30846	08/27/2015	HDSupply	HD Supply Waterworks	2,091.22	0
30847	08/27/2015	HoneyB	Honey Bucket	246.40	0
30848	08/27/2015	Kenyon	Kenyon Disend PLLC	3,152.54	0
30849	08/27/2015	lowes	Lowe's	508.73	0
30850	08/27/2015	NorthSta	Northstar Chemical, Inc.	551.20	0
30851	08/27/2015	OASYS	Oasys Office Automation Systems	43.36	0
30852	08/27/2015	Pitney	Pitney Bowes	561.85	0
30853	08/27/2015	platt	Platt	250.40	0
30854	08/27/2015	PUD 1	PUD	5,570.95	0
30855	08/27/2015	PSE	Puget Sound Energy	157.46	0
30856	08/27/2015	RedApl	Red Apple Market	18.26	0
30857	08/27/2015	rh2	RH2 Engineering, Inc.	7,006.48	0
30858	08/27/2015	Robinson	Robinson Noble	468.52	0
30859	08/27/2015	SCpubwor	Snohomish County Finance	16,093.00	0
30860	08/27/2015	SnoPlan	Snohomish County Planning and Deve	5,376.25	0
30861	08/27/2015	SRDTF	Snohomish County Sheriff	4,532.01	0
30862	08/27/2015	soundpub	Sound Publishing Inc	125.56	0
30863	08/27/2015	Auditor	State Auditor's Office	708.80	0
30864	08/27/2015	JStrauss	Jason Strauss	240.19	0
30865	08/27/2015	TStrom	Todd Strom	43.56	0
30866	08/27/2015	TopSoils	TopSoils Northwest, Inc.	369.24	0
30867	08/27/2015	USBank	US Bank	34.00	0
30868	08/27/2015	UULC	Utilities Underground Location Center	16.94	0
30869	08/27/2015	Weed	Weed, Graafstra & Benson, Inc, P.S.	1,968.75	0
30870	08/27/2015	WH	WH Pacific	5,705.14	0
Check Total:				88,816.06	

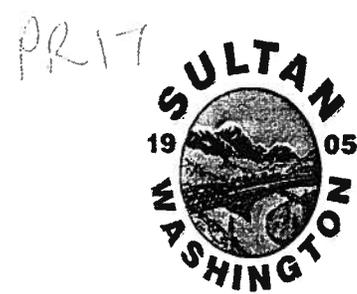


Check Date	Check Number	Employee No	Employee Name	Amount
08/20/2015	0	001	Laura Koenig	1,978.84
08/20/2015	0	002	Tami Pevey	1,021.93
08/20/2015	0	004	Donna Murphy	971.68
08/20/2015	0	007	Julie Addington	1,678.20
08/20/2015	0	010	Cynthia Sparks	1,409.66
08/20/2015	0	011	Janice Mann	1,106.11
08/20/2015	0	015	Kenneth Walker	2,822.49
08/20/2015	0	019	Michael Matheson	2,759.48
08/20/2015	0	020	Connie Dunn	1,947.81
08/20/2015	0	025	John Harris	1,846.66
08/20/2015	0	028	Todd Strom	1,656.34
08/20/2015	0	120	Matthew Wood	1,756.11
08/20/2015	0	121	Jason Strauss	1,398.56
08/20/2015	0	125	Riley Edwards	1,041.81
08/20/2015	0	126	Bobbie Lewis	1,048.41
Total Employees:			15	Total: 24,444.09

Payroll

Computer Check Register

User: julie.addington
 Printed: 08/18/2015 - 3:57PM
 Batch: 00002-08-2015 Computer



Check No	Check Date	Employee Information	Amount
30827	08/20/2015	024 Michael Williams	1,689.78
30828	08/20/2015	029 James Barns	1,365.00
30829	08/20/2015	049 Victoria Forte	1,540.66
Total Number of Employees: 3		Total for Payroll Check Run:	4,595.44

Accounts Payable

Check Register Totals Only

User: laura.koenig
 Printed: 8/6/2015 - 3:57 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
30822	08/06/2015	Retire	Department of Retirement	1,112.50	0
30823	08/06/2015	Retire	Department of Retirement	7,309.87	0
30824	08/06/2015	AWCben	AWC Employee Benefit Trust	23,892.60	0
30825	08/06/2015	AWCben	AWC Employee Benefit Trust	24.00	0
30826	08/06/2015	WATeamTr	Washington Teamsters Welfare Trust	1,890.20	0
Check Total:				34,229.17	

Checks for Approval

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
30822	08/06/2015	UTILITY SEWER FUND	Deferred Comp Payable	Department of Retirement	36.24
30822	08/06/2015	UTILITY GARBAGE FUND	Deferred Comp Payable	Department of Retirement	24.88
30822	08/06/2015	STORMWATER UTILITY FUND	Deferred Comp Payable	Department of Retirement	20.00
30822	08/06/2015	GENERAL FUND	Deferred Comp Payable	Department of Retirement	210.14
30822	08/06/2015	STREET FUND	Deferred Comp Payable	Department of Retirement	74.25
30822	08/06/2015	CEMETERY FUND	Deferred Comp Payable	Department of Retirement	6.70
30822	08/06/2015	BUILDING MAINTENANCE FUND	Deferred Comp Payable	Department of Retirement	13.86
30822	08/06/2015	UTILITY WATER FUND	Deferred Comp Payable	Department of Retirement	201.19
30822	08/06/2015	UTILITY SEWER FUND	Deferred Comp Payable	Department of Retirement	296.87
30822	08/06/2015	UTILITY GARBAGE FUND	Deferred Comp Payable	Department of Retirement	66.13
30822	08/06/2015	STORMWATER UTILITY FUND	Deferred Comp Payable	Department of Retirement	43.36
30822	08/06/2015	GENERAL FUND	Deferred Comp Payable	Department of Retirement	49.76
30822	08/06/2015	STREET FUND	Deferred Comp Payable	Department of Retirement	21.50
30822	08/06/2015	CEMETERY FUND	Deferred Comp Payable	Department of Retirement	2.00
30822	08/06/2015	BUILDING MAINTENANCE FUND	Deferred Comp Payable	Department of Retirement	6.37
30822	08/06/2015	UTILITY WATER FUND	Deferred Comp Payable	Department of Retirement	39.25
30823	08/06/2015	CEMETERY FUND	PERS Payable	Department of Retirement	48.94
30823	08/06/2015	BUILDING MAINTENANCE FUND	PERS Payable	Department of Retirement	53.70
30823	08/06/2015	UTILITY WATER FUND	PERS Payable	Department of Retirement	1,327.20
30823	08/06/2015	UTILITY SEWER FUND	PERS Payable	Department of Retirement	1,080.28
30823	08/06/2015	UTILITY GARBAGE FUND	PERS Payable	Department of Retirement	630.94
30823	08/06/2015	STORMWATER UTILITY FUND	PERS Payable	Department of Retirement	343.72
30823	08/06/2015	GENERAL FUND	PERS Payable	Department of Retirement	225.03
30823	08/06/2015	GENERAL FUND	PERS Payable	Department of Retirement	100.64
30823	08/06/2015	STREET FUND	PERS Payable	Department of Retirement	392.50
30823	08/06/2015	CEMETERY FUND	PERS Payable	Department of Retirement	172.35
30823	08/06/2015	BUILDING MAINTENANCE FUND	PERS Payable	Department of Retirement	26.79
30823	08/06/2015	UTILITY WATER FUND	PERS Payable	Department of Retirement	29.37
30823	08/06/2015	UTILITY SEWER FUND	PERS Payable	Department of Retirement	726.57
30823	08/06/2015	UTILITY GARBAGE FUND	PERS Payable	Department of Retirement	591.32
30823	08/06/2015	STORMWATER UTILITY FUND	PERS Payable	Department of Retirement	345.36
30823	08/06/2015	GENERAL FUND	PERS Payable	Department of Retirement	188.16
30823	08/06/2015	STREET FUND	PERS Payable	Department of Retirement	712.10
30823	08/06/2015	GENERAL FUND	PERS Payable	Department of Retirement	314.90
30824	08/06/2015	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	51.66
30824	08/06/2015	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	12.16

30824	08/06/2015	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	1.09
30824	08/06/2015	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	2.92
30824	08/06/2015	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	25.73
30824	08/06/2015	UTILITY SEWER FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	23.31
30824	08/06/2015	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	17.89
30824	08/06/2015	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	12.62
30824	08/06/2015	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	206.48
30824	08/06/2015	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	43.94
30824	08/06/2015	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	6.65
30824	08/06/2015	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	1.58
30824	08/06/2015	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	242.23
30824	08/06/2015	UTILITY SEWER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	137.90
30824	08/06/2015	UTILITY GARBAGE FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	84.43
30824	08/06/2015	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	48.10
30824	08/06/2015	GENERAL FUND	Benefits - Disability Insuranc	AWC Employee Benefit Trust	515.33
30824	08/06/2015	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	51.66
30824	08/06/2015	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	12.16
30824	08/06/2015	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	1.09
30824	08/06/2015	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	2.92
30824	08/06/2015	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	25.73
30824	08/06/2015	UTILITY SEWER FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	23.32
30824	08/06/2015	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	17.87
30824	08/06/2015	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	12.63
30824	08/06/2015	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	292.38
30824	08/06/2015	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	43.97
30824	08/06/2015	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	6.65
30824	08/06/2015	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	1.57
30824	08/06/2015	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	256.53
30824	08/06/2015	UTILITY SEWER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	148.33
30824	08/06/2015	UTILITY GARBAGE FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	97.61
30824	08/06/2015	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	61.88
30824	08/06/2015	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	3,936.75
30824	08/06/2015	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	597.84
30824	08/06/2015	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	174.51
30824	08/06/2015	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	44.50
30824	08/06/2015	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	5,235.10
30824	08/06/2015	UTILITY SEWER FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	3,197.17
30824	08/06/2015	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	821.81
30824	08/06/2015	UTILITY SEWER FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	751.16
30824	08/06/2015	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	531.40
30824	08/06/2015	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	411.70

