

**CITY OF SULTAN
COUNCIL MEETING – COMMUNITY CENTER
February 14, 2013**

6:30 PM Executive Session: Pending Litigation

7:30 PM CALL TO ORDER - Pledge of Allegiance and Roll Call

CHANGES/ADDITIONS TO THE AGENDA

PRESENTATIONS

1. Introduction of New City Staff Members
2. Police Department – Year in Review/Introduction of New Staff

COMMENTS FROM THE PUBLIC: Citizens are requested to keep comments to a 3 minute maximum to allow time for everyone to speak. It is also requested that you complete a comment form for further contact.

COUNCILMEMBER COMMENTS

CITY ADMINISTRATOR COMMENTS:

STAFF REPORTS – Written Reports Submitted

1. Police Report
2. Planning Board Minutes
3. Code Enforcement
4. IT update from Gold Bar Geek

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

- 1) Approval of the Council Meeting Minutes
 - A. January 24, 2013 Regular Council meeting
 - B. January 30, 2013 Special Council meeting
- 2) Approval of Vouchers

ACTION ITEMS:

1. 4 way Stop Signs at 5th Street
2. Taser Training and Policy
3. Contract Amendment with RH 2 – Booster Pump Study
4. Multi Jurisdictional Program – Flood Information

DISCUSSION: Time Permitting

1. School Bus Multi-casualty Incident Exercise

PUBLIC COMMENT ON AGENDA ITEMS ONLY

COUNCILMEMBER RESPONSE TO PUBLIC COMMENT ON AGENDA ITEMS

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

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

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: P – 1

DATE: February 14, 2013

SUBJECT: Public Works New Employees

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

ISSUE:

To introduce three new employees that have been hired to the Public Works Department since November 2012.

SUMMARY:

The Public Works Department had three employees leave in the past few months. The Water Plant Operator position and two Utility Worker positions. We have filled those vacancies with the following employees:

- Matt Wood, Water Plant Operator hired on November 19, 2012
- Jason Strauss, Utility Worker, hired on January 28, 2013
- Steve Martin, Utility Worker, hired on February 4, 2013

The employees will be at the meeting to be introduced to the council and citizens.

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: P- 2
DATE: February 14, 2013
SUBJECT: 2012 Police Services Review
CONTACT PERSON: Jeff Brand, Police Chief

ISSUE:

As of January 1, 2009 the Snohomish County Sheriff's Office has provided police service to the city of Sultan under a police services contract. Section 5 "Performance Review Schedule" states the Sheriff's Office will provide a review of police service in March of each year.

STAFF RECOMMENDATION:

View the 2012 Police Services PowerPoint Presentation and ask clarifying questions of staff or Sheriff's Office Command staff who are present at the meeting.

SUMMARY:

In 2008 Mayor Eslick, Council and staff negotiated with Snohomish County to complete a five (5) year police services contract. The contract directs the Snohomish County Sheriff's Office to provide police staffing and response to crimes and calls for service twenty four hours a day, seven days a week and that at least one deputy be in service in the city of Sultan at all times. Since the Sultan Police Station also serves as the East Precinct, the city of Sultan receives an annual credit for use of the space by Snohomish County and regular maintenance is completed by Snohomish County Facilities Maintenance.

Contract Provisions

Sultan's police service contract also designates a sheriff's lieutenant to act as the Sultan Police Chief, that a secretary be assigned to the police station/East Precinct in Sultan, that one third of the detective assigned to the station be dedicated to Sultan cases and that the Sheriff's Office will provide all other "Special Services", "Support Services", "Evidence "and Records" services.

Staff assignments

Sandy Collins was our Law Enforcement Secretary for the entire year and retired on December 31, 2012. Carol Bello substituted during vacation periods.

Detective John Schwartz returned from his deployment of active military duty (since September 2010) in February 2012. His temporary replacement, Detective Mike Hawthorne, was reassigned to Graveyard East Patrol.

Deputies filling four full time positions in Sultan were Doug Vimpany, Daryl Hansmann, Lars Teigen and Joan Herwick.

Deputy Tom Dittoe continued as the Sultan School Resource Officer through 2012, under a separate police services contract between the Sultan School District and Snohomish County. On February 1, 2013 Tom was promoted to Detective and Jason Toner was selected to replace Tom as our School Resource Officer.

Chief Jeff Brand continued as the Sultan Police Chief since the inception of the police services contract. Lt. Robert Beidler will be replacing Brand as your police chief as of February 14, 2013.

FISCAL IMPACT:

The city of Sultan entered into an agreement for police services with Snohomish County, effective January 1, 2009.

Sultan will pay \$4,384,978 over the life of the five year contract and was billed \$885,625 for police services in 2012. This included the standard 3% CPI increase and was about \$3,000 less than charged in 2011 because all the start up costs associated with the new contract had been paid off.

RECOMMENDED ACTION:

Review attached report and listen to police services presentation. Ask clarifying questions of staff and Sheriff's Office Command staff that are present.

ATTACHMENT

"A" Police Service Contract

INTERLOCAL AGREEMENT BETWEEN
SNOHOMISH COUNTY AND THE CITY OF SULTAN
RELATING TO LAW ENFORCEMENT SERVICES

THIS AGREEMENT is entered into by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and the City of Sultan, a municipal corporation of the State of Washington (the "City").

WHEREAS, the City's geographical boundaries lie entirely within the County; and,

WHEREAS, the City possesses the power, legal authority, and responsibility to provide law enforcement services to the citizens within its boundaries; and

WHEREAS, the County, through the Snohomish County Sheriff's Office ("SCSO"), provides law enforcement services to the citizens of Snohomish County; and

WHEREAS, the County has the power and legal authority to extend those law enforcement services into the geographical area of the City; and

WHEREAS, the City desires that the County extend its law enforcement services into the geographical area of the City; and

WHEREAS, the City desires to enter into an agreement with the County whereby the County, through the SCSO, will extend its law enforcement services into the geographical boundaries of the City, and the City will compensate the County for the equitable share of extending such law enforcement services into the City; and

WHEREAS, the County agrees to extend such law enforcement services into the geographical boundaries of the City; and

WHEREAS, Chapter 39.34 RCW authorizes two or more public entities to contract with each other to perform functions that each may individually perform; and

NOW THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties agree as follows:

1.0 BASE LEVEL SERVICES.

The County will provide the law enforcement services described in paragraphs 1.1 through 1.6 within the geographical boundaries of the City. Unless otherwise stated in this agreement, the County will render such services at the same level, degree, and type as is customarily provided by the County in the unincorporated areas of Snohomish County surrounding the geographical boundaries of the City.

2009-2013

Page 1 of 12

Police Services IIA City of Sultan / Snohomish County Sheriff

1.1 PATROL SERVICES. The County will provide at least one deputy per shift to provide Police Patrol Services exclusively within the geographical boundaries of the City as the first response for the enforcement of state law as well as enforcement of municipal, criminal, and traffic codes adopted by the City. Patrol services shall include reactive patrol to respond to calls for service from residences and businesses, proactive patrol to prevent and deter criminal activity, and traffic patrol to enforce applicable traffic codes. The personnel providing services pursuant to this agreement will provide patrol services during their scheduled work shifts.

1.2 INVESTIGATIVE SERVICES. The County will provide Investigative Services consisting of criminal investigations by detectives assigned to patrol precincts to investigate crimes, such as burglary and auto theft, and by detectives assigned to the Investigations Division to investigate crimes such as homicide, drug offenses, special assaults, fraud, and reports, such as missing persons, vice, child abuse, and major accidents. These detectives are supported by polygraph, evidence control, and the Automatic Fingerprint Identification System ("AFIS").

1.3 SPECIAL SERVICES. The County will provide Special Services that may include K-9 patrol, hostage negotiations, Special Weapons and Response Team ("SWAT"), bomb disposal, sex offender registration, dive team, reserve deputy support, volunteer, and community crime prevention.

1.4 SUPPORT SERVICES. The County will provide law enforcement Support Services that includes planning and research, subpoena control, training, accounting, payroll, personnel, labor relations, media relations, fleet management, radio maintenance, purchasing, records, internal investigations, contract administration, technical assistance in drafting, submitting, and administering grant applications and contracts, and precinct support.

1.5 RECORDS. The County will perform required data entry into the RMS and Justice system

1.6 EVIDENCE. The County will process and maintain evidence and property collected as a result of investigations occurring within the City in the same manner used for SCSO investigations occurring in the unincorporated portions of the County.

2.0 ORGANIZATION.

The County will provide the services identified in Section 1.0 and extend its law enforcement services into the geographical boundaries of the City through the following organization:

2.1 PERSONNEL. After considering the advice and recommendations of the City, the County will designate a SCSO Lieutenant (the "Lieutenant") to act as the Chief of Police and as a liaison between the County and the City. The Lieutenant will coordinate service delivery, attend Council and other public meetings as required by the City, prepare budget requests, schedule and supervise SCSO employees as required by this Agreement and by his/her regular duties, maintain integrity of records and evidence, and generally manage the law enforcement

activities within the City. The County has no interest in defining law enforcement issues and priorities of importance to the City to the extent that the City's directives hereunder are lawful. The City's Mayor (the "Mayor) shall maintain the authority to define law enforcement issues and priorities of the City. The Lieutenant and all other personnel providing services under this Agreement will respond to the general law enforcement issues and priorities identified by the Mayor.

In addition to the Lieutenant, the County will designate four (4) full-time dedicated SCSO fully commissioned deputies to patrol the City and to provide the services identified in Section 1.0 within the geographical boundaries of the City. Staffing levels are set forth in Exhibit B.

2.2 EAST PRECINCT. The City will provide office space to all SCSO employees providing services under this Agreement. This location will be referred to as the SCSO East Precinct . Additionally, SCSO personnel not providing services under this agreement may also use said space. If, during the term of this Agreement, the County desires to relocate the East Precinct outside of the geographical boundaries of the City of Sultan, the County shall obtain the written approval of the City, which approval shall not be unreasonably withheld.

2.3 MARKING OF VEHICLES AND UNIFORMS. The vehicles and uniforms of the full-time deputies providing services under this agreement may display identification of the City and/or region. The Snohomish County Sheriff will determine the form of the identification after consulting with the Mayor.

2.4 ASSIGNMENT OF PERSONNEL. All full-time employees providing services under this Agreement shall be so assigned for a period of at least three (3) years, unless reassigned due to promotion, transfer to a full-time specialty assignment such as investigations, or at the request of the City.

3.0 REPORTING.

3.1 REPORTING DISTRICTS. The County will maintain reporting districts that are coterminous with the City's boundaries to enable accurate data collection on criminal and traffic activity and on dispatched calls for service.

3.2 SIGNIFICANT OCCURRENCE. The Mayor will provide the Lieutenant with a list of events that are considered significant criminal occurrences. The Lieutenant will promptly notify the Mayor in the event of a significant criminal occurrence or other major event within the City. The Mayor and the Lieutenant shall jointly develop a plan for the SCSO in order to minimize future significant occurrences. The County shall implement said plan.

3.3 ACTIVITY REPORTS. The County, through the Lieutenant, will provide the City with monthly reports on criminal and traffic activity within the City limits and on law enforcement services provided and shall be available to address the City Council upon request of the Mayor. Services provided shall be grouped by major category of service as listed in Section 1.0 above.

3.4 MEDIA RELEASES. The SCSO Public Information Officer (the "PIO") will prepare news releases concerning major crime investigations conducted by the SCSO and will send a copy to the Lieutenant and the Mayor or the Mayor's designee for approval before its release. The Lieutenant or the Lieutenant and the SCSO PIO will prepare media releases concerning law enforcement activities performed by the deputies assigned to the City under this Agreement. Any such release of information to the media that is deemed to be sensitive or likely to cause concern or alarm shall be prepared jointly by the Lieutenant and the PIO and provided to the Mayor or the Mayor's designee for approval before its release. All other routine media releases concerning law enforcement activities in Sultan will be forwarded to the Mayor or the Mayor's designee for review before release to the media, or if not possible, concurrent with the release to the media. Information concerning performance under this agreement shall not be released to the media by either party without first discussing the issues involved with the other party.

4.0 PERSONNEL AND EQUIPMENT.

4.1 INDEPENDENT CONTRACTOR. The County is acting hereunder as an independent contractor so that:

4.1.1 SERVICE PROVIDED BY COUNTY EMPLOYEES. All County Employees rendering services hereunder shall be considered employees of the County for all purposes.

4.1.2 CONTROL OF PERSONNEL. With the exception of enforcement issues and priorities, the County shall control the conduct of personnel, including standards of performance, discipline, and all other aspects of performance. Notwithstanding the foregoing, the City shall have the right to require the County to replace personnel assigned to provide services under this Agreement for reasonable cause. For purposes of this section "reasonable cause" shall mean reasonable cause under the County's personnel policies and shall include the following: Documented inability to correct performance deficiencies without resorting to formal discipline; an abrasive style that generates multiple citizen complaints over an extended period of time; and an inability or unwillingness to perform law enforcement duties required by the City that are not normally performed by the County in unincorporated Snohomish County.

4.1.3 CITY RIGHT TO REQUEST REPLACEMENT OF PERSONNEL. The CITY shall have the right to require the COUNTY to replace COUNTY personnel assigned to provide services under this Agreement provided such requirement is made for reasonable cause. "Reasonable cause" shall include, but not be limited to, the following: Documented inability to correct performance deficiencies without resorting to formal discipline; an abrasive style that generates multiple citizen complaints over an extended period of time; an inability or unwillingness to perform law enforcement duties required by the CITY that are not normally performed by Sheriff's deputies in unincorporated Snohomish County except to the extent such duties required by the City are in conflict with law or SCSO policies and procedures.

4.1.4 OPERATIONAL CONTROL BY LIEUTENANT. Operational control of personnel, including but not limited to establishing work shifts and schedules, assignments, training requirements, overtime, etc., shall be the responsibility of the Snohomish County Sheriff through the Lieutenant. Notwithstanding the terms and conditions contained in this agreement, such operational control shall be consistent with provisions contained in the SCSO's Manual of Policy and Procedures. The Lieutenant shall advise the City at the earliest opportunity of changes to the policies and procedures manual which may affect levels-of-service.

4.2 The minimum staffing under this agreement shall be one (1) deputy on duty, twenty-four (24) hours per day, within the city limits of Sultan

4.3 Equipment purchased by the County with funds provided by the City for the purpose of providing services under this agreement or any predecessor agreement and any money contributed towards reserve accounts for future replacement, purchase, or upgrade of this equipment shall be disposed of pursuant to Section 9.4.

4.4 Equipment purchased by the County with funds provided by the City for the purpose of providing services under this Agreement shall be maintained in a manner, and replaced at a point in time, no later than is consistent with the customary maintenance and replacement schedule for like equipment provided by the County in policing unincorporated Snohomish County. The County shall provide the City with a list of Capital equipment covered by this section and shall update the list annually.

5.0 PERFORMANCE REVIEW SCHEDULE.

The Snohomish County Sheriff or his/her designee shall meet with the City in March and September of each year, or sooner if required under section 15.0, to discuss performance under this agreement. The Snohomish County Sheriff or his/her designee will provide summaries of activity and budget updates at these meetings. The City shall have an opportunity to comment on its satisfaction with the service delivered and request adjustments or modifications. Notwithstanding the foregoing, the City may identify performance issues and request modifications, staffing changes and/or adjustments at anytime.

6.0 COMPENSATION-BASE LEVEL SERVICES.

6.1 CONTRACT AMOUNT. In consideration for the base level services provided by the County as set forth herein, the City promises to pay the County a quarterly sum equal to one-quarter of the yearly cost determined according to Exhibit A, which is attached hereto and incorporated herein by reference;

6.2 BILLING. The County will bill the City monthly for services rendered. The payments are due within thirty (30) days after invoicing by the County. Payment shall be made to:

2009-2013 Page 5 of 12
Police Services I/LA City of Sultan / Snohomish County Sheriff

Snohomish County Sheriff's Office
Fiscal Division
M/S 606 3000 Rockefeller Avenue
Everett, WA 98201

6.3 CREDIT FOR EAST PRECINCT. The County will provide a credit to the City for use of the office space provided pursuant to Section 2.2 by SCSO personnel not providing services under this agreement.

7.0 CITY RESPONSIBILITIES.

In support of the County providing the services described in Section 1.0 above, the City promises:

7.1 To hereby confer municipal police authority on such County deputies as might be engaged in enforcing City ordinances within City boundaries, for the purposes of carrying out this agreement.

7.2 To supply at its own cost and expense any special supplies, stationery, notices, forms, and the like where such must be issued in the name of the City.

7.3 To maintain an agreement with Snohomish County and Snohomish County Emergency Radio System (SERS) for use of the 800 MHz Trunked Radio System.

7.4 To retain its Violations Bureau and to retain revenue from traffic infractions in the same manner as it did before law enforcement services were provided by the County. (note – covers district court revenues)

To retain revenues for copies of reports and police services such as concealed pistol licenses issues on behalf of the City of Sultan.

7.5 To make the former Sultan Police Department's space available, pursuant to Section 2.2.

8.0 DURATION.

The term of this Agreement shall begin on January 1, 2009, or as soon thereafter as it is duly authorized, signed by both parties, and filed with the Snohomish County Auditor as required by RCW 39.34.040, and shall end at midnight on December 31, 2013, unless terminated earlier as provided in this Agreement. It is understood and agreed, however, that the obligations in this Agreement are contingent upon sufficient legislative appropriation made by each party in each year beyond 2008.

9.0 TERMINATION PROCESS.

Either party may initiate a process to terminate this agreement as follows:

2009-2013 Page 6 of 12
Police Services IIA City of Sultan / Snohomish County Sheriff

9.1 The party desiring to terminate this agreement shall provide written notice to the other party.

9.2 Upon receipt of such notice, the parties agree to commence work on, and to complete within one hundred twenty (120) days from the date of such notice, a transition plan providing for an orderly transition of responsibilities from the County to the City over a minimum time frame of twelve (12) months; PROVIDED, that the minimum time frame to complete and implement a transition plan may be shortened as necessary if this Agreement is terminated due to lack of legislative appropriation by either party. The transition plan shall identify and address personnel, capital equipment, workload, facility restoration to a functional stand alone police department and any other issues related to the transition. Each party shall bear its respective costs in developing the transition plan.

9.3 Upon completion of a mutually agreed upon transition plan, or as necessary if this Agreement is terminated due to lack of legislative appropriation, either party may provide official written notice of its intent to terminate this Agreement consistent with the contents of the plan, or as necessary due to lack of legislative appropriation. The transfer of responsibilities from the County to the City shall take place on January 1 of the year immediately following the planning year specified in paragraph 9.2 above, unless a different year is specified in the transition plan or is necessary due to lack of legislative appropriation.

9.4 Upon termination of this Agreement, the County shall deliver to the City all equipment used to provide service to the City under this Agreement that was purchased (either directly or through reimbursement) with City funds. The County shall also deliver to the City any funds in the Equipment Rental and Revolving (ER&R) or other reserve accounts accumulated for future vehicle or equipment purchases on behalf of the City.

10.0 DISPUTE RESOLUTION.

10.1 In the event differences between the City and the County should arise over the terms and conditions of this Agreement, the Snohomish County Sheriff and the Mayor, or their representative designees, shall attempt to resolve any problems on an informal basis.

10.2 If the problem cannot be resolved informally, the matter shall be referred to the Snohomish County Dispute Resolution Center for mediation.

10.3 If mediation is not successful, either party may institute legal action to enforce the terms and conditions of this agreement. The prevailing party in any legal action shall be entitled to reasonable attorney's fees and court costs.

11.0 NOTICES.

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when delivered personally or when sent by certified or registered mail, and if to be given to the County shall be sent or delivered to:

Snohomish County Sheriff
County Courthouse
3000 Rockefeller, M/S 606
Everett, WA 98201

And if to be given to the City shall be sent or delivered to:

Mayor
City of Sultan
PO Box 1199
319 Main Street
Sultan, WA 98294-1199

12.0 INDEMNIFICATION.

12.1 COUNTY RESPONSIBILITY. The County shall protect, save harmless, indemnify, and defend the City, its elected and appointed officials, officers, employees, and agents, from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or County employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the County in performance of this agreement, its elected or appointed officials, officers, employees, or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the City, its elected or appointed officials, officers, employees, or agents.

12.2 CITY RESPONSIBILITY. The City shall protect, save harmless, indemnify, and defend the County, its elected and appointed officials, officers, employees, and agents from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or the City employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the City in performance of this agreement, its elected or appointed officials, officers, employees, or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the County, its elected or appointed officials, officers, employees, or agents.

12.3 CITY ORDINANCES. In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility that arises in whole or in part from the existence or effect of City ordinances, rules, or regulations. In any cause, claim, suit, action, or administrative proceeding in which the enforceability and/or validity of any such City ordinance, rule, or regulation is at issue, the City

shall defend on that issue at its sole expense, and if judgment is entered or damages are awarded against the City, the County, or both, on that issue, the City shall satisfy the same, including all chargeable costs and attorney's fees, attributable to the existence or effect of a City ordinance, rule, or regulation. In any such cause, claim, suit, or action, each party shall otherwise remain responsible for its own acts or omissions, as well as those of its elected and appointed officials, officers, employees, and agents, as provided in paragraphs 12.1 and 12.2 to this agreement.

13.0 AUDITS AND INSPECTIONS.

The records and documents with respect to all matters covered by this agreement shall be subject to inspection, review, or audit by the County or the City during the term of this agreement and for a period of three (3) years after termination.

14.0 AMENDMENTS.

This Agreement may be amended at any time by mutual written agreement of the parties executed with the same formalities as are required to execute this agreement.

15.0 CONTRACT ADMINISTRATION.

The parties shall each appoint a Contract Administrator to review performance and other issues that are not related to day-to-day operations. Each party shall provide the other party with the name of its appointed Contract Administrator. The Contract Administrators will meet in March and September of each year as described in section 5.0. Either party may call additional meetings with ten (10) days' prior written notice to the other party. Any problem that cannot be resolved by the Contract Administrators shall be referred to the City Mayor and the County Sheriff for settlement.

16.0 NO THIRD PARTY BENEFICIARY.

The County and the City agree that this Agreement shall not confer third-party beneficiary status on any non-party, including the citizens of either the County or the City.

17.0 LEGAL REQUIREMENTS.

Both parties shall comply with all applicable federal, state, and local laws in performing this agreement.

18.0 VENUE.

The laws of the State of Washington shall apply to the construction and enforcement of this agreement. Any action at law, suit in equity, or judicial proceedings for the enforcement of this agreement or any provision hereto shall be in the Superior Court of Snohomish County, Everett, Washington.

19.0 ENTIRE AGREEMENT, WAIVER OF DEFAULT.

The parties agree that this agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance and the provisions of this agreement. Waiver of any default shall not be deemed as a waiver of any subsequent default. Waiver or breach of any provision of this agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval by the County, which shall be attached to the original agreement.

20.0 SEVERABILITY

Should any clause, phrase, sentence, or paragraph of this agreement be declared invalid or void, the remaining provisions of this agreement shall remain in full force and effect.

In witness whereof, the parties have executed this Agreement.

"CITY"

CITY of SULTAN

_____ DATE _____

"COUNTY"

SNOHOMISH COUNTY

_____ DATE _____

County Executive, Aaron Reardon

RECOMMENDED FOR APPROVAL

_____ DATE _____

Sheriff John Lovick

APPROVED AS TO FORM

_____ DATE _____

Deputy Prosecuting Attorney

REVIEWED BY RISK MANAGEMENT

_____ DATE _____

Diane Weber, Loss Control Manager

Exhibit A
Contract Amount

Years 2009-2013	Contract Amount				
	2009	2010	2011	2012	2013
Personnel					
Lieutenant	\$ 68,956	\$ 71,025	\$ 73,155	\$ 75,350	\$ 77,611
Sergeant	\$ 124,886	\$ 128,633	\$ 132,492	\$ 136,467	\$ 140,561
Master Patrol Deputy (MPD)	\$ 111,410	\$ 114,752	\$ 118,195	\$ 121,741	\$ 125,393
Deputy Sheriff	\$ 310,221	\$ 319,527	\$ 329,113	\$ 338,986	\$ 349,156
Detective	\$ 34,124	\$ 35,148	\$ 36,202	\$ 37,289	\$ 38,407
Law Enforcement Secretary	\$ 31,088	\$ 32,021	\$ 32,981	\$ 33,971	\$ 34,990
Overtime Allocation	\$ 64,890	\$ 66,837	\$ 68,842	\$ 70,907	\$ 73,034
Total FTEs					
Personnel Subtotal	\$ 745,575	\$ 767,942	\$ 790,981	\$ 814,710	\$ 839,151
One-Time Start-up Costs*					
Start-up costs for Deputy/Sgt/MPD	\$ 6,667	\$ 6,667	\$ 6,667	\$ -	\$ -
Start-up costs for vehicle & equipment	\$ 68,745	\$ 68,745	\$ 68,745	\$ -	\$ -
Credit for Retained Vehicles	\$ (40,958)	\$ (40,958)	\$ (40,958)	\$ -	\$ -
Credit for retained equipment, gear	\$ (28,462)	\$ (28,462)	\$ (28,462)	\$ -	\$ -
Start-up cost for retained vehicle replacement fund	\$ 13,932	\$ 13,932	\$ 13,932	\$ -	\$ -
Start-up cost for DIS/Phone	\$ 7,433	\$ 7,433	\$ 7,433	\$ -	\$ -
Start-up Costs Subtotal	\$ 27,357	\$ 27,357	\$ 27,357	\$ -	\$ -
Annual Operating Costs					
Contract Administration Services	\$ 996	\$ 1,026	\$ 1,057	\$ 1,089	\$ 1,121
Phones/PCs/Information Services	\$ 34,787	\$ 35,831	\$ 36,906	\$ 38,013	\$ 39,153
Evidence Facility Services**	\$ 5,550	\$ 5,717	\$ 5,888	\$ 6,065	\$ 6,247
Records Management Services**	\$ 14,012	\$ 14,433	\$ 14,866	\$ 15,312	\$ 15,771
Training	\$ 2,885	\$ 2,972	\$ 3,061	\$ 3,153	\$ 3,247
Operational Supplies	\$ 9,495	\$ 9,780	\$ 10,073	\$ 10,375	\$ 10,687
Utilities	\$ 8,700	\$ 8,961	\$ 9,230	\$ 9,507	\$ 9,792
Janitorial Services	\$ 3,471	\$ 3,575	\$ 3,682	\$ 3,793	\$ 3,907
Facilities Maintenance	\$ 9,000	\$ 9,270	\$ 9,548	\$ 9,835	\$ 10,130
Annual Operating Cost Subtotal	\$ 88,897	\$ 91,564	\$ 94,311	\$ 97,140	\$ 100,055
Annual Credits					
Credit for Police Facility	\$ (24,000)	\$ (24,720)	\$ (25,462)	\$ (26,225)	\$ (27,012)
Annual Credits Subtotal	\$ (24,000)	\$ (24,720)	\$ (25,462)	\$ (26,225)	\$ (27,012)
Grand Total by Year	\$ 837,829	\$ 862,143	\$ 887,187	\$ 885,625	\$ 912,194