30824	08/06/2015	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	10.43
30824	08/06/2015	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	3.61
30824	08/06/2015	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	0.65
30824	08/06/2015	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	0.52
30824	08/06/2015	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	13.90
30824	08/06/2015	UTILITY SEWER FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	10.74
30824	08/06/2015	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	7.80
30824	08/06/2015	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	3.35
30824	08/06/2015	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	2,498.36
30824	08/06/2015	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	1,267.69
30824	08/06/2015	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	1,330.77
30824	08/06/2015	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	410.77
30824	08/06/2015	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	35.89
30824	08/06/2015	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	105.86
30825	08/06/2015	GENERAL FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	3.60
30825	08/06/2015	UTILITY WATER FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	2.28
30825	08/06/2015	UTILITY SEWER FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	1.80
30825	08/06/2015	UTILITY GARBAGE FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	2.16
30825	08/06/2015	GENERAL FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	3.60
30825	08/06/2015	UTILITY WATER FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	2.28
30825	08/06/2015	UTILITY SEWER FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	1.80
30825	08/06/2015	UTILITY GARBAGE FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	2.16
30825	08/06/2015	STORMWATER UTILITY FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	2.16
30825	08/06/2015	STORMWATER UTILITY FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	2.16
30826	08/06/2015	GENERAL FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	2.16
30826	08/06/2015	STREET FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	300.53
30826	08/06/2015	CEMETERY FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	88.97
30826	08/06/2015	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	25.72
30826	08/06/2015	UTILITY WATER FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	7.27
30826	08/06/2015	UTILITY SEWER FUND	Med/Dental/Vis Payable	Washington Teamsters Welfare Trust	574.62
30826	08/06/2015	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	419.22
30826	08/06/2015	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	339.24
30830	08/27/2015	GENERAL FUND	Repair and Maintenance	Washington Teamsters Welfare Trust	134.63
30831	08/27/2015	UTILITY SEWER FUND	Repair and Maintenance	Advocate Telecom	178.10
30831	08/27/2015	UTILITY SEWER FUND	Repair and Maintenance	Alfa Laval	18,281.50
30832	08/27/2015	UTILITY SEWER FUND	Repair and Maintenance	Alfa Laval	4,137.37
30832	08/27/2015	UTILITY WATER FUND	Sewer - Testing	AM Test	70.00
30833	08/27/2015	STORMWATER UTILITY FUND	Water - Testing	AM Test	120.00
30833	08/27/2015	UTILITY WATER FUND	Uniforms	Aramark Uniform Services	1.49
30833	08/27/2015	UTILITY SEWER FUND	Uniforms	Aramark Uniform Services	6.95
30833	08/27/2015	UTILITY SEWER FUND	Uniforms	Aramark Uniform Services	6.94
30833	08/27/2015	UTILITY GARBAGE FUND	Uniforms	Aramark Uniform Services	6.45

30833	08/27/2015	STREET FUND	Uniforms	Aramark Uniform Services	1.49
30833	08/27/2015	GENERAL FUND	Uniforms	Aramark Uniform Services	1.49
30833	08/27/2015	GENERAL FUND	Office/Operating Supplies	Aramark Uniform Services	1.24
30833	08/27/2015	UTILITY WATER FUND	Operating Supply	Aramark Uniform Services	24.52
30833	08/27/2015	UTILITY SEWER FUND	Operating Supplies	Aramark Uniform Services	24.53
30833	08/27/2015	UTILITY GARBAGE FUND	Operating Supplies	Aramark Uniform Services	24.52
30833	08/27/2015	GENERAL FUND	Office/Operating Supplies	Aramark Uniform Services	24.53
30833	08/27/2015	STREET FUND	Office/Operating Supplies	Aramark Uniform Services	24.52
30833	08/27/2015	STORMWATER UTILITY FUND	Uniforms	Aramark Uniform Services	1.49
30833	08/27/2015	UTILITY WATER FUND	Uniforms	Aramark Uniform Services	6.95
30833	08/27/2015	UTILITY SEWER FUND	Uniforms	Aramark Uniform Services	6.94
30833	08/27/2015	UTILITY GARBAGE FUND	Uniforms	Aramark Uniform Services	6.45
30833	08/27/2015	STREET FUND	Uniforms	Aramark Uniform Services	1.49
30833	08/27/2015	GENERAL FUND	Uniforms	Aramark Uniform Services	1.49
30833	08/27/2015	GENERAL FUND	Office/Operating Supplies	Aramark Uniform Services	1.24
30833	08/27/2015	UTILITY GARBAGE FUND	Operating Supplies	Aramark Uniform Services	32.62
30833	08/27/2015	UTILITY SEWER FUND	Operating Supplies	Aramark Uniform Services	32.61
30833	08/27/2015	GENERAL FUND	Office/Operating Supplies	Aramark Uniform Services	32.61
30833	08/27/2015	UTILITY WATER FUND	Operating Supply	Aramark Uniform Services	32.62
30833	08/27/2015	STREET FUND	Office/Operating Supplies	Aramark Uniform Services	32.62
30833	08/27/2015	STORMWATER UTILITY FUND	Uniforms	Aramark Uniform Services	2.47
30833	08/27/2015	UTILITY WATER FUND	Uniforms	Aramark Uniform Services	11.53
30833	08/27/2015	UTILITY SEWER FUND	Uniforms	Aramark Uniform Services	11.53
30833	08/27/2015	UTILITY GARBAGE FUND	Uniforms	Aramark Uniform Services	10.71
30833	08/27/2015	STREET FUND	Uniforms	Aramark Uniform Services	2.47
30833	08/27/2015	GENERAL FUND	Uniforms	Aramark Uniform Services	2.47
30833	08/27/2015	GENERAL FUND	Office/Operating Supplies	Aramark Uniform Services	1.24
30833	08/27/2015	UTILITY WATER FUND	Operating Supply	Aramark Uniform Services	12.90
30833	08/27/2015	UTILITY SEWER FUND	Operating Supplies	Aramark Uniform Services	12.89
30833	08/27/2015	UTILITY GARBAGE FUND	Operating Supplies	Aramark Uniform Services	12.90
30833	08/27/2015	GENERAL FUND	Office/Operating Supplies	Aramark Uniform Services	12.89
30833	08/27/2015	STREET FUND	Office/Operating Supplies	Aramark Uniform Services	12.90
30833	08/27/2015	GENERAL FUND	Uniforms	Aramark Uniform Services	1.49
30833	08/27/2015	GENERAL FUND	Office/Operating Supplies	Aramark Uniform Services	1.24
30833	08/27/2015	STORMWATER UTILITY FUND	Uniforms	Aramark Uniform Services	1.49
30833	08/27/2015	UTILITY WATER FUND	Uniforms	Aramark Uniform Services	6.95
30833	08/27/2015	UTILITY SEWER FUND	Uniforms	Aramark Uniform Services	6.94
30833	08/27/2015	UTILITY GARBAGE FUND	Uniforms	Aramark Uniform Services	6.45
30833	08/27/2015	STREET FUND	Uniforms	Aramark Uniform Services	1.49
30833	08/27/2015	UTILITY WATER FUND	Operating Supply	Aramark Uniform Services	14.03
30833	08/27/2015	UTILITY SEWER FUND	Operating Supplies	Aramark Uniform Services	14.03

30833	08/27/2015	UTILITY GARBAGE FUND	Operating Supplies	Aramark Uniform Services	14.02
30833	08/27/2015	GENERAL FUND	Office/Operating Supplies	Aramark Uniform Services	14.03
30833	08/27/2015	STREET FUND	Office/Operating Supplies	Aramark Uniform Services	14.03
30834	08/27/2015	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	787.98
30834	08/27/2015	UTILITY SEWER FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	96.20
30834	08/27/2015	UTILITY WATER FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	362.36
30834	08/27/2015	CEMETERY FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	23.72
30834	08/27/2015	STREET FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	23.72
30834	08/27/2015	GENERAL FUND	Vehicle Maintenance	Associated Petroleum Products Inc	23.72
30834	08/27/2015	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	28.58
30834	08/27/2015	UTILITY SEWER FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	3.49
30834	08/27/2015	UTILITY WATER FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	13.14
30834	08/27/2015	CEMETERY FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	0.86
30834	08/27/2015	STREET FUND	Vehicle Operation/Maintenance	Associated Petroleum Products Inc	0.86
30834	08/27/2015	GENERAL FUND	Vehicle Maintenance	Associated Petroleum Products Inc	0.86
30835	08/27/2015	GENERAL FUND	Vehicle Repair	Avery Automotive	200.68
30835	08/27/2015	STREET FUND	Vehicle Repair	Avery Automotive	300.00
30835	08/27/2015	UTILITY WATER FUND	Vehicle Repair	Avery Automotive	587.00
30835	08/27/2015	UTILITY SEWER FUND	Vehicle Repair	Avery Automotive	500.00
30835	08/27/2015	STORMWATER UTILITY FUND	Vehicle Repair	Avery Automotive	300.00
30836	08/27/2015	GENERAL FUND	Office/Operating - Mayor	Bubbas Bar & Grill Inc	162.90
30837	08/27/2015	UTILITY WATER FUND	Office Supplies	Correctional Industries	27.63
30837	08/27/2015	UTILITY GARBAGE FUND	Office Supplies	Correctional Industries	27.62
30837	08/27/2015	UTILITY SEWER FUND	Office Supplies	Correctional Industries	27.63
30837	08/27/2015	STREET FUND	Office Supplies	Correctional Industries	27.62
30837	08/27/2015	GENERAL FUND	Office/Operating Supplies	Correctional Industries	110.50
30837	08/27/2015	GENERAL FUND	Office/Operating	Correctional Industries	18.46
30837	08/27/2015	UTILITY WATER FUND	Office Supplies	Correctional Industries	9.50
30837	08/27/2015	UTILITY GARBAGE FUND	Office Supplies	Correctional Industries	9.51
30837	08/27/2015	UTILITY SEWER FUND	Office Supplies	Correctional Industries	9.50
30837	08/27/2015	STREET FUND	Office Supplies	Correctional Industries	9.50
30837	08/27/2015	GENERAL FUND	Office/Operating Supplies	Correctional Industries	38.01
30837	08/27/2015	UTILITY WATER FUND	Office Supplies	Correctional Industries	25.55
30837	08/27/2015	UTILITY GARBAGE FUND	Office Supplies	Correctional Industries	25.55
30837	08/27/2015	UTILITY SEWER FUND	Office Supplies	Correctional Industries	25.55
30837	08/27/2015	STREET FUND	Office Supplies	Correctional Industries	25.55
30837	08/27/2015	GENERAL FUND	Office/Operating Supplies	Correctional Industries	102.20
30837	08/27/2015	UTILITY WATER FUND	Office Supplies	Correctional Industries	8.15
30837	08/27/2015	UTILITY GARBAGE FUND	Office Supplies	Correctional Industries	8.14
30837	08/27/2015	UTILITY SEWER FUND	Office Supplies	Correctional Industries	8.15
30837	08/27/2015	STREET FUND	Office Supplies	Correctional Industries	8.14

30837	08/27/2015	GENERAL FUND	Office/Operating Supplies	Correctional Industries	32.58
30838	08/27/2015	UTILITY SEWER FUND	Miscellaneous	Department of Ecology - Cashiering Section	1,544.40
30839	08/27/2015	GENERAL FUND	Miscellaneous - Court Filing F	Evergreen District Court	775.77
30840	08/27/2015	BUILDING MAINTENANCE FUND	Repair and Maintenance	Eylenders Sales & Service Inc	274.58
30841	08/27/2015	UTILITY WATER FUND	Operating Supply	Finish Line Auto Body Paint and Custom	54.30
30841	08/27/2015	UTILITY SEWER FUND	Operating Supplies	Finish Line Auto Body Paint and Custom	54.30
30841	08/27/2015	UTILITY GARBAGE FUND	Operating Supplies	Finish Line Auto Body Paint and Custom	54.30
30841	08/27/2015	STORMWATER UTILITY FUND	Operating Supplies	Finish Line Auto Body Paint and Custom	54.30
30841	08/27/2015	GENERAL FUND	Office/Operating Supplies	Finish Line Auto Body Paint and Custom	54.30
30841	08/27/2015	STREET FUND	Office/Operating Supplies	Finish Line Auto Body Paint and Custom	54.30
30842	08/27/2015	BUILDING MAINTENANCE FUND	Ending Fund Balance	Fire Protection Inc.	483.07
30843	08/27/2015	UTILITY SEWER FUND	Communication	Frontier	263.18
30843	08/27/2015	GENERAL FUND	Communication	Frontier	49.30
30843	08/27/2015	STREET FUND	Communication	Frontier	49.29
30843	08/27/2015	UTILITY WATER FUND	Communication	Frontier	49.30
30843	08/27/2015	UTILITY SEWER FUND	Communication	Frontier	49.29
30843	08/27/2015	UTILITY GARBAGE FUND	Communication	Frontier	49.30
30844	08/27/2015	INFORMATION TECHNOLOGY FUND -	Professional Service	Gold Bar Geek	505.48
30845	08/27/2015	UTILITY SEWER FUND	Professional Service	Groco, Inc	1,227.52
30846	08/27/2015	UTILITY WATER FUND	Repair and Maintenance	HD Supply Waterworks	2,091.22
30847	08/27/2015	UTILITY SEWER FUND	Rentals	Honey Bucket	134.75
30847	08/27/2015	UTILITY SEWER FUND	Rentals	Honey Bucket	111.65
30848	08/27/2015	GENERAL FUND	Legal - Litigation Fees	Kenyon Disend PLLC	3,152.54
30849	08/27/2015	GENERAL FUND	Small Tools/Minor Equipment	Lowes	22.61
30849	08/27/2015	STREET FUND	Small Tools/Minor Equipment	Lowes	19.05
30849	08/27/2015	UTILITY WATER FUND	Small Tools/Minor Equipment	Lowes	60.00
30849	08/27/2015	UTILITY SEWER FUND	Small Tools/Minor Equipment	Lowes	60.00
30849	08/27/2015	UTILITY GARBAGE FUND	Small Tools/Minor Equipment	Lowes	60.00
30849	08/27/2015	UTILITY WATER FUND	Repair and Maintenance	Lowes	114.66
30849	08/27/2015	STORMWATER UTILITY FUND	Small Tools/Minor Equipment	Lowes	27.47
30849	08/27/2015	GENERAL FUND	Small Tools/Minor Equipment	Lowes	27.47
30849	08/27/2015	STREET FUND	Small Tools/Minor Equipment	Lowes	27.47
30849	08/27/2015	UTILITY WATER FUND	Small Tools/Minor Equipment	Lowes	30.00
30849	08/27/2015	UTILITY SEWER FUND	Small Tools/Minor Equipment	Lowes	30.00
30849	08/27/2015	UTILITY GARBAGE FUND	Small Tools/Minor Equipment	Lowes	30.00
30850	08/27/2015	UTILITY WATER FUND	Operating Supply	Northstar Chemical, Inc.	551.20
30851	08/27/2015	UTILITY WATER FUND	Repair and Maintenance	Oasys Office Automation Systems	7.23
30851	08/27/2015	UTILITY SEWER FUND	Repair and Maintenance	Oasys Office Automation Systems	7.23
30851	08/27/2015	UTILITY GARBAGE FUND	Repair and Maintenance	Oasys Office Automation Systems	7.22
30851	08/27/2015	STORMWATER UTILITY FUND	Repair and Maintenance	Oasys Office Automation Systems	7.23

30851	08/27/2015	UTILITY WATER FUND	Repair and Maintenance	Oasys Office Automation Systems	7.23
30851	08/27/2015	GENERAL FUND	Office/Operating Supplies	Oasys Office Automation Systems	7.22
30852	08/27/2015	GENERAL FUND	Communication	Pitney Bowes	196.65
30852	08/27/2015	GENERAL FUND	Communication	Pitney Bowes	84.28
30852	08/27/2015	STREET FUND	Communication	Pitney Bowes	70.23
30852	08/27/2015	UTILITY WATER FUND	Communication	Pitney Bowes	70.23
30852	08/27/2015	UTILITY SEWER FUND	Communication	Pitney Bowes	70.23
30852	08/27/2015	UTILITY GARBAGE FUND	Communication	Pitney Bowes	70.23
30853	08/27/2015	BUILDING MAINTENANCE FUND	Operating Supply	Platt	20.05
30853	08/27/2015	BUILDING MAINTENANCE FUND	Operating Supply	Platt	230.35
30854	08/27/2015	STREET FUND	Utilities	PUD	31.90
30854	08/27/2015	GENERAL FUND	Utilities	PUD	32.98
30854	08/27/2015	UTILITY SEWER FUND	Utilities	PUD	2,774.78
30854	08/27/2015	STREET FUND	Utilities	PUD	16.49
30854	08/27/2015	STREET FUND	Utilities	PUD	63.28
30854	08/27/2015	STREET FUND	Utilities	PUD	15.92
30854	08/27/2015	STREET FUND	Utilities	PUD	1,632.10
30854	08/27/2015	STREET FUND	Utilities	PUD	718.95
30854	08/27/2015	STREET FUND	Utilities	PUD	101.58
30854	08/27/2015	GENERAL FUND	Utilities	PUD	32.98
30854	08/27/2015	GENERAL FUND	Utilities	PUD	149.99
30855	08/27/2015	GENERAL FUND	Utilities	Puget Sound Energy	39.92
30855	08/27/2015	GENERAL FUND	Utilities	Puget Sound Energy	35.49
30855	08/27/2015	GENERAL FUND	Utilities	Puget Sound Energy	20.51
30855	08/27/2015	STREET FUND	Utilities	Puget Sound Energy	20.52
30855	08/27/2015	UTILITY WATER FUND	Utilities	Puget Sound Energy	20.51
30855	08/27/2015	UTILITY SEWER FUND	Utilities	Puget Sound Energy	20.51
30855	08/27/2015	UTILITY GARBAGE FUND	Utilities	Puget Sound Energy	20.51
30856	08/27/2015	GENERAL FUND	Office/Operating - Mayor	Red Apple Market	18.26
30857	08/27/2015	UTILITY WATER FUND	Professional Service - General	RH2 Engineering, Inc.	624.32
30857	08/27/2015	UTILITY SEWER FUND	Professional Service	RH2 Engineering, Inc.	624.31
30857	08/27/2015	UTILITY WATER FUND	Professional Service - General	RH2 Engineering, Inc.	2,545.03
30857	08/27/2015	UTILITY SEWER FUND	Professional Service	RH2 Engineering, Inc.	2,545.03
30857	08/27/2015	UTILITY WATER FUND	Professional Service - General	RH2 Engineering, Inc.	333.89
30857	08/27/2015	UTILITY SEWER FUND	Professional Service	RH2 Engineering, Inc.	333.90
30858	08/27/2015	TIMBER RIDGE SETTLEMENT FUND	Construction	Robinson Noble	468.52
30859	08/27/2015	UTILITY GARBAGE FUND	Intergovernmental - Disposal F	Snohomish County Finance	16,093.00
30860	08/27/2015	GENERAL FUND	SnoCty Plan/Building Service	SnoCty Plan/Development Services	5,376.25
30861	08/27/2015	GENERAL FUND	Professional Service - SnoCty	Snohomish County Sheriff	12.78
30861	08/27/2015	GENERAL FUND	Professional Service - SnoCty	Snohomish County Sheriff	4,519.23
30862	08/27/2015	GENERAL FUND	Advertising and Legal Notices	Sound Publishing Inc	103.20
30862	08/27/2015	GENERAL FUND	Advertising and Legal Notices	Sound Publishing Inc	22.36

30863	08/27/2015	GENERAL FUND	Audit Costs	State Auditor's Office	141.76
30863	08/27/2015	STREET FUND	Professional Services	State Auditor's Office	141.76
30863	08/27/2015	UTILITY WATER FUND	Professional Service - General	State Auditor's Office	141.76
30863	08/27/2015	UTILITY SEWER FUND	Professional Service	State Auditor's Office	141.76
30863	08/27/2015	UTILITY GARBAGE FUND	Professional	State Auditor's Office	141.76
30864	08/27/2015	UTILITY WATER FUND	Uniforms	Jason Strauss	120.19
30864	08/27/2015	UTILITY GARBAGE FUND	Uniforms	Jason Strauss	60.00
30864	08/27/2015	STREET FUND	Uniforms	Jason Strauss	60.00
30865	08/27/2015	UTILITY SEWER FUND	Uniforms	Todd Strom	43.56
30866	08/27/2015	GENERAL FUND	Office/Operating Supplies	TopSoils Northwest, Inc.	184.62
30866	08/27/2015	STREET FUND	Office/Operating Supplies	TopSoils Northwest, Inc.	184.62
30867	08/27/2015	GENERAL FUND	Bank Fees	US Bank	34.00
30868	08/27/2015	UTILITY WATER FUND	Miscellaneous	Utilities Underground Location Center	8.47
30868	08/27/2015	UTILITY SEWER FUND	Miscellaneous	Utilities Underground Location Center	8.47
30869	08/27/2015	LID GUARANTY AND BOND FUND	Professional Services	Weed, Graafstra & Benson, Inc, P.S.	1,968.75
30870	08/27/2015	STREET IMPROVEMENT FUND	Sultan River Bridge Project	WH Pacific	5,705.14
					<u>123,045.23</u>

Accounts Payable

Check Register Totals Only

User: laura.koenig
 Printed: 8/6/2015 - 3:57 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
30822	08/06/2015	Retire	Department of Retirement	1,112.50	0
30823	08/06/2015	Retire	Department of Retirement	7,309.87	0
30824	08/06/2015	AWCben	AWC Employee Benefit Trust	23,892.60	0
30825	08/06/2015	AWCben	AWC Employee Benefit Trust	24.00	0
30826	08/06/2015	WATeamTr	Washington Teamsters Welfare Trust	1,890.20	0
				<hr/> <hr/>	
Check Total:				34,229.17	
				<hr/> <hr/>	

PR17



Payroll

Computer Check Register

User: julie.addington
Printed: 08/18/2015 - 3:57PM
Batch: 00002-08-2015 Computer

Check No	Check Date	Employee Information	Amount
30827	08/20/2015	024 Michael Williams	1,689.78
30828	08/20/2015	029 James Barns	1,365.00
30829	08/20/2015	049 Victoria Forte	1,540.66
Total Number of Employees: 3		Total for Payroll Check Run:	4,595.44

PK 11

Payroll

ACH Check Register

User: 'julie.addington'
 Printed: 08/18/2015 - 4:10PM
 Batch: 2-8-2015
 Include Partial: FALSE



Check Date	Check Number	Employee No	Employee Name	Amount
08/20/2015	0	001	Laura Koenig	1,978.84
08/20/2015	0	002	Tami Pevey	1,021.93
08/20/2015	0	004	Donna Murphy	971.68
08/20/2015	0	007	Julie Addington	1,678.20
08/20/2015	0	010	Cynthia Sparks	1,409.66
08/20/2015	0	011	Janice Mann	1,106.11
08/20/2015	0	015	Kenneth Walker	2,822.49
08/20/2015	0	019	Michael Matheson	2,759.48
08/20/2015	0	020	Connie Dunn	1,947.81
08/20/2015	0	025	John Harris	1,846.66
08/20/2015	0	028	Todd Strom	1,656.34
08/20/2015	0	120	Matthew Wood	1,756.11
08/20/2015	0	121	Jason Strauss	1,398.56
08/20/2015	0	125	Riley Edwards	1,041.81
08/20/2015	0	126	Bobbie Lewis	1,048.41
Total Employees:			15	Total: 24,444.09

SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

ITEM NO: Consent C 3

DATE: August 27, 2015

SUBJECT: Council Budget Workshop Schedule
Council Meeting Schedule for November and December

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

ISSUE:

The issue before the City Council is to approve the dates for budget workshops and hearings, and to revise the meeting schedule for November and December to avoid holidays.