Exhibit B

Organization - Personnel

<u>Years 2009-2013</u>	<u>FTE</u>	<u>City</u>	<u>City</u>
	<u>Count</u>	<u>Share</u>	<u>FTE</u>
<u>Personnel</u>			
<u>Lieutenant</u>	<u>1.0</u>	<u>50%</u>	<u>.50</u>
<u>Sergeant</u>	<u>4.0</u>	<u>25%</u>	<u>1.0</u>
<u>Master Patrol Deputy (MPD)</u>	<u>4.0</u>	<u>25%</u>	<u>1.0</u>
<u>Deputy Sheriff</u>	<u>12.0</u>	<u>25%</u>	<u>3.0</u>
<u>Detective</u>	<u>1.0</u>	<u>33%</u>	<u>.33</u>
<u>Law Enforcement Secretary</u>	<u>1.0</u>	<u>50%</u>	<u>.50</u>
<u>Overtime Allocation</u>			
<u>Total FTEs</u>	<u>23.0</u>		<u>6.33 FTE</u>



Sheriff John Lovick

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



Mayor Carolyn Eslick

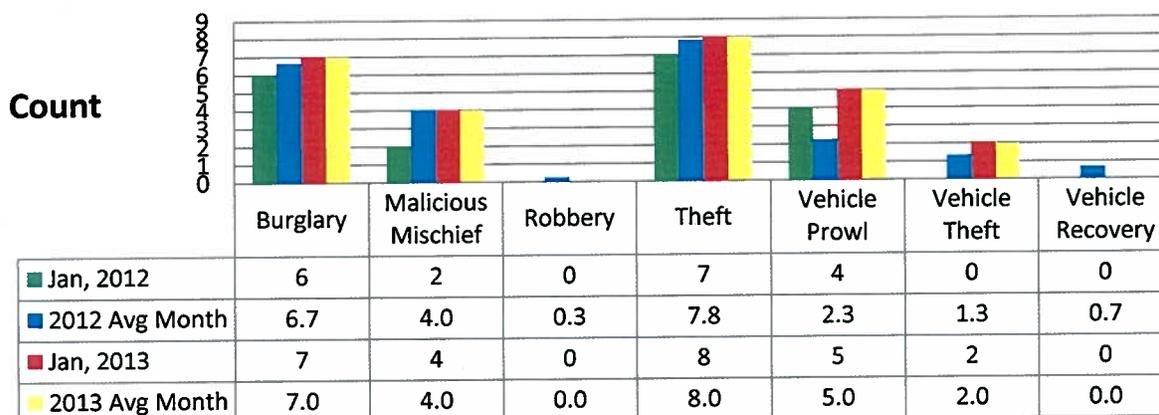
Notable Events of January 2013

- You will notice a small but significant change in your monthly report, beginning this month. Just below these notes are now two charts named "Property Crime-Sultan All Dispositions". Just below it is "Property Crimes-Sultan Reports and Arrests Made." We have done this to properly account for all the numbers reported by SNOPAC but to also give you an accurate report of what is going on. The difference between the two charts is that the first chart shows how many 911 calls that were called in as "burglaries, thefts", etc. Many times citizens call 911 and report what they think is happening, for instance they think someone is breaking into a house but when deputies investigate the call, it is learned it was not a burglary, instead it was a friend climbing in a window. The second chart reflects how many of those calls were cleared with a report or an arrest, which means the call really was a burglary. I hope this makes sense.
- Block Watch members watched a canine demonstration and learned about how and why police use canine units.
- Members of the Police Department participated in the the Zack Attack Candle Light Vigil at our Gazebo.
- Several members of the city, fire department, police department and school district attended a demonstration at Microsoft's command center to learn about computer programs to improve interoperability and make us all more efficient when we respond to emergencies.
- Councilwoman Davenport-Smith completed the Sky Valley Coalition's Five Year Strategic Plan and submitted it to Snohomish County for approval.
- Members of the Sultan Safety Fair committee had their first meeting to plan for our Forth Annual Safety Fair, Saturday May 11th. There are many of the usual partners with many more, including Q13 Washington's Most Wanted.
- Concealed Pistol License Applications and permits continue to far surpass the average 45 permits per month. Last Wednesday Vicki processed 14 CPL applications in one day.
- Jason Toner his now trained and has replaced Tom Dittoe as SRO and Tom is now a detective.
- The last bus that was parked and occupied on Skyview was removed by the owner. Skyview no longer has any residents except at the caretaker house.
- Compass Health and Housing Support staff were out to Sultan twice in Janauary and with the help of deputies, found seven people living under bridges and in Hoco Pit. Four have accepted help and the other three were told they would have to move from where they were staying.
- It has been a pleasure working with all of you.

The following charts and table compare calls for service in the reporting month to the same month in the previous year and provide a monthly average (Typical Month) in each category. Data displayed is for all dispatch groups provided service by the Sultan (PP) Police agency.

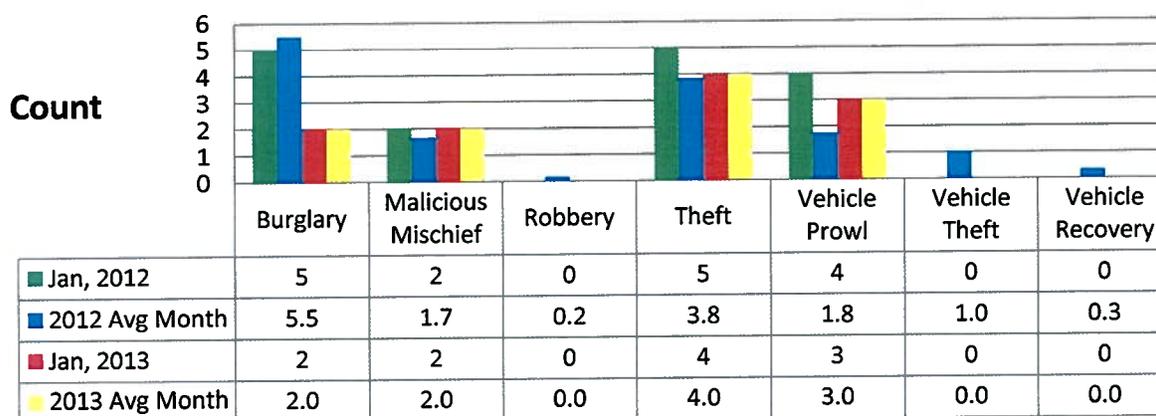
Property Crime - Sultan

All Dispositions



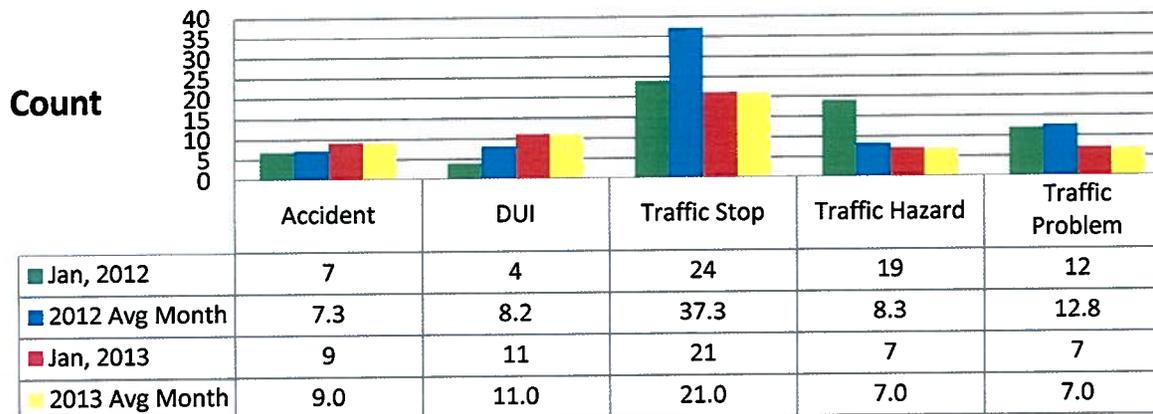
Property Crime - Sultan

Reports or Arrests Made



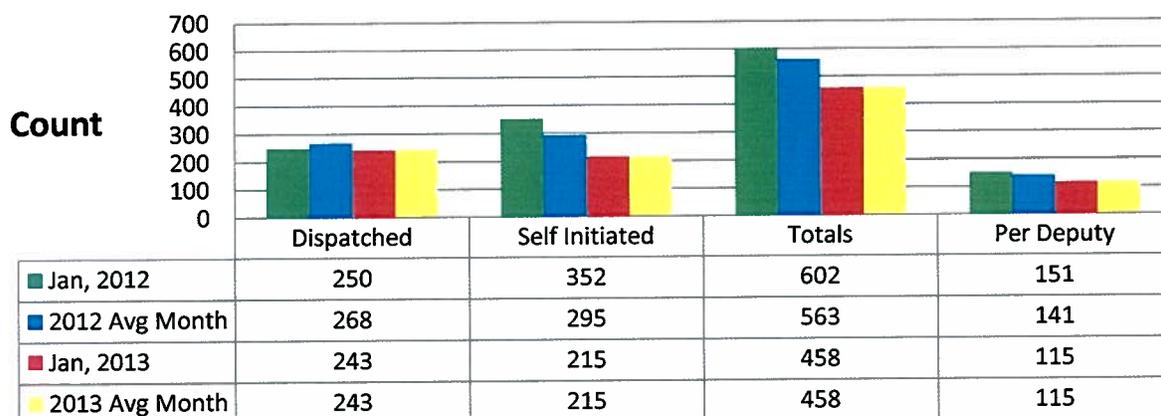
Traffic Calls - Sultan

All Dispositions



Calls By Source - Sultan

All Dispositions



Notes: SNOPAC + Citizen: SNOPAC or Citizen generated – dispatched calls for service
 Self Generated: Calls initiated by deputies
 Per Deputy: Total divided by number of assigned personnel (4 deputies)

Event Code	Jan, 2012	2012 Total	2012 Avg Month	Jan, 2013	2013 Total	2013 Avg Month
911	22	228	19.0	30	30	30.0
ABAND	15	44	3.7	2	2	2.0
AC	3	92	7.7	6	6	6.0
ACC	5	74	6.2	9	9	9.0
ACCP	2	13	1.1	0	0	0.0
ADMINU	0	7	0.6	2	2	2.0
AF	4	50	4.2	5	5	5.0
AL	8	97	8.1	5	5	5.0
ALARM	11	97	8.1	5	5	5.0
ALARMH	1	3	0.3	0	0	0.0
ALARMP	0	5	0.4	1	1	1.0
AREA	2	22	1.8	1	1	1.0
ASLT	3	39	3.3	1	1	1.0
ASLTP	1	33	2.8	3	3	3.0
ASLTW	1	9	0.8	0	0	0.0
BANG	0	28	2.3	1	1	1.0
BARCK	10	31	2.6	0	0	0.0
BURG	6	70	5.8	5	5	5.0
BURGP	0	10	0.8	2	2	2.0
CAMP	0	1	0.1	0	0	0.0
CHILD	2	31	2.6	0	0	0.0
CHILDP	0	4	0.3	0	0	0.0
CIVIL	15	98	8.2	8	8	8.0
CPS	0	10	0.8	1	1	1.0
DEATH	1	4	0.3	0	0	0.0