POLICY:

The adopted Council Procedures establish regular meeting days on the 2nd and 4th Thursday of each month. Special meetings, such as council retreats and joint meetings with the planning board may be held as determined by the mayor and city council. Many city councils in Washington State schedule annual planning retreats. Retreat agendas are generally set by the mayor and staff with council input.

SUMMARY:

Council Budget Workshops

Staff recommends the council schedule two budget workshops to allow in-depth discussion of council goals and policies, and other topics as identified by the mayor and city council. Generally, the council does not take action at its workshops. Key issues are brought back to the council for discussion and action at a regular council meeting. The proposed dates for 2015 are:

- Saturday, September 12, 2015 - 2016 budget priorities
Sultan Council Chambers from 9 AM to 12:00 PM
- Saturday, October 10, 2015 - Mayor's recommended budget for 2016
Sultan Council Chambers from 9 AM to 2:00 PM

Budget Hearings:

- October 22, 2015 – General Fund, Debt Service, Reserve Funds
- November 5, 2015 – Public Works, Capital Projects

Council Meetings:

To avoid the holidays in the months of November and December, the Council will change the regularly scheduled meetings to the first and third Thursday of the month. The revised scheduled will be:

- November 5, 2015 and November 19, 2015
- December 3, 2015 and December 17, 2015

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: A - 1
DATE: August 27, 2015
SUBJECT: Shaftless Spiral Fine Screen Replacement
CONTACT PERSON: Mick Matheson, P.E., Public Works Director

ISSUE:

The issue before the City Council is to authorize the Mayor to sign a contract with TEK Construction, Inc. to furnish and install a Shaftless Spiral Fine Screening, Washing, Conveying and Dewatering unit at Sultan's Wastewater Treatment Plant for an amount not to exceed \$85,000 (not including sales tax) without prior written approval by the City Council

STAFF RECOMMENDATION:

Staff recommends that the City Council authorize the Mayor to sign a contract with TEK Construction, Inc. to furnish and install a Shaftless Spiral Fine Screening, Washing, Conveying and Dewatering unit at Sultan's Wastewater Treatment Plant.

SUMMARY:

The City identified this improvement to the Wastewater Treatment Plant in 2014 and the project was included in the 2015 Capital Budget.

The City publicly advertised the project in the Everett Herald and Daily Journal of Commerce and held a public bid opening on August 18, 2015. Three bids were received. Bid prices represented in the table below do not include sales tax.

Contractor	Bid Amount
TEK Construction, Inc.	\$80,509.00
WesTech	\$93,678.00
Drycake	Non-responsive*

*Non-responsive bid - did not include installation costs

FISCAL IMPACT:

The project was included in the 2014 City Budget as a capital project to be funded using Sewer Capital Funds. The project cost was identified in the Capital budget as \$80,000.

The City has adequate funds in the Capital Budget to move forward with this planned project.

RECOMMENDED ACTION:

A motion to authorize the Mayor to sign a contract with TEK Construction, Inc. to furnish and install a Shaftless Spiral Fine Screening, Washing, Conveying and Dewatering unit at Sultan's Wastewater Treatment Plant for an amount not to exceed \$85,000 (not including sales tax) without prior written approval by the City Council .

ATTACHMENTS:

A - Contract

**CITY OF SULTAN
STANDARD PUBLIC WORKS CONTRACT**

THIS AGREEMENT, is made by and between the City of Sultan (hereinafter referred as "City"), a Washington Municipal Corporation, and TEK Construction, Inc., (hereinafter referred to as "Contractor"), doing business at 1980 W Bakerview Road, Bellingham, WA 98226.

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

WHEREAS, the City desires to contract with Contractor for the provision of such services for furnishing and installing a Shaftless Spiral Fine Screening, Washing, Conveying and Dewatering Unit for the Sultan Wastewater Treatment Plant, and Contractor agrees to contract with the City for same;

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

TERMS

1. **Work.** The Contractor agrees to perform all work in accordance with this Contract and the following documents, incorporated herein:
 - Bid Specifications
 - Performance Bond
 - All provisions required by law to be inserted in this Contract whether actually attached hereto or not.

2. **Payment.** Payment for the above work shall not exceed eighty seven thousand four hundred thirty two dollars and seventy seven cents (\$87,432.77) including tax, excluding approved change orders, in accordance with the quantity and unit prices shown on the attached bid proposal. If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract.

3. **General Administration.** The Contract Administrator, the City of Sultan Public Works Director or his designee shall have primary responsibility for the City under this Contract and shall oversee and approve all work to be performed, coordinate communications, and review and approve all invoices, under this Contract.
4. **Final Payment.** Thirty (30) days after completion and final acceptance of this project by the City as complying with the terms of this Contract, the City shall pay to the Contractor all sums due as provided by this Contract except those required to be withheld by law or agreed to in special contract provisions.
5. **Notice to Proceed / Completion Time.** The Contractor agrees to begin the work set forth in this Contract immediately after receiving written notice from the City to proceed and further agrees to carry on such work regularly and uninterruptedly thereafter with such force as to secure its completion within 28 weeks (holidays & weekends included), after such notice to begin work. The time of beginning, rate of progress and time of completion are essential conditions of this Contract.
6. **Ownership of Documents.** On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City upon its request. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.
7. **Indemnity / Hold Harmless.** The Contractor shall indemnify, defend and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

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

8. **Bonds / Surety.** The Contractor shall provide a performance bond in an amount of their bid amount plus 10%. The bond must be accepted by the City prior to the execution of the contract. The bond shall be released thirty (30) days after the date of final acceptance of the work performed under this Contract and receipt of all necessary releases from the

Department of Revenue and Department of Labor and Industries in settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

RCW 60.28.011 requires the City to withhold 5% from the moneys earned by the contractor on estimates during the progress of the improvement or work until completion and/or acceptance of the contract. This money is set aside as a trust fund for the protection and payment of anyone who performs labor, provides materials, supplies equipment or subcontractors to the prime contractor. Both the Department of Revenue and the Department of Labor and Industry have lien rights against this fund.

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

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

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

17. **Job Safety.** Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.
18. **Employment.** Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Contract, shall be considered employees of the Contractor only and not of the City. Any and all claims that may arise under the Workers' Compensation Act on behalf of said employees, while so engaged, and all claims made by a third party as consequence of any negligent act or omission on the part of the Contractor's employees, while so engaged on any of the work or services provided or rendered herein, shall not be the obligation of the City.
19. **Nondiscrimination.** Contractor agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Contract because of race, creed, color, national origin, marital status, sex, age or disability, or other circumstances as may be defined by federal, state or local law or ordinance, except for a bona fide occupational qualification.
20. **Prevailing Wage.** This Contract is subject to the requirements of Chapter 39.12 RCW, and as it may be amended, relating to prevailing wages. On Public Works projects, funded in part or in whole with Federal funds, Federal wage laws and regulations shall be applicable. No worker, laborer or mechanic employed in the performance of any part of this contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. The schedule of prevailing wage rates for this Contract is attached hereto and by this reference made a part of this contract as though fully set forth herein.

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

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

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

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

22. **Extent of Contract / Modification.** This contract, together with attachments and/or other addenda, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended, modified or added to only by written change order signed by both parties.
23. **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.
24. **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.
25. **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.

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

Dated this 27 day of August, 2015.

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

CITY OF SULTAN

CONTRACTOR

By: _____
Mayor

By: _____
Title: _____
Taxpayer ID #: _____

CITY CONTACT

CONTRACTOR CONTACT

City of Sultan
PO BOX 1199
Sultan, WA 98294
Phone: 360.793.2231
Fax: 360.793.3344

Phone: _____
Fax: _____

ATTEST/AUTHENTICATED

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
Office of the City Attorney

Exhibit A

**City of Sultan
Bid Specifications for a
Shaftless Spiral Fine Screening, Washing,
Conveying and Dewatering Unit**

PART 1 – GENERAL**1.01 SCOPE OF WORK**

- A. Furnishing and installing a Shaftless Spiral Fine Screening, Washing, Conveying and Dewatering Unit and associated controls at the City of Sultan Waste Water Treatment Plant located at 203 West Stevens Avenue, Sultan, WA 98294. Equipment shall be as specified herein and in compliance with all local, state and federal codes and regulations.

1.02 MANUFACTURER

- A. The entire shaftless spiral fine screening, washing, conveying and dewatering unit shall be designed, coordinated and supplied by one manufacturer. The shaftless spiral auger screen shall be supplied in one piece requiring no field assembly. The shaftless spiral auger screen manufacturer shall take sole responsibility for the screen supplied.

1.03 REFERENCES

- A. Screening units and motor controllers shall, as applicable, meet the requirements of the following industry standards:
- AISI (American Iron and Steel Institute)
 - ABMA (American Bearing Manufacturers Association)
 - AGMA (American Gear Manufacturers Association)
 - NEMA (National Electrical Manufacturers Association)
 - NFPA (National Fire Protection Association)
 - ASTM (American Society for Testing and Materials)
 - WSC (American Welding Society Code)
 - ASME (American Society of Mechanical Engineers)
 - NEC (National Electrical Code)
 - UL (Underwriters Laboratory Standards)

1.04 EXPERIENCE

- A. One manufacturer will be responsible for the supply of the equipment specified herein. The equipment manufacturer will have no less than ten (10) years experience in the design and manufacturing of Shaftless Spiral fine Screening, Washing, Conveying and Dewatering Units and

demonstrate this experience by providing a reference list with at least seventy-five (75) installations.

1.05 SUBMITTALS

- A. The Manufacturer shall furnish the required number of submittals (and an electronic version if required) within thirty (30) days of receipt of the order to verify compliance with the specification. The submittals shall include:
- B. Technical Information:
 - 1. Shop drawings, manufacturer's installation drawing and wiring and schematic drawings.
 - 2. Motor performance data and features.
 - 3. Gear reducer data including service, efficiency, torque rating and materials of construction.
- C. Operation & Maintenance Manuals
 - 1. Equipment Operating instructions
 - 2. Equipment weights and lifting instructions
 - 3. Installation instructions
 - 4. Maintenance schedules
 - 5. Recommended lubricants
 - 6. Recommended spare parts including wear items
 - 7. Long-term and short-term storage instructions
- D. Equipment information:
 - 1. Brochures and other descriptive literature
 - 2. Installation reference list
 - 3. Manufacturer's Warranty

1.06 WARRANTY

- A. All equipment is to be covered against manufacturing defects in materials and workmanship during normal use and service for a period of one (1) year from date of start up as long as periodic maintenance procedures are followed and performed. Items specifically not covered by the one year warranty are labor and consumable wear parts as identified in the O&M manual.