DETAIL	0	1	0.1	0	0	0.0
DISTP	8	192	16.0	9	9	9.0
DISTV	1	6	0.5	0	0	0.0
DUI	4	98	8.2	11	11	11.0
DVP	1	39	3.3	3	3	3.0
DVW	1	3	0.3	0	0	0.0
ESCORT	0	2	0.2	0	0	0.0
FAMILY	2	31	2.6	1	1	1.0
FLUP	110	791	65.9	55	55	55.0
FOOT	12	22	1.8	0	0	0.0
FRAUD	0	20	1.7	4	4	4.0
HARASS	2	69	5.8	8	8	8.0
IMP	0	2	0.2	0	0	0.0
INFO	33	408	34.0	33	33	33.0
JUV	2	72	6.0	4	4	4.0
LEVEL2	0	7	0.6	0	0	0.0
MAILIN	0	6	0.5	0	0	0.0
MAL	2	39	3.3	3	3	3.0
MALP	0	9	0.8	1	1	1.0
MCINV	0	2	0.2	0	0	0.0
NL	0	17	1.4	0	0	0.0
NOISE	8	66	5.5	3	3	3.0
NOP	19	85	7.1	14	14	14.0
NUIS	4	40	3.3	3	3	3.0
PA	11	110	9.2	4	4	4.0
PANIC	0	5	0.4	0	0	0.0
PAPER	0	23	1.9	0	0	0.0
PARTY	1	13	1.1	0	0	0.0
PERS	1	34	2.8	0	0	0.0
PERSP	0	2	0.2	0	0	0.0
PMISC	2	9	0.8	0	0	0.0
PROP	1	48	4.0	3	3	3.0
RADAR	5	60	5.0	1	1	1.0
ROBB	0	1	0.1	0	0	0.0
ROBP	0	2	0.2	0	0	0.0
RSO	0	50	4.2	0	0	0.0
SECK	86	995	82.9	54	54	54.0
SHOTS	1	15	1.3	0	0	0.0
SHOTSP	0	0	0.0	1	1	1.0
SPOP	0	1	0.1	0	0	0.0
SRO	27	301	25.1	35	35	35.0
SS	7	122	10.2	7	7	7.0
STAKE	5	24	2.0	0	0	0.0
SUBS	7	118	9.8	2	2	2.0

SUIC	3	12	1.0	3	3	3.0
SUICP	0	5	0.4	0	0	0.0
SUICW	1	4	0.3	0	0	0.0
SUSP	37	481	40.1	29	29	29.0
SUSPP	5	112	9.3	9	9	9.0
SWARR	0	1	0.1	0	0	0.0
T	24	447	37.3	21	21	21.0
TC	1	2	0.2	0	0	0.0
THAZ	19	100	8.3	7	7	7.0
THEFT	6	81	6.8	8	8	8.0
THEFTP	1	13	1.1	0	0	0.0
TRAIN	4	34	2.8	5	5	5.0
TRES	0	20	1.7	0	0	0.0
TRESP	1	19	1.6	1	1	1.0
TRF	12	153	12.8	7	7	7.0
VEHR	0	8	0.7	0	0	0.0
VEHT	0	14	1.2	2	2	2.0
VEHTP	0	2	0.2	0	0	0.0
VIOL	1	10	0.8	1	1	1.0
VIOLP	0	9	1	2	2	2
VPROWL	4	27	2	5	5	5
WARR	5	107	9	9	9	9
WELC	3	38	3	3	3	3
Grand Total	602	6759	563	458	458	458

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

**SULTAN CITY COUNCIL
AGENDA COVER SHEET**

ITEM NO: SR-2
DATE: February 14, 2013
SUBJECT: Planning Board Minutes
CONTACT PERSON: Robert Martin, Community Development Director

ISSUE:
Transmitting Planning Board Minutes from January 8, 2013 meeting.

STAFF RECOMMENDATION:
Receive Report, no action required.

ATTACHMENT A: Planning Board Minutes

ATTACHMENT A

SULTAN PLANNING BOARD MINUTES January 8, 2013

PLANNING BOARD MEMBERS PRESENT:

Frank Linth
Janet Peterson
Lucy Hitchcock
Geoffrey Evans

STAFF PRESENT:

Robert Martin, Director
Ken Walker, City Administrator

CALL TO ORDER:

Call to Order at 7:03 p.m.

CHANGES TO THE AGENDA:

Order of presentation of Items D-1 and D-2 reversed for benefit of audience.

PLANNING BOARD MEMBER COMMENTS:

Ms. Peterson: Traveled far to be here this evening, glad to be here.

Ms. Hitchcock: Interested in hearing in D-2 how population allocation relates to utility rates.

Mr. Evans: None

Mr. Linth: Attended County Planning Commission meeting. Observed procedure, and happy to verify that we do things right here in Sultan.

PUBLIC COMMENTS:

Comments reserved for public hearing.

APPROVAL OF MINUTES:

Ms. Hitchcock moved that the Planning Board Meeting Minutes for December 4, 2012, be approved as submitted. Second by Mr. Evans.

Ms. Peterson offered amendment indicating that Mr. Carl Brida was in attendance at the December 4th Meeting. Public in attendance should be changed to note that fact.

Ms. Hitchcock agreed with the amendment.

Call for the Question:

All Ayes.

PUBLIC HEARING AND ACTION ITEMS:

PH-1:Public Hearing on Code Amendment regarding Medical Marijuana Collective Gardens, Prohibition in Economic Development (ED) Zone.

Mr. Linth called for staff introduction/report.

Mr. Martin explained that the moratorium under consideration is different than the existing moratorium. The existing moratorium on location of Collective Gardens applies to the entire City Limits until the Council completes work on the Board's recommendations regarding a Medical Marijuana Code.

The moratorium under consideration in this agenda item is coupled with the Council's completion of the Medical Marijuana Code, and is designed to prohibit Collective Gardens on Economic Development (ED) zoned property north of US-2. This comes into play if the Council adopts the Board's recommendation to restrict Collective Gardens to the ED zone. The reason for the proposed selective moratorium is that the Comprehensive Plan calls for rezoning of the ED property north of US-2 to zone similar to Highway Oriented Development.

If Collective Gardens are allowed on the ED-zoned land north of US-2, they will become nonconforming uses as soon as the zoning code and map are amended to conform to the Comprehensive Plan Policy directions.

The Board is holding a public hearing on this moratorium so that the procedure has been completed if the Council chooses to adopt the recommended ED-zone amendment for Collective Gardens. The net result of adopting the proposed code amendment and the moratorium is that Collective Gardens would be restricted to the ED-zoned area south of US-2 in the general vicinity of E-Main St. and 149th Ave. S.E.

Mr. Linth read the rules of procedure for the public hearing.
The Hearing was declared open for public testimony.

- Mr. Ray George, 1304 Skywall:

Mr. George objected to Mr. Linth chairing the hearing because he is not a resident of the City of Sultan.

Mr. Martin asked if he was registering a challenge that the Board would vote on to determine if Mr. Linth should continue.

He said no.

Mr. George objected to regulations on Medical Marijuana that locate the facilities in one area. The city should not adopt regulations and should allow them to be anywhere in the community, not concentrated in one area. Placing them in the ED-area south of US-2 only will reduce property values and is close to home school and day care. He doesn't read the statute to say that the City has to allow them.

- Ms. Kay George, 1304 Skywall:

Residents of the Skywall neighborhood hate that the area is one way in and out, this is not a reason to recommend it for location of Collective Gardens as stated by the Police Chief. Law enforcement issues will arise and people trapped down there will become neighbor problems. Council is divided. Federal law prohibits marijuana. Statute says that City "may" allow, not shall allow, so should not allow.

- Gerry Gibson, 1102 Dyer:

Against medical marijuana, can't understand why the City is trying to allow it. City will be sued either way. Should just continue moratorium indefinitely, and wait for federal law to settle the issue. Doesn't understand what is being proposed.

- Ms. Kay George, 1304 Skywall:

Councilman Joe Nigel has much experience with the social effects of marijuana and other drugs and he is against allowing it in the community. We need to find ways to construct an ordinance that doesn't welcome them. For example, require them to be right on US-2 in plain view so that they can be fully observed.

- Mr. Linth asked for a moment in the hearing to recap:

This hearing is regarding placement of a new moratorium as a further restriction on Collective Gardens in the community. State law currently provides that they are legal everywhere unless local governments restrict them to certain areas. This moratorium and the Board's recommendation to the Council on a code amendment are that type of restriction so that the City of Sultan is not seen to be encouraging location of Collective Gardens. The moratorium under consideration is to implement Comprehensive Plan provisions that call for changing the zone north of US-2.

Mr. Linth stated that he and the Board visited the Council several times during the Board's work on this issue over the last year. The Council and the public were invited to participate in the Board's work on the issue and specifically to attend the hearing on the proposed Medical Marijuana Code in December. He also visited with several business/property owners in the East Main industrial area prior to that hearing, discussed the issue with them and invited them to attend the hearing. None of those people had any big issue with the Collective Garden proposal and none came to the hearing.

- Mr. Ray George, 1304 Skywall:

City should exclude them from all areas, adopt a moratorium prohibiting them.

- Ms. Kay George, 1304 Skywall:

Board should add all areas of city to moratorium under consideration.

- Gerry Gibson, 1102 Dyer:

City web site is down, couldn't get agenda. Should treat all industrial-zoned areas the same. City can get sued no matter what choice is made

Mr. Ray George, 1304 Skywall:

- Doing nothing is less risky for law suit. Everyone is doing it in their homes now anyway, so leave it quiet and don't concentrate or focus on one area.

Ms. Janet Peterson:

- The City is already involved in a law suit and it is costing a lot of money.

Close Hearing:

With no further testimony, Ms. Peterson moved to close the hearing.

Motion seconded by Ms. Hitchcock

All Ayes.

A-1: Recommendation to City Council on Medical Marijuana Collective Gardens, Prohibition in Economic Development (ED) Zone;

- Mr. Linth summarized his understanding of the issue:

Collective Gardens are, by state law, allowed everywhere right now. The only reason that they are not legal anywhere in Sultan is that the City has adopted a moratorium. The City may restrict, but may not prohibit them. If Collective Gardens are not to be allowed everywhere in

the City, restrictions must be adopted. That is the intent of the recommendation that the Board has sent to the Council.

Further, all voting districts in the City of Sultan approved the Recreational Marijuana Initiative in the recent election. It is hard to understand how the majority of the community would vote for recreational marijuana but be strongly against medical marijuana. There are many unknowns, but the state has made clear that people holding documents for medical marijuana are supposed to have access.

- Ms. Peterson:

The Board has worked on this for a long time. They have done the best they know how, and have forwarded it to the Council. It is in the Council's hands now. The State should restrict growers to supply local medical users.

- Mr. Linth:

Collective Gardens are not, as legally constituted, a commercial operation. City cannot keep indefinite moratorium in place. That is not legal.

Motion:

Ms. Peterson moved to forward the proposed moratorium to the Council with a recommendation to adopt it along with the Board's recommendation for a Medical Marijuana Code.

Mr. Evans Second.

All Ayes.

DISCUSSION AND STUDY ITEMS:

Items D-1 and D-2 were switched in order for convenience of the audience.

D-2: Draft Population Allocation for 2015 to 2035 Comprehensive Plan

- Mr. Martin explained the history of Sultan's population planning:

In the late 1990's and early 2000's, the political perspective was to get as big a population allocation as possible. There was no recognition that population numbers would translate into State requirements to provide utility and transportation services. Multiple cases at the Growth Management Hearings Board enforced that this linkage was required. This linkage is partly responsible for the City's high utility rates and Utility Connection Fees. Requirements for upgrades and improvements to serve current residents and development approvals not related to long-term population allocation numbers are also important parts of the rate and fee structure.

At this time, the City and County have arrived at a reduced population allocation for the upcoming 2015 Comprehensive Planning cycle. The City's old number from the 2004 Plan was 11,119 by the year 2025. The new number being proposed to the County Council's Snohomish County Tomorrow (SCT) program is 8,407 to be achieved by 2035. This greatly eases the rate at which the city's utilities need to plan and fund system increases. Further, it should stabilize Utility Connection Fees. As other communities in the area face the realities of utility funding and increase their utility connection fees to appropriate levels, Sultan can again expect to be a desirable location for housing development.

- Ms. Hitchcock asked about the differential rate between in-city water/sewer customers and those in the Urban Growth Area.

- Mr. Martin indicated that part of the differential is that in-city residents have paid over time to develop the existing system that residents on the periphery of the City Limits have gained access to later on.

- Mr. Gerry Gibson asked to comment on the issue:

He stated that he did not agree that the population allocation issue is not directly responsible for high utility rates. He said that this issue has been discussed by the council many times, and growth was the issue.

- Mr. Linth pointed out that the reduced population allocation combined with the extra 10 years involved in getting to that number amounts to a reduction of half of the previous allocation.

The Board finished by affirming the importance of the reduced population allocation.

D-1: Planning Board Purpose Statement

- Mr. Linth discussed his observations on the Snohomish County Planning Commission's Purpose statement and asked the Board members for their perspective.

- Mr. Evans indicated that it read more like a description of duties than a broad statement of the board's purpose. A purpose statement should deal with why things are to be done more than how they are to be done.

- Ms. Peterson felt that a purpose statement for the Sultan Planning Board should be broadly worded and should not limit the Board's scope or methods as long as it operates within the proper legal limits.

- Mr. Linth asked City Administrator Walker if he would be willing to work with the language based on what he had heard from the Board.

- Mr. Walker agreed to bring something back to the Board.

PLANNING BOARD MEMBER COMMENTS:

- Ms. Peterson commended the Board for orderly and quality business work, good job.
- Mr. Linth appreciated the effort and felt that it was a good meeting where much was accomplished.

ADJOURNMENT:

Ms. Hitchcock moved to adjourn.

Mr. Evans seconded.

All Ayes.

Adjourned at 9:25

**SULTAN CITY COUNCIL
AGENDA COVER SHEET**

ITEM NO: SR-3
DATE: February 14, 2013
SUBJECT: Code Enforcement Report
CONTACT PERSON: Victoria Forte', Community Service Officer
Robert Martin, Community Development Director

ISSUE:
Transmitting report from Victoria Forte, Community Services Officer.

STAFF RECOMMENDATION:
Receive Report, no action required.

BACKGROUND:
Code Enforcement Report

ATTACHMENT

ATTACHMENT A: Code Enforcement Report

Case Stat	Project Lead	Start Date	Case #	Property Address	Owner Name	Diaped building/ fence	Parked cars/trailers on property/street	Overgrown trees and shrubs	Noxious weeds	Vehicle Obstruction(s)	Accumulation of rubbish / Trash	No permit/ license / trailer coaches	1st	2nd	most recent	Final
A	Douglas	11.22.2011	12-407	32821 Cascade view	Pearson								1.22.2011	11.22.2011		
A	Maro	2.8.2012	12-407	Bakery A Frame Sign	Smith								2.14.2012			
A	Eob	3.26.2012	12-422	1400E 39th St SE	Wolter								4.3.2012	13.1E.2012	1.3.2013	
P	Eob	5.22.2012	12-44E	Vacant lot Salomar R/J	Nelson								5.30.2012	7.24.2012		
A		7.18.2012	12-48E	200 Blk SR2 @ SBR	Coastal								9.13.2012	11.20.2012		
F		10.22.2012	12-50E	8JE Main Street	Storabo								5.2.2012	10.22.2012	2.1E.2012	1.25.2013
A	Eob	12.1E.2012	12-50E	334 Stevens Ave	Fulcher								10.17.2012	12.5.2012		
A		11.6.2012	12-51E	813 Dyer Rc	Koele								1.13.2012	11.1E.2012	1.8.2013	
A		11.15.2012	12-517	100 10th Street	Clark								1.14.2012	1.22.2013	2.4.2013	
F		12.1E.2012	12-52E	4JE Main Street	Budnikov								12.19.2011			3.2013
A		1.15.2013	13-30E	4JE 5th Place	Sunquist								1.22.2013			
		2.5.2013	13-301	404 11th Street	Fed National Mortgage								2.5.2013			
		2.5.2013	13-302	312 Main Street	Wa burn								Eob			
		2.5.2013	13-302	718 SR2	??											
		2.5.2013	13-30E	33 Stevens Ave	Bulcher											
		2.5.2013	13-304	13817 E10th Ave	Wler										2.5.2013	
		2.5.2013	13-30E	707 Alder Ave	Jordan											

SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

ITEM NO: Staff Report SR4

DATE: February 14, 2013

SUBJECT: IT

CONTACT PERSON: Ken Walker, City Administrator

SUMMARY:

This is a list of IT tasks performed since October 5, 2012 by Gold Bar Geek.

Domain Related

Helped with transfer/redirecting of ci.sultan.wa.us to CBG hosting account.

Created email accounts.

Built temporary website and added link to pay utilities.

Created mailing lists for Public Notices, Blockwatch, and Business subscribers.

Added account and FTP access for website vendor to upload files, build new site

Network Related

Replaced outdated firewall/gateway computer with commercial grade Watchguard Firewall appliance.

Worked with Comcast on internet speeds

Connected speed from 1mbps to 50mbps

Created new Branch Office VPN tunnel between Public Works Office & City Hall

Server Related

Reset domain administrator password and removed remote access

Gain control of backup subscriptions and storage servers.

Added local external backup drives, created backup schedules.

Repartitioned drives on Springbrook server to enhance Windows.

Rebuilt camera server, Quadruples drive space for DVR recordings

Workstation Related

Added all local users to administrator group for updating anti-virus

Converted old email data for importation to users outlook.

Configured Outlook to download complete messages, not just headers.

Set up new laptops for WWTP.

Installed new software WWTP

Handled all day to day operational problems.

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: Consent C 1A
DATE: February 14, 2013
SUBJECT: Council Meeting Minutes

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

SUMMARY:

Attached are the minutes of the January 24, 2013 regular Council meeting as on file in the office of the City Clerk.

RECOMMENDED ACTION:

Approve as submitted.

CITY OF SULTAN COUNCIL MEETING – January 24, 2013

Mayor Eslick called the regular meeting of the Sultan City Council to order in the Sultan Community Center. Councilmembers present: Marshall, Slawson, George, Neigel, Davenport-Smith, Blair and Beeler.

Executive Session: On a motion by Councilmember Blair, seconded by Councilmember Beeler, the Council adjourned to executive session for forty minutes to discuss a personnel matter. All ayes. The Council returned to regular session at 7:50 PM

COMMENTS FROM THE PUBLIC:

Bob Knuckey: Presented a map of the Osprey Park Trails prepared by Harmsen and Associates (at no cost) to show the new bridges and trails. The map will be posted at Osprey Park. He requested the city send a thank you letter to Harmsen and Associates.

Susie Hollenbeck: It would be nice to post the maps throughout the park for direction. She did graffiti removal today around town and was please to see there was not a lot in the city. The city will be losing Officer Ditto, Teigen and Brand and the city needs to keep the programs going they started and keep the bar high.

Ray George: The Planet Power grant application does not make a lot of sense to him. The cost savings is over 20 years for the reimbursement for the kilowatt hours. Olympia is spending a lot of money for small return. Has been working with the city on the sewer pumps and there are things that clog the system up such as diapers/hygiene. It would be a good idea to have the Public Works department send out information on what clogs the system.

Gerry Gibson: There was a hearing on Timber Ridge at the last meeting and according to the minutes, his comments were not submitted to the council. (Staff advised the comments were received after 5 PM and not received until the next day.) Thanked the city for passing out flyers on the burglaries; it was great information. Based on the crime rate, the city may need more officers. The city web site is down and it is hard to see what is going on at the meetings. Asked if any action is happening on the property across from cemetery with all the junk.

COUNCILMEMBER COMMENTS

Slawson: Community Transit will have a fare increase to bring rates up to industry standards. Changes to routes have been made to cut the cost for the buses. Snohomish County Tomorrow has discussed the population allocation decreases and has requested the board vote yes on the reduction. They will vote next month and then the issue will go to Snohomish County council. Thanked Chief Brand for his service.

George: Requested a brief summary of written comments be included in the minutes. Would like to see Mr. Gibson's comments added to the public hearing record.

Davenport-Smith: Staff went to Olympia on Monday to meet with state representations to discuss city projects. The face-to-face interaction is very important for the city to get funds for city projects. Need to thank them and ask again for funds. Attended the Snohomish County cities dinner and the US 2 Coalition is recommending cable barriers along US 2 – tension barriers with led lights.

Neigel: Would be interested in supporting the improvements on US 2. Thanks to Mr. George for helping score the Alder avenue engineer applications. Agrees with some comments regarding the Planet power grant. Thanks to Chief Brand for his service.

CITY OF SULTAN COUNCIL MEETING – January 24, 2013

Blair: Thanked Chief Brand for all his service and looks forward to his continued attendance at city events. Energy grants come from federal funds to the state and most PUD programs are federally funded such as the dam at Young's Creek. Need to work on the nuisance code as they have tried different ways to enforce the code without success. On the notices for public hearings, the time limit to accept public comments should be included.

Beeler: The DEA says that communities that relaxed the rules have seen an increased use of drugs. The cable barrier system will cost \$20-25 million and includes passing lanes in sections. WSDOT has looked at a second lane from Sultan Red Apple to chapel to ease traffic.

Marshall: A young man at the Middle School tried to take his life this week. People need to be aware of what is going on with their children and not blame the schools for all the problems; parents need to take some responsibility. There will be an anti-bullying vigil on Sunday at 6 pm.

McNaughton: There will be a support of cancer treatment rally at the basket ball game on Friday. The jazz band and choir will be performing on Saturday along with the band Southern Comfort. The musical Beauty and Beast performances are February 20-23 and tickets are available.

Mayor Eslick: Group went to Olympia on Monday and visited with several state representatives to discuss Alder Avenue, the pedestrian bridge and a proposal to purchase the Dutch Cup for a community center and evacuation center. They received a good reception from the state and federal representatives. Will be on vacation from February 24 to March 1st. The new director at the VOA is Adele Hurst. They have services and funding available for the community and will be holding a round table to let people know what is available.

Ken Walker: Provided update reports on the Museum and 8th street speed cushions. Provided information on medical marijuana and requested the council review it and draft questions for the attorney.

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

- 1) Public Works
- 2) Public Works Field Supervisor
- 3) Volunteer Report
- 4) Animal Control/Code Enforcement

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

- 1) Approval of the Council Meeting Minutes
 - A. January 10, 2013 Council meeting
 - B. January 10 2013 Public Hearing - Timber Ridge Moratorium
 - C. January 10 2013 Public Hearing – Collective Gardens/Medical Marijuana Moratorium
- 2) Approval of Vouchers in the amount of \$170,771.38 and payroll through January 4, 2013 in the amount of \$79,932.28, to be drawn and paid on the proper accounts.

CITY OF SULTAN COUNCIL MEETING – January 24, 2013**ACTION ITEMS:****WWTP Short Term Improvements – Final Acceptance**

The issue before the City Council is final acceptance of the Wastewater Treatment Plant Short Term Improvements completed by Stouder General Construction, LLC. The council authorized the Mayor to sign a contract on November 10, 2011 with Stouder General Construction, LLC not to exceed \$323,000 to construct the following:

- One Influent Archimedes Screw Pump and Automated Grease System
- Influent Screw Pump Trough Concrete and Grout
- Electrical for Influent Screw Pump & Automated Grease System
- Two Stop Gates
- One Ultraviolet Bank with System Control Panel
- Electrical for one Ultraviolet Bank

The actual contract amount with Stouder General Construction, LLC was for \$307,473.75 (including sales tax). There was one change order for wiring modifications for the Influent Screw Pump for an additional \$266.74. The resulting total contract amount was 283,391.74. With 8.6 percent sales tax, the contract amount was \$307,763.43.

Gray & Osborne has completed all contract elements including updating the Operations and Maintenance Manual and providing the City with as-constructed drawings. All system improvements are in place and operational.

The City received a \$335,000 legislative proviso for these improvements. Council approved using a portion of the CR Reserve Sewer Fund to make up the anticipated budget shortfall at their November 10, 2011 council meeting.

On a motion by Councilmember Blair, seconded by Councilmember Slawson, the city accepted the Engineers recommendation and accepted the Wastewater Treatment Plant Short Term Improvements completed by Stouder General Construction, LLC. All ayes.

Mayor Pro-Tem Appointment

In accordance with the current Council Rules of Procedures for Council Meetings, the Council appoints a Mayor Pro Tem for the year at the first Council meeting. The Mayor Pro Tem conducts the business of presiding over meetings of the council and any other regularly conducted business of the Mayor in the Mayor's absence.

Councilmember Slawson was nominated as the Mayor Pro-tem for 2013. On a motion by Councilmember Slawson, seconded by Councilmember Davenport-Smith, Councilmember Slawson was appointed as the Mayor pro-tem for 2013. All ayes.

Sub Committees

The issue before the City Council is to discuss the Council sub-committee structure and membership for 2013 and set dates for the Council retreats.

Council Subcommittees are working groups within the Council that focus on particular areas of concern and interest to the Council and the community. The Council established sub-committees based on topics. The most common issues referred to the sub-committee are requests for utility charge relief and that committee meets on a regular basis.

The two committees are:

1. Government Services, Finances and Public Safety (Utility relief, Policy, personnel, budget and public safety)
2. Community Development and Public Works (planning and development regulations, public works capital projects and equipment).

CITY OF SULTAN COUNCIL MEETING – January 24, 2013**Council Discussion:**

Councilmember George advised she would like to be appointed to the utility committee. She did a good job and found ways to save the taxpayers money and was removed because of her involvement with the utility stakeholders.

Blair: Councilmember George solicited people to participate in a lawsuit against the city during a subcommittee meeting and that was improper.

Neigel: Has the same concerns about Councilmember George.

Beeler: Asked if the current members are able to attend on a regular basis? Yes.

Slawson: Would accept either way but the Council should continue to discuss the matter with the attorney.

Marshall: Leave current appointments.

On a motion by Councilmember Slawson, seconded by Councilmember Beeler, the subcommittee appointments for 2013 are:

Government Services, Finances and Public Safety (Utility relief, Policy, personnel, budget and public safety)

Councilmembers: Blair, Neigel, Slawson; Beeler - alternate.