PART 2 – PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Flo-Sieve Model FSS500 Shaftless Spiral Fine Screening, Washing, Conveying and Dewatering Unit shall be as supplied or approved equivalent.

2.02 QUALITY ASSURANCE

- A. The screen will be fully assembled and shop tested to confirm fit and function of the screen. A certificate of the shop test shall be supplied with the shipping documents.
- B. The screen will be shipped to the site fully assembled; some ancillary components may be removed in order to prevent damage during shipment.

2.03 PERFORMANCE REQUIREMENTS

Conditions	Unit
Number of Screens	1
Influent Type	Municipal Wastewater
Peak flow per screen (mgd)	2.5 mgd
Perforation Size (mm)	6 mm
Channel width (ft)	3' 2"
Channel depth (ft)	4'
Screenings discharge height from channel bottom (ft)	8'
Screen Installation Angle	35 degrees from Horizontal

2.04 UTILITY REQUIREMENTS/ENVIRONMENTAL CONDITIONS

Conditions	Unit
Spray Wash Water (gpm/psi)	15 gpm/60 psi
Power Supply (V/P/Hz)	480/3/60
Screen Installation Location (indoor/outdoor)	Outdoor
NFPA Classification Requirement – Screen	Class 1 Div 2
Control Panel Location (indoor/outdoor)	Indoor
NFPA Classification Requirement – Control Panel	Non-hazardous

2.05 DESIGN REQUIREMENTS

- A. General
 - 1. Equipment provided shall be a fully automatic, self-cleaning unit with a semi-cylindrical, perforated plate media screen basket. Screening unit will be provided with an angle-of-inclination of 35 degrees from horizontal.
 - 2. Each screening unit shall be provided with a fixed, semi-cylindrical screen basket, concentric shaftless spiral screw conveyor, screenings washing and screenings compaction zone with single motor drive system.

3. Equipment shall be capable of presenting a clean filtration surface to the oncoming liquid stream at all times during operation.

B. Screen Basket

1. The screen basket shall be fabricated of 304SS perforated plate with a minimum thickness of 3mm and designed and built to withstand the maximum possible static hydraulic forces exerted on the screen basket by the liquid flow. Structural and functional parts shall be sized to prevent deflections or vibrations that may impair the screening, conveying and compacting operations.
2. The screen basket shall be of a semi-cylindrical shape with perforations around the entire basket.
3. The screen basket shall be perforated plate with maximum openings of 6mm. Bar screens, wire mesh or wedge wire are not acceptable screen media.
4. The screen basket shall be cleaned by segmented nylon brushes attached to the screening basket zone of the shaftless spiral screw.
5. The screen basket shall incorporate rubber side seals in order to seal the screen basket to the channel sides to eliminate material bypass.

C. Spiral Screw Assembly

1. The shaftless spiral screw assembly shall be fabricated of epoxy coated high strength alloy steel. Units utilizing a shaft or tube in the spiral shall not be accepted.
2. The shaftless spiral screw assembly shall be designed to clean the screening basket and transport material up the conveyor tube to the discharge of the unit.
3. The shaftless spiral screw shall be provided with individually replaceable brush segments in the screening basket zone. The individual brush segments shall be UHMW backed nylon, mounted to the lower section of the spiral in 180 sections and held in place with stainless steel fasteners. Any unit incorporating a single, continuous brush, or brushes held in place with clips will not be acceptable.
4. The unit shall be provided with screw flights of constant pitch approaching the compaction zone. At the compaction zone, the flight pitch is reduced by two-thirds.

5. At the compaction/dewatering zone, the shaftless screw shall transition to an integrated shafted dewatering section. The dewatering section shall have no flights in order to minimize rags wrapping around the shaft and to allow the serrated blade to assist with screenings discharge.

D. Screenings Transport Zone

1. The transport tube shall be fabricated of 304SS with a minimum thickness of 3mm.
2. The screenings transport tube shall be provided with four (4) anti-rotation bars fabricated of 304SS with a minimum thickness of 8mm bolted to the inside along the longitudinal axis.
3. The screen basket shall be attached via a support flange to the screenings transport tube by a conical transition section. The support flange shall have a minimum thickness of 8mm.
4. The screenings compaction zone assembly shall be attached via a support flange at the upper end of the screenings transport tube. The support flange shall have a minimum thickness of 8mm.

E. Screenings Compaction Zone Assembly

1. The compaction/dewatering zone housing shall be fabricated of 304SS and shall consist of a 5mm thick open-top rectangular body with fully welded 8mm thick end plates. The lower end of the housing shall be fitted with a 60mm drain pipe stub to return pressure from the dewatering/compaction zone back to the process stream.
2. The compaction/dewatering zone housing shall be furnished with a latched, hinged stainless steel access cover with a gasket. The access cover shall expose the entire length and width of the compaction/dewatering and discharge area. The access cover shall incorporate a safety interlock switch in order to prevent operation of the unit with the access cover open. Units which require the use of any tools to gain access to the compaction zone will not be accepted.
3. The compaction/dewatering zone shall be designed to dewater the screenings and return water released from the screened material back to the channel.
4. The compaction/dewatering zone shall consist of a cylindrical tube with 5mm diameter perforations on its underside. The

compaction/dewatering zone tube shall be constructed of stainless steel with a minimum thickness of 3mm and shall be of the same inner diameter as the conveyor tube.

5. The discharge chute is made of engineered polymer SINT™. The special SINT™ polymer is an anti-wear and anti-bacterial material produced specifically for wastewater applications. The specific formula of SINT™ 70 Shore is temperature rated at -13 F to +176 F and is UV resistant.
6. The discharging spout is equipped with a 304L SS frame necessary for the installation of specific accessories (i.e. bagger system).

F. Spray Wash Systems

1. A lower wash system shall be located over the screening basket which utilizes a spray bar with a minimum of eight (8) spray nozzles to ensure a consistent spray pattern.
2. A compaction/dewatering zone wash system shall be provided which periodically cleans the compaction and dewatering zone via a stainless steel wash header located in the uppermost end of the compaction/dewatering chamber. The header shall be designed to completely wash the full surface of the transport tube drainage area. Units which do not incorporate a compaction/dewatering zone wash system will not be accepted.
3. Spray wash systems shall be furnished with control solenoid valves, stainless steel piping and fittings, flexible reinforced hoses and 304SS spray nozzles.

G. Drive Unit

1. Drive unit shall be rigidly supported so that there is no visible "wobble" movement under any operating condition.
2. The gear reducer shall be bolted to the upper compaction/dewatering zone housing end plate.
3. Gear reducer shall be the standard SPECO drive reducer or a helical gear type as manufactured by NORD or approved equal. Provide a cast iron frame; design in accordance with AGMA recommendations for wastewater service.
4. Gear reducer shall be driven by a 1.5 HP, 240/480v, 3ph, 60hz motor.

5. Motor/reducer assembly shall be directly connected to the stub shaft via the reducer's hollow drive shaft.
6. The stub shaft shall extend from the gear reducer into the end of the transport tube. Stub shaft shall be constructed of high strength alloy steel and shall have a protective epoxy coating.
7. The spiral screw assembly shall be bolted to the stub shaft via a flanged connection.
8. Chain drives, belt drives, hydraulic drives or designs incorporating a separate upper bearing for the transport screw will not be accepted.

2.06 ELECTRICAL CONTROLS AND DEVICES

- A. Control Panel: (240/480) volt primary control panel shall be provided with a type 304 stainless steel NEMA 4X enclosure. Panel shall be suitable for wall mounting.

Panel shall include the following components:

1. Main Disconnect, with door handle
2. Motor Starter, Reversing, w/thermal overload
3. Load Monitor
4. Control Power Transformer, with Branch Circuit Protection
5. Panel Heater, with Thermostat (as required)
6. Programmable Control Relay
7. Selector Switches
8. Pilot Lights, LED Type
9. Start/Stop Push Buttons
10. Control Relays, Socket Type
11. Terminal Blocks
12. Dry Contacts
13. Intrinsically Safe Circuit: (Float)
14. UL Label

- B. Safety Microswitch: 120 volt safety interlock switch shall be factory mounted to the compaction/discharge zone access door. Interlock switch shall prevent operation of the screen while the door is open. Switch housing shall be rated for NEMA 4X.
- C. Solenoid Valves: Provide two (2) solenoid valves to control flow to the spray wash assemblies. Each valve shall have a brass body. Each valve shall be 120 volt, single phase, 60 Hz.
- D. Local Emergency Stop: Provide a local emergency stop push button in a NEMA 4X polycarbonate enclosure.

- E. Float Switch: Provide a mercury free type float switch of a chemical resistant polypropylene construction.

2.07 OPERATION, MONITORING, AND CONTROL

- A. Screen Hand Operation: Screen to run continuously.
- B. Screen Automatic Operation: Screen to cycle based on the level sensor or repeat cycle timer. Provide provisions to prevent excessive starting and stopping of the unit. Cycle timer shall be reset after each run initiated by the level sensor.
- C. Basket Zone Spray Wash Hand Operation: Spray wash shall run continuously.
- D. Basket Zone Spray Wash Automatic Operation: Spray wash shall run when the spiral assembly is rotating in forward operation.
- E. Compaction Zone Spray Wash Hand Operation: Spray wash shall run continuously.
- F. Compaction Zone Spray Wash Automatic Operation: Spray wash shall cycle on and off based on the spray wash cycle timer.
- G. Fault Conditions:
 - 1. Momentary motor over load shall trip the load monitor, stop the drive motor, and illuminate the alarm indicating light. Reset shall be manual on the outside of the control panel.
 - 2. Excessive motor current shall trip the starter overload relays, stop the drive motor, and illuminate the alarm indicating light. Overload relays shall be reset manually on the inside of the control panel.
 - 3. Auto restart when electricity goes out and genset comes on

PART 3 – EXECUTION

3.01 PREPARATION

- A. The mounting points of the channel shall be level and parallel and of proper size.

3.02 LIFTING AND MOVING EQUIPMENT

- A. Lifting points shall be identified on all equipment. A crane of sufficient capacity must be on site for unloading the equipment from the truck and placing in the channel for installation.

3.03 INSTALLATION

- A. The installation is the responsibility of the Supplier.

3.04 START UP/TRAINING/FIELD QUALITY CONTROL

- A. The initial start-up of the equipment will be performed by Supplier personnel and/or an authorized representative. The authorized representative will verify the proper installation and operation, and provide training to the equipment operators. Two (2) days are allotted.

3.05 ADJUSTING AND CLEANING

- A. Information on minor periodic adjustments and cleaning is contained in the Operating and Maintenance Manual.