Community Development and Public Works (planning and development regulations, public works capital projects and equipment)

Councilmembers: Beeler, Davenport-Smith, Marshall; George - alternate.

All ayes except CM George who voted nay

Retreat Schedule

The Sultan City Council, like many other city councils, volunteers a weekend of their time away from distractions to meet in retreat to discuss and plan the long range goals and programs of the City. Staff recommends the council schedule three council retreats 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 retreats. Key issues are brought back to the council for discussion and action at a regular council meeting. The proposed dates for 2013 are:

- March 23, 2013 - Study session. Suggested topics include: Cemetery, nuisance codes, property management code and economic development.
City Hall Council Chambers from 9 AM to 2:30 PM
- Saturday, June 22, 2013 - 2014 budget priorities
Sultan Council Chambers from 9 AM to 2:30 PM
- Saturday, October 5, 2013 - Mayor's recommended budget for 2014
Sultan Council Chambers from 9 AM to 2:30 PM

On a motion by Councilmember Davenport-Smith, seconded by Councilmember Slawson, the recommended retreat schedule was approved. All ayes.

Planet Power Grant Application

Snohomish County Public Utility District (PUD) called for grant applications for small solar photovoltaic (PV) demonstration projects on newly constructed or existing non-profit and public buildings and/or schools. The city has submitted an application to the Department of Commerce to install solar panels on the Community Center and Visitor Information Center. While working closely with Snohomish County PUD on that grant application, the City was encouraged to continue seeking funding for "Green Power" and submit a grant application for a Planet POWER Grant.

CITY OF SULTAN COUNCIL MEETING – January 24, 2013

The range of grants PUD funds is \$20,000 - \$60,000. Staff recommends requesting \$49,500 to fund installation of a 10KW PV Solar System at the Wastewater Treatment Plant. The total project cost is \$55,000 with a \$5,500 match from the 2013 Wastewater Treatment Plant Fund. Matching funds improve the likelihood of receiving the grant. An investment of a \$5,500 match will be returned back into the Wastewater Treatment Fund within the first year (Between \$6,000 and \$9,600) by the savings created using solar power. Over a 20 year period, the savings generated will be between \$120,000 and \$192,000.

Discussion: Good supplemental power; potential to see power back and receive funds for generating power; Snohomish County is using solar panels on several buildings; maintenance of equipment; savings for taxpayers; grants are available to the general public; power utilities are required to obtain 20% of their power from green sources.

On a motion by Councilmember Blair, seconded by Councilmember Davenport-Smith, staff was directed to apply for a Snohomish County PUD Planet POWER Grant, with a \$5,500 match for a small solar PV demonstration project at the Wastewater Treatment Plant and direct the Mayor to sign the necessary documents to submit the grant application. All ayes, except for Councilmember Neigel who voted nay.

Alder Avenue – Engineering Contract

The issue before the council is to authorize the Mayor to sign a contract with Gray & Osborne, Inc. to provide professional engineering and related services necessary to develop preliminary and final plans, specifications, and cost estimates resulting in the preparation of bid/construction documents suitable for the bid, award, and construction of Alder Avenue Reconstruction improvements. The fee to complete these services is not to exceed \$88,638 without prior written authorization by the City Council. This fee includes a \$5,000 Management Reserve Fund.

The purpose of the contract is for Gray & Osborne, Inc. and its sub-consultants to provide engineering and related services necessary to develop preliminary and final plans, specifications, and cost estimates resulting in the preparation of bid/construction documents suitable for the bid, award, and construction of the Alder Avenue street and utility line project.

Discussion: grant funding sources from state and CDBG; type of pavement; need to plan for utility connections.

On a motion by Councilmember Slawson, seconded by Councilmember Davenport-Smith, the Mayor was authorized to sign a contract with Gray & Osborne, Inc. to provide professional engineering and related services necessary to develop preliminary and final plans, specifications, and cost estimates resulting in the preparation of bid/construction documents suitable for the bid, award, and construction of Alder Avenue Reconstruction improvements for an amount not to exceed \$88,638 without prior written authorization by the City Council. All ayes.

DISCUSSION:**Cost Allocation Report**

The issue before the Council is review the allocation of salaries and benefits to the various operating funds for 2012.

Based on time sheet submittals and the factors in the Cost Allocation Plan, staff has completed the year-end review. The following is a summary of budget versus actual full time employees (FTE) for each fund:

CITY OF SULTAN COUNCIL MEETING – January 24, 2013

Cost Allocation of Wages and Benefits for 2012		General Fund	STREET	Cemetery	UTILITY WATER	UTILITY SEWER	GARBA GE	STORM WATER	BLDG MAINT	TOTAL
Fund #		001	101	103	400	401	402	406	113	FTE's
ORIGINAL - Budgeted	FTE's	5.04	1.83	0.23	4.31	4.50	3.67	0.37	0.06	20
December	FTE's	6.05	2.02	0.39	4.11	3.30	2.33	1.37	0.43	20
Increase/Decrease	FTE's	1.01	0.19	0.16	-0.20	-1.20	-1.34	1.00	0.37	

The Utility Clerks time for maintenance of the Stormwater utility accounts was not included in the budget for that fund. The final analysis summary includes time allocation for office and public works employees who worked in the Stormwater fund. This will reduce the allocation of time and costs to the Water, Sewer and Garbage funds.

In accordance with Resolution 11-18, final adjustments for 2012 will be made based on actual cost incurred for each fund. There were several factors that impacted the actual wages paid:

1. The 2nd employee for the Water plant was not hired until November. The Public Works Supervisor filled in at the Water plant.
2. The City Administrator resigned at the end of May 2012. An interim administrator was hired to fill in until the new City Administrator was hired in October 2012 under a professional service contract.
3. Two employees in Public Works resigned in November and December. The city has used a temporary employee for garbage service. One employee has been replaced and city is in the process of hiring the second employee.

Discussion: Impact to the city for employee injuries; total system for garbage will reduce injuries; use of private carrier for garbage would reduce cost; employees tracking time accurately is more professional and does not appear they are hiding money; employees worked on the comp plans in 2011 and 2012 and it was appropriate to charge utility funds; not hiding money or playing a shell game.

FCS Proposal – Stormwater Study

The issue before the Council is to discuss the Stormwater Utility Financial Plan & Rates Study. Early in 2013, the City will need an analysis of the revenues and expenditures to determine if the rate structure meets the current needs of the utility. The city has received a proposal for the Stormwater Financial Plan and Rate Forecast with detailed scope of services. The Council needs to determine if the analysis will be done by staff or if a formal rate study is necessary. The proposal is for \$22,840, which is significantly below the estimated cost of \$35,000.

In 2008, the Council adopted Ordinance 986-08 establishing a stormwater utility rate structure effective January 2009 through May 2013. The monthly rate established in 2009 was \$5.75; the current rate as of June 1st is \$9.25. The Council delayed the increase for 2011 and 2012 until June of each year. The current rates expire May 2013.

CITY OF SULTAN COUNCIL MEETING – January 24, 2013

Stormwater: Discussion: Compare costs with other firms; involvement of the Stormwater committee; alternatives presented by the stormwater committee including the \$5 fee and delay of projects; residential versus business rates; HOA concerns about retention ponds; stormwater study needed in 2014; public input needed on rates; need to address infrastructure needs; leave rates the same for 2013; review staffing needs for stormwater; there was disagreement among the council as to the recommendations of the stormwater committee. No action was taken.

PUBLIC COMMENTS

Ray George: The power generated would run 6 hair dryers and there are only so many hours of daylight in the year; sun is out 47% of time.

Susie Hollenbeck: In the long run solar power is the way to go; if we don't have rain will have no power. Alder Street project need to look at the sidewalks at 8th Street.

COUNCILMEMBER RESPONSE TO PUBLIC COMMENT

Beeler: The federal requirements mandate that there be power when you flip the switch. In Ethiopia the major cities get power first and other cities must wait. Still looking for sidewalks on Sultan Basin Road. At Bike/Pedestrian advisory committee, he used the yard stick to demonstrate how small the walkway across the current bridge are (29.5 inches).

Blair: Appreciates the comments and insights.

Neigel: Encouraged the council to engage in true negotiation for the law enforcement contract; as a small city, we expect the police chief to be involved in the community. Thanks to Chief Brand.

Davenport-Smith: Appreciates the attendance and comments. A stormwater study should include a rate study.

George: The stormwater group originally wanted the amount of the rate to cover vactoring and get initial projects done. There were projects added to the list they did not want. She did not say every person in Sultan agreed with them. Thanked the Chief for his service.

Slawson: He attended the stormwater meetings and the 54 meetings for the comp plan. They worked hard with the stormwater group as they had an attorney. City must have a stormwater utility per GMA order. The rates were set by the committee and the comp plan defined stormwater needs. The Council did not try to hide anything from the public.

Adjournment: On a motion by Councilmember George, seconded by Councilmember Blair, the meeting adjourned at 10:10 PM. All ayes.

Carolyn Eslick, Mayor

Laura J. Koenig, City Clerk

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: Consent C 1B
DATE: February 14, 2013
SUBJECT: Council Meeting Minutes

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

SUMMARY:

Attached are the minutes of the January 30, 2013 Special Council meeting as on file in the office of the City Clerk.

RECOMMENDED ACTION:

Approve as submitted

CITY OF SULTAN COUNCIL MEETING – January 30, 2013

Mayor Eslick called the special meeting of the Sultan City Council to order in the Sultan Community Center. Councilmembers present: Marshall, Slawson, George, Davenport-Smith (left at 6:45PM), Blair and Beeler. Absent: Neigel

Executive Session: On a motion by Councilmember Ken Marshall, seconded by Councilmember Slawson, the Council adjourned to executive session for two hours to discuss personnel matters regarding the review of applicant qualifications. All ayes.

Adjournment: On a motion by Councilmember George, seconded by Councilmember Beeler, the meeting adjourned at 8:30 PM. All ayes.

Carolyn Eslick, Mayor

Laura J. Koenig, City Clerk

SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM #: Consent 2
DATE: February 14, 2013
SUBJECT: Voucher Approval
CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

SUMMARY:

Attached are the vouchers for approval in the amount of \$256,657.12 and payroll through February 1, 2013 in the amount of \$72,229.32 to be drawn and paid on the proper accounts.

FISCAL IMPACT: \$328,886.44

RECOMMENDATION:

Approve the payment of vouchers as submitted.

**City Of Sultan
Voucher Approval
February 14, 2013**

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

Laura J. Koenig, Clerk/Deputy Finance Director

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

Payroll Check #27644-46,52-54	\$	8,175.49
Direct Deposit #2 & 3	\$	47,218.38
Benefits Check #27647-50	\$	6,049.67
Tax Deposit #PR 2	\$	10,785.78
Accounts Payable Checks #27651,55-729	\$	256,657.12
ACH Transactions - DOR	\$	
TOTAL	\$	328,886.44

Kenneth Marshall, Councilmember

Steve Slawson, Councilmember

Kay George, Councilmember

Sarah Davenport-Smith, Councilmember

Joseph Neigel, Councilmember

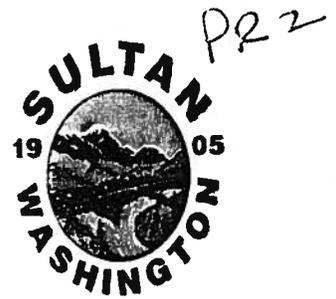
Kristina Blair, Councilmember

Jeffrey Beeler, Councilmember

Payroll

ACH Check Register

User: 'laura.koenig'
Printed: 01/23/2013 - 11:22AM
Batch: 2-1-2013
Include Partial: FALSE



Check Date	Check Number	Employee No	Employee Name	Amount
01/23/2013	0	001	Laura Koenig	1,965.42
01/23/2013	0	004	Donna Murphy	1,417.61
01/23/2013	0	005	Robert Martin	2,488.38
01/23/2013	0	007	Julie Addington	1,391.37
01/23/2013	0	010	Cindy Donk	1,329.55
01/23/2013	0	011	Janice Mann	1,100.32
01/23/2013	0	013	Rosemary Murphy	1,129.58
01/23/2013	0	015	Kenneth Walker	2,687.70
01/23/2013	0	019	Michael Matheson	2,661.77
01/23/2013	0	020	Connie Dunn	1,959.13
01/23/2013	0	025	John Harris	1,824.63
01/23/2013	0	028	Todd Strom	1,547.01
01/23/2013	0	049	Victoria Forte	455.24
01/23/2013	0	120	Matthew Wood	1,183.11
Total Employees:			14	Total: 23,140.82

Payroll

ACH Check Register

User: 'julie.addington'
Printed: 02/06/2013 - 11:28AM
Batch: 1-2-2013
Include Partial: FALSE



Check Date	Check Number	Employee No	Employee Name	Amount
02/06/2013	0	001	Laura Koenig	1,965.56
02/06/2013	0	004	Donna Murphy	1,417.61
02/06/2013	0	005	Robert Martin	2,488.95
02/06/2013	0	007	Julie Addington	1,390.88
02/06/2013	0	010	Cindy Donk	1,323.67
02/06/2013	0	011	Janice Mann	1,094.96
02/06/2013	0	013	Rosemary Murphy	1,056.98
02/06/2013	0	015	Kenneth Walker	2,688.27
02/06/2013	0	019	Michael Matheson	2,663.67
02/06/2013	0	020	Connie Dunn	1,961.02
02/06/2013	0	025	John Harris	1,826.53
02/06/2013	0	028	Todd Strom	1,607.53
02/06/2013	0	049	Victoria Forte	457.74
02/06/2013	0	072	Carolyn Eslick	461.75
02/06/2013	0	120	Matthew Wood	1,088.15
02/06/2013	0	121	Jason Strauss	584.29
Total Employees:			16	Total: 24,077.56

Payroll

Computer Check Register

User: julie.addington

Printed: 02/06/2013 - 11:22AM

Batch: 00001-02-2013 Computer



Check No	Check Date	Employee Information		Amount
27652	02/06/2013	024	Michael Williams	1,943.00
27653	02/06/2013	029	James Barns	1,345.55
27654	02/06/2013	046	Dennis Johannsen	1,013.43
Total Number of Employees:		3	Total for Payroll Check Run:	4,301.98

Payroll

Computer Check Register

User: laura.koenig

Printed: 01/23/2013 - 11:17AM

Batch: 00002-01-2013 Computer



Check No	Check Date	Employee Information		Amount
27644	01/23/2013	024	Michael Williams	1,441.57
27645	01/23/2013	029	James Barns	1,411.77
27646	01/23/2013	046	Dennis Johannsen	1,020.17
Total Number of Employees:		3	Total for Payroll Check Run:	3,873.51

Accounts Payable

Check Register Totals Only

User: laura.koenig

Printed: 2/1/2013 - 2:06 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
27647	02/01/2013	Retire	Department of Retirement	600.00	0
27648	02/01/2013	Retire	Department of Retirement	4,572.57	0
27649	02/01/2013	UNION	Teamsters Local Union #763	662.00	0
27650	02/01/2013	AFLAC	AFLAC	215.10	0
Check Total:				6,049.67	

Accounts Payable

Check Register Totals Only

User: laura.koenig
 Printed: 2/12/2013 - 2:06 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
27655	02/15/2013	express	Express Services Inc	1,782.72	0
27656	02/15/2013	agsupply	AG Supply Co	492.42	0
27657	02/15/2013	AllWaste	Allied Waste Services	11,737.30	0
27658	02/15/2013	amtest	AM Test	145.00	0
27659	02/15/2013	APA	American Planning Association	553.00	0
27660	02/15/2013	apwa2	American Public Works Association	179.00	0
27661	02/15/2013	Aramark	Aramark Uniform Services - AUS Eve	287.48	0
27662	02/15/2013	Wilbert	Automatic Wilbert Vault Co.	1,362.93	0
27663	02/15/2013	AWC	AWC	810.00	0
27664	02/15/2013	chemsear	Chemsearch	412.68	0
27665	02/15/2013	Code	Code Publishing Company	1,213.06	0
27666	02/15/2013	comcast	Comcast	661.79	0
27667	02/15/2013	Corin	Correctional Industries	993.30	0
27668	02/15/2013	costco	Costco	326.38	0
27669	02/15/2013	Herald	Daily Herald, The	110.08	0
27670	02/15/2013	doe	Department of Ecology	1,549.80	0
27671	02/15/2013	doe	Department of Ecology	24,315.62	0
27672	02/15/2013	DOGA	Department of Enterprise Services	125.00	0
27673	02/15/2013	dot-s	Department of Transportation NW Re	336.69	0
27674	02/15/2013	dynacco	Dynacco	607.89	0
27675	02/15/2013	Steel	Everett Steel Companies	322.89	0
27676	02/15/2013	EvUtil	Everett Utilities	3,503.00	0
27677	02/15/2013	EvDC	Evergreen District Court	503.81	0
27678	02/15/2013	fastenal	Fastenal	11.33	0
27679	02/15/2013	FireProt	Fire Protection Inc.	382.27	0
27680	02/15/2013	Frontier	Frontier	1,463.40	0
27681	02/15/2013	GBGeek	Gold Bar Geek	529.43	0
27682	02/15/2013	groco	Groco, Inc	1,473.92	0
27683	02/15/2013	Johnson	Johnson & Son Tire	551.13	0
27684	02/15/2013	Kenyon	Kenyon Disend PLLC	1,475.40	0
27685	02/15/2013	lowes	Lowes	266.59	0
27686	02/15/2013	Lusignan	Lusignan Forestry Inc.	2,000.00	0
27687	02/15/2013	MisterT	Mister T's Trophies	16.91	0
27688	02/15/2013	napa	Monroe Parts House	239.99	0
27689	02/15/2013	RoseMurp	Rosemary Murphy	54.81	0
27690	02/15/2013	Nextel	Nextel Communications	331.58	0
27691	02/15/2013	NWCas	Northwest Cascade Inc	484.45	0
27692	02/15/2013	NWBio	NW Biosolids Management Associatic	90.00	0
27693	02/15/2013	OfcDepot	Office Depot	633.53	0
27694	02/15/2013	Petro	Petrocard Systems, Inc	1,940.87	0
27695	02/15/2013	Pitney	Pitney Bowes	570.98	0
27696	02/15/2013	paw	Planning Association of Washington	120.00	0
27697	02/15/2013	platt	Platt	58.25	0
27698	02/15/2013	PUD 1	PUD	8,718.94	0
27699	02/15/2013	PSE	Puget Sound Energy	994.24	0
27700	02/15/2013	QBS	Quality Buisness Systems	52.95	0
27701	02/15/2013	rh2	RH2 Engineering, Inc.	9,810.41	0
27702	02/15/2013	SCaudit	Snohomish County Auditor	5,812.29	0
27703	02/15/2013	SCCFOA	Snohomish County Clerks/Finance	75.00	0
27704	02/15/2013	SCcorrec	Snohomish County Corrections	5,927.20	0

Accounts Payable

Computer Check Register

User: janice.leonardi
 Printed: 02/05/2013 - 1:17PM
 Batch: 00001.02.2013
 Bank Account: TREAS



Check	Vendor No	Vendor Name	Date	Invoice No	Amount
27651	usps	USPS	2/5/2013		212.00
					212.00
					211.99
					70.67
					<hr/>
				Check 27651 Total:	706.66
					<hr/>
				Report Total:	706.66
					<hr/>
					<hr/>

Accounts Payable

Checks for Approval

User: laura.koenig

Printed: 2/12/2013 - 2:11 PM



Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
27651	02/05/2013	UTILITY SEWER FUND	Communication	USPS		212.00
27651	02/05/2013	UTILITY GARBAGE FUND	Communication	USPS		211.99
27651	02/05/2013	STORMWATER UTILITY FUND	Communication	USPS		70.67
27651	02/05/2013	UTILITY WATER FUND	Communication	USPS		212.00
27655	02/15/2013	UTILITY GARBAGE FUND	Contract Labor	Express Services Inc		594.24
27655	02/15/2013	UTILITY GARBAGE FUND	Contract Labor	Express Services Inc		594.24
27655	02/15/2013	UTILITY GARBAGE FUND	Contract Labor	Express Services Inc		594.24
27656	02/15/2013	GENERAL FUND	Volunteer Program	AG Supply Co		55.67
27656	02/15/2013	GENERAL FUND	Office/Operating Supplies	AG Supply Co		266.52
27656	02/15/2013	BUILDING MAINTENANCE FUND	Operating Supply	AG Supply Co		1.97
27656	02/15/2013	UTILITY WATER FUND	Operating Supply - New Connect	AG Supply Co		27.07
27656	02/15/2013	UTILITY SEWER FUND	Operating Supplies	AG Supply Co		71.59
27656	02/15/2013	UTILITY WATER FUND	Repair and Maintenance	AG Supply Co		69.60
27657	02/15/2013	UTILITY GARBAGE FUND	Intergovernmental - Recycle	Allied Waste Services		11,737.30
27658	02/15/2013	UTILITY WATER FUND	Miscellaneous	AM Test		120.00
27658	02/15/2013	UTILITY WATER FUND	Miscellaneous	AM Test		25.00
27659	02/15/2013	GENERAL FUND	Miscellaneous	American Planning Association		553.00
27660	02/15/2013	UTILITY WATER FUND	Miscellaneous	American Public Works Association		59.67
27660	02/15/2013	UTILITY SEWER FUND	Miscellaneous	American Public Works Association		59.67
27660	02/15/2013	UTILITY GARBAGE FUND	Miscellaneous	American Public Works Association		59.66
27661	02/15/2013	STORMWATER UTILITY FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox		0.74
27661	02/15/2013	UTILITY WATER FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox		3.46
27661	02/15/2013	UTILITY SEWER FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox		3.46
27661	02/15/2013	UTILITY GARBAGE FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox		3.22
27661	02/15/2013	STREET FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox		0.74
27661	02/15/2013	GENERAL FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox		0.74
27661	02/15/2013	UTILITY WATER FUND	Operating Supply - New Connect	Aramark Uniform Services - AUS Everett Lockbox		10.03
27661	02/15/2013	UTILITY SEWER FUND	Operating Supplies	Aramark Uniform Services - AUS Everett Lockbox		10.04
27661	02/15/2013	UTILITY GARBAGE FUND	Operating Supplies	Aramark Uniform Services - AUS Everett Lockbox		10.03
27661	02/15/2013	GENERAL FUND	Office/Operating Supplies	Aramark Uniform Services - AUS Everett Lockbox		10.04
27661	02/15/2013	STREET FUND	Office/Operating Supplies	Aramark Uniform Services - AUS Everett Lockbox		10.04
27661	02/15/2013	STORMWATER UTILITY FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox		10.03
27661	02/15/2013	UTILITY WATER FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox		0.74
27661	02/15/2013	UTILITY SEWER FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox		3.46
27661	02/15/2013	UTILITY GARBAGE FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox		3.46