PART 4 – OPTIONS (Add as required)

4.01 HEAT TRACING/FREEZE PROTECTION (STAINLESS STEEL HOUSING on main unit)

- A. The transport tube and wash water lines shall be fitted with 120V, single phase, 60 Hz flexible self-regulating heat tracing wire to prevent freezing. The heat trace system shall have an integral thermostat to regulate the heating element. The heater and thermostat shall be terminated in a NEMA 4X junction box.
- B. The transport tube shall be provided with closed-cell foam insulation with a removable, bolted stainless steel housing.
- C. The wash water lines shall be insulated with closed-cell foam insulation with a PVC jacket.
- D. The control panel shall include integrated heat trace circuits rated for the appropriate wattage as determined by the manufacturer.

4.02 ULTRASONIC LEVEL SENSOR (EXPLOSION PROOF)

- A. An ultrasonic level sensor shall be provided for operation of the unit by upstream water level. Level sensor shall have an ultrasonic beam for measurement of the liquid level. Level sensor shall have an LCD display and two (2) C-form contacts. The ultrasonic level sensor shall be rated for Class 1, Division 1 hazardous environments.

4.03 BAGGER SYSTEM

- A. A continuous screenings bagger system with refillable bagger cassette shall be provided for containment, odor control, and sanitary handling of screenings.

- B. Bagger system consists of a stainless steel and ABS plastic cassette holder with continuous polyethylene bag cassette.

4.04 RECOMMENDED SPARE PARTS

- A. Brush segment replacement kit for a complete change-out.
- B. Spray nozzles (Unit specific)
- C. Solenoid valve rebuild kit
- D. Spare bagger cassette containing 210 feet of bag material (if supplied with bagger)

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: A - 2

DATE: August 27, 2015

SUBJECT: Main Pump Station Control Replacement

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

ISSUE:

The issue before the City Council is to ratify the contract between the City of Sultan and Quality Controls Corporation (QCC) signed by Mayor Eslick on August 20, 2015. The Mayor is authorized to sign the contract pursuant to the adoption of Resolution 15-09 by the Council on August 13, 2015 that declared an emergency and waived competing bidding requirements under RCW 39.04.280 to provide necessary electrical components and repair the Main Pump Station. The contract is not to exceed \$146,327.45 including sales tax (which includes a \$7,500 contingency).

STAFF RECOMMENDATION:

Staff recommends that the City Council ratify the contract between the City of Sultan and Quality Controls Corporation (QCC) signed by Mayor Eslick on August 20, 2015.

SUMMARY:

The City has recently been experiencing significant issues with the Main Pump Station, including electrical panel malfunctions that have caused the pumps to run dry, which if left unattended, could result in catastrophic failure.

The City Council adopted Resoluton 15-09 at the August 13, 2015 council meeting that declared an emergency and waived competitive bidding requirements under RCW 39.04280 to provide necessary electrical components and repair the Main Pump Station.

Staff met with RH2 and Quality Control Corporation (QCC) on August 17, 2015 to develop a plan to move forward. QCC prepared a scope of work and pricing which is outlined in Exhibit A of the contract. Both RH2 and QCC are proceeding with their work efforts at this time.

FISCAL IMPACT:

The pricing estimated by QCC is \$146,327.45 which is in line with the preliminary estimate prepared by RH2 of \$143,000. Bond proceeds of \$254,000 were specifically obtained for the Main Pump Station in 2014 and are available.

RECOMMENDED ACTION:

A motion to ratify the ratify the contract between the City of Sultan and Quality Controls Corporation (QCC) signed by Mayor Eslick on August 20, 2015.

ATTACHMENTS:

A - Contract

**CITY OF SULTAN
STANDARD PUBLIC WORKS CONTRACT**

THIS AGREEMENT, is made by and between the City of Sultan (hereinafter referred as "City"), a Washington Municipal Corporation, and Quality Controls Corporation, (hereinafter referred to as "Contractor"), doing business at 5015 208th Street S.W. Suite 1-B, Lynnwood, WA 98036.

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

WHEREAS, the City desires to contract with Contractor for the provision of such services for Wastewater Treatment Plant Influent Pump Station Control Replacement at the City of Sultan Influent Pump Station, and Contractor agrees to contract with the City for same;

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

TERMS

1. **Work.** The Contractor agrees to perform all work in accordance with this Contract and the following documents, incorporated herein:
 - Plans and Contract Drawings
 - Scope of Work
 - General Provisions
 - Special Provisions
 - Performance Bond
 - All provisions required by law to be inserted in this Contract whether actually attached hereto or not.

2. **Payment.** Payment for the above work shall not exceed one hundred forty six thousand three hundred twenty seven dollars and forty five cents (\$146,327.45), excluding approved change orders, in accordance with the quantity and unit prices shown on the attached bid proposal. If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract.

3. **General Administration.** The Contract Administrator, the Public Works Director or his designee, of the City of Sultan shall have primary responsibility for the City under this Contract and shall oversee and approve all work to be performed, coordinate communications, and review and approve all invoices, under this Contract.
4. **Final Payment.** Thirty (30) days after completion and final acceptance of this project by the City as complying with the terms of this Contract, the City shall pay to the Contractor all sums due as provided by this Contract except those required to be withheld by law or agreed to in special contract provisions.
5. **Notice to Proceed / Completion Time.** The Contractor agrees to begin the work set forth in this Contract immediately after receiving written notice from the City to proceed and further agrees to carry on such work regularly and uninterruptedly thereafter with such force as to secure its completion within ten weeks (holidays & weekends included), after such notice to begin work. The time of beginning, rate of progress and time of completion are essential conditions of this Contract.
6. **Ownership of Documents.** On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City upon its request. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.
7. **Indemnity / Hold Harmless.** The Contractor shall indemnify, defend and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

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

8. **Bonds / Surety.** The Contractor shall provide a performance bond in an amount of their bid amount plus 10%. The bond must be accepted by the City prior to the execution of the contract. The bond shall be released thirty (30) days after the date of final acceptance of the work performed under this Contract and receipt of all necessary releases from the

Department of Revenue and Department of Labor and Industries in settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

RCW 60.28.011 requires the City to withhold 5% from the moneys earned by the contractor on estimates during the progress of the improvement or work until completion and/or acceptance of the contract. This money is set aside as a trust fund for the protection and payment of anyone who performs labor, provides materials, supplies equipment or subcontractors to the prime contractor. Both the Department of Revenue and the Department of Labor and Industry have lien rights against this fund.

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

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

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

17. **Job Safety.** Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.
18. **Employment.** Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Contract, shall be considered employees of the Contractor only and not of the City. Any and all claims that may arise under the Workers' Compensation Act on behalf of said employees, while so engaged, and all claims made by a third party as consequence of any negligent act or omission on the part of the Contractor's employees, while so engaged on any of the work or services provided or rendered herein, shall not be the obligation of the City.
19. **Nondiscrimination.** Contractor agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Contract because of race, creed, color, national origin, marital status, sex, age or disability, or other circumstances as may be defined by federal, state or local law or ordinance, except for a bona fide occupational qualification.
20. **Prevailing Wage.** This Contract is subject to the requirements of Chapter 39.12 RCW, and as it may be amended, relating to prevailing wages. On Public Works projects, funded in part or in whole with Federal funds, Federal wage laws and regulations shall be applicable. No worker, laborer or mechanic employed in the performance of any part of this contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. The schedule of prevailing wage rates for this Contract is attached hereto and by this reference made a part of this contract as though fully set forth herein.

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

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

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

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

22. **Extent of Contract / Modification.** This contract, together with attachments and/or other addenda, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended, modified or added to only by written change order signed by both parties.
23. **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.
24. **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.
25. **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.

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

Dated this 21 day of August, 2015.

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

CITY OF SULTAN

CONTRACTOR

By: _____
Mayor

By: _____
Title: _____
Taxpayer ID #: _____

CITY CONTACT

CONTRACTOR CONTACT

City of Sultan
PO BOX 1199
Sultan, WA 98294
Phone: 360.793.2231
Fax: 360.793.3344

Phone: _____
Fax: _____

ATTEST/AUTHENTICATED

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
Office of the City Attorney

EXHIBIT B



5015 208th. St. S.W. Suite 1-B
Lynnwood, Washington 98036
Phone (425) 778-8280
Fax (425) 778-4541

Project Proposal

August 19, 2015 Quote Number: Q2780C

To: City of Sultan Public Works
 Wastewater Treatment Division

Project: WWTP Influent Pump Station Control Replacement

Reference: 8/17/15 Design Meeting - RH2, QCC, Seven Sisters and the City of Sultan
 RH2 Draft 60% Plans
 No Addenda Received

Terms: Net 30
FOB: Lynnwood, WA
Freight: Prepaid and allowed

This quote is valid for 60 days.

QCC is pleased to provide quotation for the above referenced project. Quality Controls Corp. (QCC) provides services and materials, FOB Lynnwood, WA, complete, ready for installation and field termination by our licensed electrical subcontractor Seven Sisters.

Please call David Chu with any technical questions. Call me if you have any questions concerning the pricing on this quotation.

Sincerely,
Dennis Hill

5015 – 208th Street S.W. Unit 1B Lynnwood, Washington 98036
Phone: 425.778.8280 Fax: 425.778.4541
Email: DavidC@QCCHome.com

EXHIBIT B

Pricing

Engineering and Design Services:	\$ 17,000.00
Programming and Startup Services:	\$ 16,500.00
Fields Instruments and Control Panels:	\$ 72,500.00
Installation Services:	\$ 17,750.00
Subtotal:	<hr/> \$ 123,750.00
Performance Bond (3% of Quoted Price Plus 10%):	\$ 4,083.75
Sales Tax (8.6%):	\$ 10,993.71
Total Price for the Scope of Work Below:	<hr/> \$ 138,827.46
Contingency:	\$ 7,500.00
Total Project Budget:	<hr/> \$ 146,327.45

EXHIBIT B

Scope of Work

1. QCC supplies the following control panels for the Sultan WWTP:

- Influent Pump Station Pump Control Panel
- Influent Pump Station PLC Control Panel

The control panels supplied by QCC will be UL listed and contain all of the required components and sub-assemblies including, but not limited to the following major components:

Pump Control Panel

- QTY (1) NEMA 3R Stainless Steel Freestanding Enclosure
- QTY (1) Panel Light
- QTY (1) Adjustable Trip Main Circuit Breaker and Disconnect
- QTY (1) 480VAC Surge Protector
- QTY (2) Pump Disconnect Circuit Breakers
- QTY (2) AB Powerflex 753 480VAC, 50 HP VFDs with Ethernet Comm Module
- QTY (2) 5% Line Reactors
- QTY (2) 5% Load Reactors
- QTY (2) Pump Seal Fail Protection Relay
- QTY (1) 3KVA 480/240 to 240/120 Step Down Transformer
- QTY (1) 120VAC Panelboard / Circuit Breakers
- QTY (X) Selector Switches, Pilot Lights, Operators as Required
- QTY (X) Additional Space for Future Pump #3 Control Equipment
- QTY (X) Filter Fans / Panel Heaters as Required
- QTY (X) Relays, Terminals, Duct as Required

PLC Control Panel

- QTY (1) NEMA 3R Stainless Steel Freestanding Enclosure
- QTY (1) Panel Light
- QTY (1) 120VAC Surge Protector / Line Filter
- QTY (1) 120VAC UPS
- QTY (1) 24VDC Power Supply
- QTY (1) 24VDC UPS / 12V Battery
- QTY (2) Ultrasonic Level Transmitters (Note: One is Existing and to be reused)
- QTY (X) Allen Bradley CompactLogix PLC Processor and I/O as Required
- QTY (1) Allen Bradley PanelView Plus 6 600 Operator Interface
- QTY (1) 8 Port Ethernet Switch
- QTY (1) Spread Spectrum Ethernet Radio and Accessories
- QTY (X) Hardwired Backup Control Circuitry
- QTY (X) Selector Switches, Pilot Lights, Operators as Required
- QTY (X) Filter Fans / Panel Heaters as Required
- QTY (X) Relays, Terminals, Duct as Required

EXHIBIT B

2. QCC supplies and integrates the following communication hardware into the existing SCADA Ethernet network at the WWTP:
 - QTY (1) Spread Spectrum Ethernet Radio
 - QTY (1) Omni Directional Antenna
 - QTY (1) Lightning Arrestor
 - QTY (1) Coax Cable and Connectors as Required
3. QCC supplies the following field device / transmitter integral to the PLC control panel listed above:
 - QTY (1) Siemens Hydroranger Ultrasonic Level Transmitter
4. QCC provides engineering design services in cooperation with RH2 engineering to finalize the control system design and site specific control strategies.
5. QCC provides all custom PLC, Operator Interface, SCADA, and communications programming services required for this project.
6. QCC supplies factory testing for all components included in this scope of work.
7. QCC provides all electrical permits, installation, and field termination services for all equipment included in this scope of work.
8. QCC supplies field start-up, instrument calibration, and training as required for all components included in this scope of work.
9. QCC provides CAD-based drawings, Bill of Materials, and the required Operation and Maintenance manuals for all components included in this scope of work.

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: Action A 3

DATE: August 27, 2015

SUBJECT: Purchase of Ipitomy 1200 Business Communication Phone System
with Comcast Phone/Internet Service

CONTACT PERSON: Laura Koenig, Clerk/Finance Director

ISSUE:

The issue before the council is to authorize the expenditure to purchase a new phone system for the city and to change to one carrier - Comcast.

STAFF RECOMMENDATION:

Authorize the purchase of the necessary phone equipment and service to upgrade the current system. Staff also recommends the city change to one service provider (Comcast) to reduce costs.

SUMMARY:

The City of Sultan has money available the purchase of a new phone system. The phone system in City Hall was installed in 2000 and staff used the old phones from the other building to save money. The phones are 17 plus years old and can no longer be replaced (the Norstar phones are no longer available). Staff has been using surplus phones from the Police Department when a phone fails, however there are no more extra phones available. The ability to communicate with the public is an essential function the city must maintain.

The city is also using two phone providers – Frontier and Comcast. This was done to overcome an internet access problem. The city needs to use Comcast to receive the optimal internet access. Based on a review of our current costs, it is estimated the city will save \$7,000 per year by switching to Comcast as the sole provider. Comcast will be able to provide service at all the city facilities.

The City has worked with Advocate Telecom to review several phone systems and recommends the purchase of the Ipitomy Business Communication System for our future phone system (see attached information sheet on the system). Advocate Telecom will oversee the installation of the system.

FISCAL IMPACT:

The estimated cost of the new system is \$14,197.28. The phone system upgrade was included in the 2015 budget.

COUNCIL ACTION:

Authorize the Mayor to sign a purchase order for the necessary phone equipment and service and a service agreement with Comcast as the service provider.

Attachments: A. Cost Estimate from Advocate Telecom
B. Information from IPitomy

AdvocateTelecom

3007 Rucker Ave. Ste 222
 Everett, WA 98201

Estimate

Date	Estimate #
12/12/2014	140213

Name / Address
City of Sultan Attn. Julie Addington P O Box 1199 Sultan, WA 98294

			Project
Description	Qty	Cost	Total
Complete IPitomy Telephone System with Installation and Custom Configuration built for PRI Service. This system is licensed for 24 extensions.			
IP1200 Package including (1) IP1200 IP PBX, (10) IP320 Telephones, licensed for 16 extensions (13 IPitomy, 3 Open), licensed for (16) IPitomy Desktop Call Manager/Queue Manager users. Ready for SIP Trunks.	1	5,669.30	5,669.30T
10-Pack IPitomy IP330-G Standard User Telephone, 132X 64 Graphic LCD, 3 SIP Accounts, XML Phone Book, Adjustable Stand, Integrated Wall Mount, 12 programmable keys, High Definition Voice, Headset Port, Power Over Ethernet, Gigabit throughput via 10/100/1000 port.	1	1,828.80	1,828.80T
IPitomy IP620 BG Gigabit Executive Telephone, 480 X 272 HD Color LCD, 8 SIP Accounts, XML Phone Book - Enterprise Phone Book - Personal Phone Book, Adjustable Stand, Integrated Wall Mount, Upload Screen Pictures, High Definition Voice, Headset Port, 6 Expansion Modules up to 192 keys, Power Over Ethernet	4	254.40	1,017.60T
T1/E1/PRI Module	1	1,008.00	1,008.00T
Add 4 Extensions for IPitomy telephones only	2	236.80	473.60T
Add 4 additional Extensions for alternative SIP phones	1	339.20	339.20T
4 Port FXS Gateway	1	223.50	223.50T
Netgear 24-Port PoE Switch (for City Hall)	1	429.00	429.00T
Netgear 8-Port PoE Switch (for External Site)	3	229.00	687.00T
Thank you for choosing AdvocateTelecom. We love referrals!		Total	

Customer Signature _____

AdvocateTelecom

3007 Rucker Ave. Ste 222
 Everett, WA 98201

Estimate

Date	Estimate #
12/12/2014	140213

Name / Address
City of Sultan Attn. Julie Addington P O Box 1199 Sultan, WA 98294

			Project
Description	Qty	Cost	Total
Ethernet Patch Cable, Cat-5e (3-5 foot lengths)	30	4.90	147.00T
SYSTEM INSTALLATION: Install, Custom Configuration, Staff Training, Unlimited Support for 7 Days Following Install. (Multi-site)	1	1,250.00	1,250.00T
<p>All systems are generally installed one week from the receipt of the system down payment. Expedited orders may be processed for an additional fee dependent upon system size and speed of delivery. A late fee of \$15 or 3% of the amount due (whichever is greater) will be assessed for late payments. Delinquency of any period exceeding 30 days is cause for repossession of the package quoted herein.</p> <p>On-site staff will be provided on the first business day following the successful installation of the new system in order to provide technical assistance, training and programming adjustments to ensure a smooth transition to your new system.</p> <p>Labor Rates: All moves, additions and changes are free for 7 days following the successful installation of a new telecommunications system. This does not include cabling, additional equipment or additional jacks or material that may be required. This covers only the initial configuration and hardware as installed.</p>			
Thank you for choosing AdvocateTelecom. We love referrals!		Total	

Customer Signature _____

AdvocateTelecom

3007 Rucker Ave. Ste 222
 Everett, WA 98201

Estimate

Date	Estimate #
12/12/2014	140213

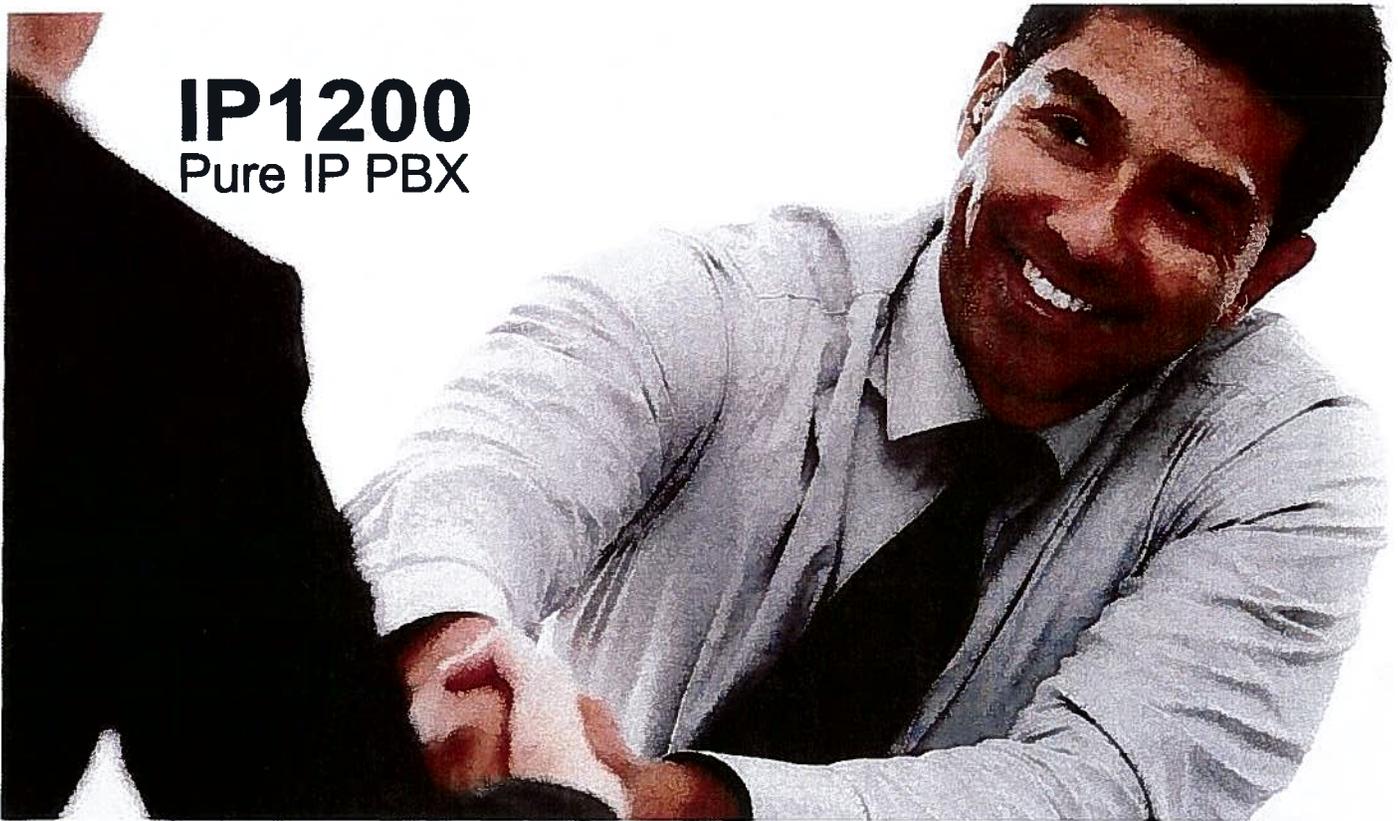
Name / Address
City of Sultan Attn. Julie Addington P O Box 1199 Sultan, WA 98294

			Project
Description	Qty	Cost	Total
Normal labor rates for weekday service during regular business hours are charged at a rate of \$144 per hour with a one hour minimum plus a \$20 dispatch fee. All additional hours are charged at 30 minute increments of \$72 per half hour. After-hours, weekend or emergency service rates are charged at time-and-a-half when applicable.		8.60%	1,124.28
Thank you for choosing AdvocateTelecom. We love referrals!		Total	\$14,197.28

Customer Signature _____

IP1200

Pure IP PBX



A pure IP PBX designed to expand the capabilities of any business.

All Inclusive Complete Business Communications Solution

The IPitomy IP1200 is a powerful business communications platform. A pure IP PBX designed to expand the capabilities of any business, IPitomy extends the power of IP Telephony to businesses with up to 100 users. The IP1200 converges the present with the future in business telecommunications and will grow with your business assuring a smooth transition into the future. With features designed for today's complex business environment and flexible capabilities for all of your future needs, IPitomy is the smart choice for business telecommunications.

With the IP1200 managers and business owners have instant insight into employee status any time, any where... who's on the phone ... who's away from their desks ... when calls are going unanswered. With valuable information like that, your business can respond immediately to changes in customer and market demands, giving you that all important edge over your competitors.

Communicate quickly, simply across your entire company whether employees are in the office, on the road, or telecommuting from home. Your communications world just got a lot smaller. IPitomy's IP1200 leverages IP telephony and SIP technology to make state-of-the-art tools like softphones, remote phones, and branch office networking practical and affordable solutions for entrepreneurial business owners who want the best. Wherever your employees are located, with the IP1200 they can now communicate with each other just as if they were in the same physical location.

Telecommunications has been undergoing unprecedented innovation, driven by the fast paced evolution of technology. The information technology revolution brought about by the Internet has spurred world-wide growth of connectivity and infrastructure. Legacy telecommunications services are being replaced by SIP (Session Initiation Protocol) which is rapidly becoming the norm in business communications. The big advantage of SIP is that it makes voice and other media travel on the same data pipeline like the rest of the Internet. IPitomy can become your own cloud communications platform that can increase efficiency and reduce expenses dramatically.

All-In-One Architecture

- Fully Featured PBX System
- Voice Messaging
- Unified messaging
- Music On Hold
- Remote Administration
- Conference Bridge - 32 user
- Mobile Phone Features
- Remote Extension
- Branch Office Networking
- Desktop Call Manager
- Presence Management
- Text Messaging Integration
- ACD Optional
- Call Recording
- Whisper - Coaching
- Quick Transfer
- Optional RAID
- Rack Mount

IPITOMY



Your customers appreciate efficiency.

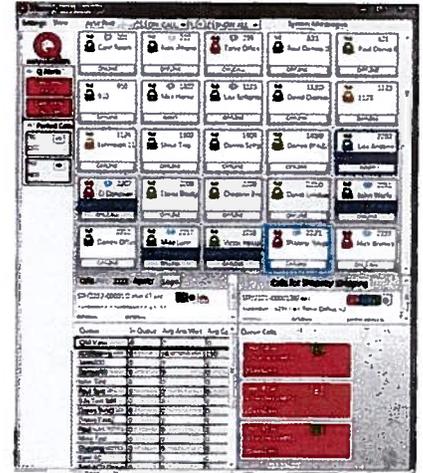
Features like Follow-Me forwarding, corporate text messaging, simple point-and-click transfer and presence management, assure that your customers and prospects will experience the ultimate in customer service and return again and again to do business with you.

Investment protection is the name of the game.

Industry-tested and proven in hundreds of thousands of installations around the world, the open standards architecture on which IPitomy IP1200 is built will ensure that the IP PBX in which you invest today will remain a viable and valuable business asset now and in the future, but also that you will always be able to take advantage of the latest and greatest in technological advancements and feature enhancements. IPitomy uses the SIP protocol. This provides easy access to a world of exciting products and services like SIP Trunks that save money and increase productivity now and in the future.

With IPitomy IP1200, you are In control.

You choose the pace at which you introduce new features and functionality into your business. The IP1200 has all the functionality built-in and ready for you when you want it. Use traditional dial tone or move to SIP Trunks. Want your voice mails to be delivered by email? No problem, it's included. Advanced features like follow-me, Music on Hold, Conferencing are all included. Soft Phones can be used for a great alternative for traveling employees. IPitomy includes tools to allow your employees to control their phone features, forwarding and Voice Mail from an easy to use web page.



Beyond Traditional Expectations in a Business Phone System

The IP1200 has all the features you would expect from a business phone system, but that's just where the excitement starts. The IP1200 has all the features you would expect from a business phone system, but that's just where the excitement starts. IPitomy has enhanced the entire application with IPitomy Q-Manager. IPitomy Q-Manager provides state of the art presence management, status of all users, text messaging plus presence and text on your mobile phone. Calls can be transferred, parked, recorded and monitored with the click of a mouse.

Mobility

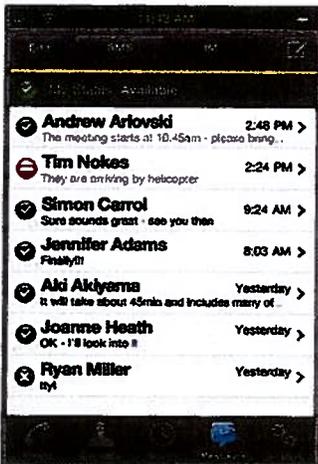
Calls can be transferred from IPitomy back through the system from your mobile phone. Smart phones like iPhone and Android can even be an extension on the system by loading a SIP based soft phone.

IPitomy Text Messaging XMPP Server

Every IPitomy IP PBX includes an XMPP server integrated into the system. Employees can collaborate using voice and text messaging adding another dimension to your communications environment. IPitomy Text Messaging is compatible with a wide range of XMPP compliant clients so your communications environment can extend beyond the office to mobile devices such as smart phones and iPad's.

Receptionist Console

With IPitomy DCM, operators and attendants can find and reach any and all employees and effectively and efficiently manage incoming calls ... whether your company has a single location or multiple branch offices. Knowing the status of all users at a glance improves performance. Transferring calls by clicking on the user icon is much faster than the old traditional DSS console



VIP/Visually Integrated Presence Panel

Keep DCM visible all the time from a VIP Panel. The VIP panel is small and displays the DCM information on a small full color 9" screen that takes up a mere six inches of desk space. Your work won't get interrupted just to see who is available to take a call.

IPitomy IP1200 - Make the Most Out of Open Standards

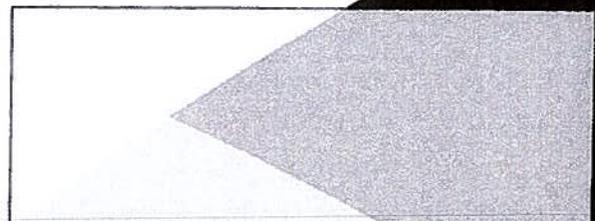
Don't get stuck in the past with equipment that is already obsolete. IPitomy is state of the art and will keep your investment working for you now and into the future.

Go to IPitomy.com for more details and a complete list of features.



IP1200 - Pure IP PBX

Your IPitomy Dealer is:



IPitomy IP320 SIP Phone

Designed for Business

The IPitomy IP320 includes outstanding business features and flexibility in an enterprise grade IP telephone. Designed for business applications, this multi-line SIP telephone delivers the advanced features and performance expected in most business environments. Featuring a 5 line LCD display, the IP320 supports 2 lines with call appearances, has 4 multi function Soft Keys and 12 programmable feature buttons that support popular features like Park, Busy Lamp and Speed Dial.

The IP320 is an Enterprise grade endpoint with features that support typical business operations plus High Definition Audio supporting the G.722 codec.



Features

- 128 x64 graphic dot matrix display, 5 lines visible (including one line icon display)
- High-fidelity sound quality: HD encoding
- 2 SIP accounts
- 12 programmable keys
- 2 100BASE-T Ethernet interfaces, support POE
- Adjustable Stand
- Integrated Wall Mount

Detail

- 2 SIP accounts (with dual color LED)
- 49 buttons (includes 12 programmable keys)
- 3 Party Conference
- Voicemail
- Busy Lamp Support
- Call waiting tone
- Multi-Language display
- Supports IPitomy Auto Provisioning TFTP/HTTP
- Automatic firmware updates
- Support TLS/HTTPS encryption protocol
- Power Over Ethernet (POE)
- RJ-9 headset interface
- Dual network interface

Phone Features

- Support 2 SIP accounts
- Hotline
- Hold
- Call waiting
- Call transfer (blind,attended)
- Caller id
- Redial
- Mute
- DND/Pause
- Auto answer
- 3 Party Conference
- Speed-dial
- Voicemail Message Indicator
- Message lamp
- Volume control
- IP direct dial
- Custom ring tone
- Phonebook

- Call records:
 - Dialed calls
 - Received calls
 - Missed calls
- Friendly user interface
- One key Clear menu (button c)
- One key to view version number and network state (button c)
- Hardware diagnostics
- Multi-Language
- Programmable keys

Advanced Features

- Enterprise phonebook
- LDAP phonebook
- Fuzzy search
- Customizable home screen
- IPitomy Provisioning
- Intercom, paging
- BLF

Audio Features

- Wideband encoding: G.722
- Narrow band encoding: G. 711.µ/A, G723.1, G.729AB
- Support VAD, CNG, AEC, PLC, AJB, AGC, such as audio processing ribbon coding
- Full duplex speaker, with automatic echo elimination (AEC)

Network Features

- Support SIP v1(RFC2543), v2(RFC3261)
- Support DNS-SRV[RFC3263]
- Support STUN
- 3 DTMF modes: In-band, RFC2833, SIP INFO
- Network :static, DHCP, PPPOE
- Support bridge and router model
- Support TFTP/DHCP/PPPOE terminal
- Support DNS client, built-in NAT/DHCP service
- Login, logout in the web page

Configuration Manager

- TFTP/HTTP automatic configuration
- 3 configuration models: web page,

phone and IPitomy PBX auto provision

- Load default setting, capture package and system log export

Security

- Support VPN, VLAN QOS(802.1pq)
- LLDP
- Support TLS(Transport Layer Security)
- Support HTTPS(client)
- Support TLS(Transport Layer Security)
- Support information authentication mechanism MD5
- Support AES encryption protocol
- Support phone locks,

Physical Properties

- 128 x64 graphic dot matrix display, 5 lines visible (including one line display icon)
- 49 buttons(includes 12 programmable keys)
- One RJ-9(4P4C) handset interface
- Two 100BASE-T Ethernet interfaces
- The power adapter: AC 100-240V input, DC 5V/1A output
- Support POE power supply (IEEE 802.3af)
- Power: 6w
- Net weight: 1.2KG
- Bare machine size: 11.3"X8.43"X3.54"
- Operating environment humidity: 10-90%
- Working environment temperature: 0° ~ 60°

IPitomy Communications, LLC
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