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
27661	02/15/2013	UTILITY GARBAGE FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox		3.22
27661	02/15/2013	STREET FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox		0.74
27661	02/15/2013	GENERAL FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox		0.74
27661	02/15/2013	UTILITY WATER FUND	Operating Supply - New Connect	Aramark Uniform Services - AUS Everett Lockbox		9.77
27661	02/15/2013	UTILITY SEWER FUND	Operating Supplies	Aramark Uniform Services - AUS Everett Lockbox		9.78
27661	02/15/2013	UTILITY GARBAGE FUND	Operating Supplies	Aramark Uniform Services - AUS Everett Lockbox		9.77
27661	02/15/2013	GENERAL FUND	Office/Operating Supplies	Aramark Uniform Services - AUS Everett Lockbox		9.78
27661	02/15/2013	STREET FUND	Office/Operating Supplies	Aramark Uniform Services - AUS Everett Lockbox		9.77
27661	02/15/2013	STORMWATER UTILITY FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox		0.74
27661	02/15/2013	UTILITY WATER FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox		3.46
27661	02/15/2013	UTILITY SEWER FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox		3.46
27661	02/15/2013	UTILITY GARBAGE FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox		3.22
27661	02/15/2013	STREET FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox		0.74
27661	02/15/2013	GENERAL FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox		0.74
27661	02/15/2013	UTILITY WATER FUND	Operating Supply - New Connect	Aramark Uniform Services - AUS Everett Lockbox		17.77
27661	02/15/2013	UTILITY SEWER FUND	Operating Supplies	Aramark Uniform Services - AUS Everett Lockbox		17.76
27661	02/15/2013	UTILITY GARBAGE FUND	Operating Supplies	Aramark Uniform Services - AUS Everett Lockbox		17.77
27661	02/15/2013	GENERAL FUND	Office/Operating Supplies	Aramark Uniform Services - AUS Everett Lockbox		17.76
27661	02/15/2013	STREET FUND	Office/Operating Supplies	Aramark Uniform Services - AUS Everett Lockbox		17.77
27661	02/15/2013	STORMWATER UTILITY FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox		0.74
27661	02/15/2013	UTILITY WATER FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox		3.46
27661	02/15/2013	UTILITY SEWER FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox		3.46
27661	02/15/2013	UTILITY GARBAGE FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox		3.22
27661	02/15/2013	STREET FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox		0.74
27661	02/15/2013	GENERAL FUND	Uniforms	Aramark Uniform Services - AUS Everett Lockbox		0.74
27661	02/15/2013	UTILITY WATER FUND	Operating Supply - New Connect	Aramark Uniform Services - AUS Everett Lockbox		10.03
27661	02/15/2013	UTILITY SEWER FUND	Operating Supplies	Aramark Uniform Services - AUS Everett Lockbox		10.04
27661	02/15/2013	UTILITY GARBAGE FUND	Operating Supplies	Aramark Uniform Services - AUS Everett Lockbox		10.03
27661	02/15/2013	GENERAL FUND	Office/Operating Supplies	Aramark Uniform Services - AUS Everett Lockbox		10.04
27661	02/15/2013	STREET FUND	Office/Operating Supplies	Aramark Uniform Services - AUS Everett Lockbox		10.03
27662	02/15/2013	CEMETERY FUND	Items for Resale	Aramark Uniform Services - AUS Everett Lockbox		1,362.93
27663	02/15/2013	GENERAL FUND	Travel and Seminars	Automatic Wilbert Vault Co.		405.00
27663	02/15/2013	GENERAL FUND	Travel and Seminars	AWC		135.00
27663	02/15/2013	GENERAL FUND	Travel and Seminars	AWC		135.00
27663	02/15/2013	UTILITY WATER FUND	Travel and Seminars	AWC		135.00
27664	02/15/2013	UTILITY SEWER FUND	Operating Supplies	Chemsearch		412.68
27665	02/15/2013	GENERAL FUND	Books and Periodicals	Code Publishing Company		1,213.06
27666	02/15/2013	GENERAL FUND	Communication	Comcast		26.03
27666	02/15/2013	UTILITY WATER FUND	Communication	Comcast		17.36
27666	02/15/2013	UTILITY SEWER FUND	Communication	Comcast		17.35
27666	02/15/2013	UTILITY GARBAGE FUND	Communication	Comcast		17.35
27666	02/15/2013	STREET FUND	Communication	Comcast		8.68
27666	02/15/2013	GENERAL FUND	Communication	Comcast		230.01
27666	02/15/2013	UTILITY WATER FUND	Communication	Comcast		115.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
27666	02/15/2013	UTILITY SEWER FUND	Communication	Comcast		115.01
27666	02/15/2013	UTILITY GARBAGE FUND	Communication	Comcast		115.00
27667	02/15/2013	UTILITY WATER FUND	Office Supplies	Correctional Industries		53.62
27667	02/15/2013	UTILITY SEWER FUND	Office Supplies	Correctional Industries		53.62
27667	02/15/2013	UTILITY GARBAGE FUND	Office Supplies	Correctional Industries		53.62
27667	02/15/2013	STREET FUND	Office Supplies	Correctional Industries		53.63
27667	02/15/2013	GENERAL FUND	Office/Operating Supplies	Correctional Industries		53.63
27667	02/15/2013	UTILITY WATER FUND	Office Supplies	Correctional Industries		122.53
27667	02/15/2013	UTILITY SEWER FUND	Office Supplies	Correctional Industries		122.53
27667	02/15/2013	UTILITY GARBAGE FUND	Office Supplies	Correctional Industries		122.54
27667	02/15/2013	STREET FUND	Office Supplies	Correctional Industries		122.54
27667	02/15/2013	GENERAL FUND	Office/Operating Supplies	Correctional Industries		122.54
27667	02/15/2013	UTILITY WATER FUND	Office Supplies	Correctional Industries		22.50
27667	02/15/2013	UTILITY SEWER FUND	Office Supplies	Correctional Industries		22.50
27667	02/15/2013	UTILITY GARBAGE FUND	Office Supplies	Correctional Industries		22.50
27667	02/15/2013	STREET FUND	Office Supplies	Correctional Industries		22.50
27667	02/15/2013	GENERAL FUND	Office/Operating Supplies	Correctional Industries		22.50
27668	02/15/2013	GENERAL FUND	Office/Operating Supplies	Correctional Industries		326.38
27669	02/15/2013	GENERAL FUND	Advertising and Legal Notices	Costco		110.08
27670	02/15/2013	UTILITY SEWER FUND	Miscellaneous	Daily Herald, The		1,549.80
27671	02/15/2013	SEWER SYSTEM DEBT FUND	State Revolving Fund Principal	Department of Ecology		23,883.30
27671	02/15/2013	SEWER SYSTEM DEBT FUND	State Revolving Fund Interest	Department of Ecology		432.32
27672	02/15/2013	GENERAL FUND	Miscellaneous	Department of Enterprise Services		25.00
27672	02/15/2013	UTILITY WATER FUND	Miscellaneous	Department of Enterprise Services		25.00
27672	02/15/2013	UTILITY SEWER FUND	Miscellaneous	Department of Enterprise Services		25.00
27672	02/15/2013	UTILITY GARBAGE FUND	Miscellaneous	Department of Enterprise Services		25.00
27673	02/15/2013	STREET IMPROVEMENT FUND	Sultan River Bridge Project	Department of Transportation NW Region		336.69
27674	02/15/2013	UTILITY WATER FUND	Operating Supply - New Connect	Dynaco		607.89
27675	02/15/2013	STREET FUND	Office/Operating Supplies	Everett Steel Companies		322.89
27676	02/15/2013	UTILITY WATER FUND	Water Service - Everett	Everett Utilities		3,503.00
27677	02/15/2013	GENERAL FUND	Miscellaneous - Court Filing F	Evergreen District Court		503.81
27678	02/15/2013	UTILITY WATER FUND	Operating Supply - New Connect	Fastenal		11.33
27679	02/15/2013	BUILDING MAINTENANCE FUND	Repair and Maintenance	Fire Protection Inc.		382.27
27680	02/15/2013	GENERAL FUND	Communication	Frontier		235.18
27680	02/15/2013	STREET FUND	Communication	Frontier		235.18
27680	02/15/2013	UTILITY WATER FUND	Communication	Frontier		235.19
27680	02/15/2013	UTILITY SEWER FUND	Communication	Frontier		235.18
27680	02/15/2013	UTILITY GARBAGE FUND	Communication	Frontier		235.18
27680	02/15/2013	UTILITY WATER FUND	Communication	Frontier		101.17
27680	02/15/2013	GENERAL FUND	Communication	Frontier		10.45
27680	02/15/2013	GENERAL FUND	Communication	Frontier		10.45
27680	02/15/2013	UTILITY WATER FUND	Communication	Frontier		10.45
27680	02/15/2013	UTILITY SEWER FUND	Communication	Frontier		10.45

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
27680	02/15/2013	UTILITY GARBAGE FUND	Communication	Frontier		10.45
27680	02/15/2013	GENERAL FUND	Communication	Frontier		14.83
27680	02/15/2013	STREET FUND	Communication	Frontier		14.83
27680	02/15/2013	UTILITY WATER FUND	Communication	Frontier		14.83
27680	02/15/2013	UTILITY SEWER FUND	Communication	Frontier		14.83
27680	02/15/2013	UTILITY GARBAGE FUND	Communication	Frontier		14.83
27680	02/15/2013	GENERAL FUND	Communication	Frontier		11.98
27680	02/15/2013	STREET FUND	Communication	Frontier		11.99
27680	02/15/2013	UTILITY WATER FUND	Communication	Frontier		11.98
27680	02/15/2013	UTILITY SEWER FUND	Communication	Frontier		11.99
27680	02/15/2013	UTILITY GARBAGE FUND	Communication	Frontier		11.98
27681	02/15/2013	INFORMATION TECHNOLOGY FUNI	Professional Service	Gold Bar Geek		529.43
27682	02/15/2013	UTILITY SEWER FUND	Services - Sludge Hauling	Groco, Inc		1,473.92
27683	02/15/2013	STREET FUND	Vehicle Operation/Maintenance	Johnson & Son Tire		110.23
27683	02/15/2013	GENERAL FUND	Vehicle Repair	Johnson & Son Tire		110.23
27683	02/15/2013	UTILITY WATER FUND	Vehicle Operation/Maintenance	Johnson & Son Tire		110.23
27683	02/15/2013	UTILITY SEWER FUND	Vehicle Operation Maintenance	Johnson & Son Tire		110.22
27683	02/15/2013	STORMWATER UTILITY FUND	Vehicle Operation Maintenance	Johnson & Son Tire		110.22
27684	02/15/2013	GENERAL FUND	Legal - Litigation Fees	Kenyon Disend PLLC		1,475.40
27685	02/15/2013	UTILITY SEWER FUND	Small Tools/Minor Equipment	Lowes		266.59
27686	02/15/2013	UTILITY WATER FUND	Professional Service - General	Lusignan Forestry Inc.		2,000.00
27687	02/15/2013	GENERAL FUND	Office/Operating Supplies	Mister T's Trophies		16.91
27688	02/15/2013	STREET FUND	Office/Operating Supplies	Monroe Parts House		19.18
27688	02/15/2013	UTILITY WATER FUND	Operating Supply - New Connect	Monroe Parts House		19.18
27688	02/15/2013	UTILITY SEWER FUND	Operating Supplies	Monroe Parts House		19.18
27688	02/15/2013	UTILITY GARBAGE FUND	Operating Supplies	Monroe Parts House		19.19
27688	02/15/2013	UTILITY SEWER FUND	Vehicle Operation Maintenance	Monroe Parts House		34.71
27688	02/15/2013	UTILITY WATER FUND	Vehicle Operation Maintenance	Monroe Parts House		4.33
27688	02/15/2013	UTILITY SEWER FUND	Operating Supply - New Connect	Monroe Parts House		19.53
27688	02/15/2013	STREET FUND	Vehicle Operation/Maintenance	Monroe Parts House		104.69
27689	02/15/2013	GENERAL FUND	Travel and Seminars	Rosemary Murphy		54.81
27690	02/15/2013	UTILITY WATER FUND	Communication	Nextel Communications		7.28
27690	02/15/2013	UTILITY SEWER FUND	Communication	Nextel Communications		7.28
27690	02/15/2013	UTILITY GARBAGE FUND	Communication	Nextel Communications		7.28
27690	02/15/2013	STREET FUND	Communication	Nextel Communications		7.28
27690	02/15/2013	GENERAL FUND	Communication	Nextel Communications		7.28
27690	02/15/2013	UTILITY SEWER FUND	Communication	Nextel Communications		23.14
27690	02/15/2013	UTILITY SEWER FUND	Communication	Nextel Communications		23.14
27690	02/15/2013	UTILITY SEWER FUND	Communication	Nextel Communications		7.28
27690	02/15/2013	UTILITY WATER FUND	Communication	Nextel Communications		7.28
27690	02/15/2013	UTILITY GARBAGE FUND	Communication	Nextel Communications		7.28
27690	02/15/2013	STREET FUND	Communication	Nextel Communications		7.28
27690	02/15/2013	GENERAL FUND	Communication	Nextel Communications		7.28
27690	02/15/2013	UTILITY WATER FUND	Communication	Nextel Communications		7.28

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
27690	02/15/2013	UTILITY WATER FUND	Communication	Nextel Communications		4.63
27690	02/15/2013	UTILITY SEWER FUND	Communication	Nextel Communications		4.63
27690	02/15/2013	UTILITY GARBAGE FUND	Communication	Nextel Communications		4.62
27690	02/15/2013	GENERAL FUND	Communication	Nextel Communications		4.63
27690	02/15/2013	STREET FUND	Communication	Nextel Communications		4.63
27690	02/15/2013	UTILITY SEWER FUND	Communication	Nextel Communications		4.63
27690	02/15/2013	UTILITY SEWER FUND	Communication	Nextel Communications		4.63
27690	02/15/2013	UTILITY GARBAGE FUND	Communication	Nextel Communications		4.62
27690	02/15/2013	GENERAL FUND	Communication	Nextel Communications		4.63
27690	02/15/2013	STREET FUND	Communication	Nextel Communications		4.63
27690	02/15/2013	UTILITY WATER FUND	Communication	Nextel Communications		7.28
27690	02/15/2013	UTILITY WATER FUND	Communication	Nextel Communications		7.28
27690	02/15/2013	UTILITY SEWER FUND	Communication	Nextel Communications		7.29
27690	02/15/2013	UTILITY GARBAGE FUND	Communication	Nextel Communications		7.28
27690	02/15/2013	GENERAL FUND	Communication	Nextel Communications		7.28
27690	02/15/2013	STREET FUND	Communication	Nextel Communications		4.63
27690	02/15/2013	UTILITY WATER FUND	Communication	Nextel Communications		4.63
27690	02/15/2013	UTILITY SEWER FUND	Communication	Nextel Communications		4.63
27690	02/15/2013	UTILITY GARBAGE FUND	Communication	Nextel Communications		4.62
27690	02/15/2013	GENERAL FUND	Communication	Nextel Communications		4.63
27690	02/15/2013	STREET FUND	Communication	Nextel Communications		23.14
27690	02/15/2013	GENERAL FUND	Communication	Nextel Communications		37.23
27690	02/15/2013	GENERAL FUND	Communication	Nextel Communications		23.14
27691	02/15/2013	GENERAL FUND	Office/Operating Supplies	Nextel Communications		185.50
27691	02/15/2013	GENERAL FUND	Rentals	Northwest Cascade Inc		185.50
27691	02/15/2013	GENERAL FUND	Rentals	Northwest Cascade Inc		113.45
27692	02/15/2013	UTILITY SEWER FUND	Miscellaneous	Northwest Cascade Inc		90.00
27693	02/15/2013	UTILITY WATER FUND	Office Supplies	NW Biosolids Management Association		7.97
27693	02/15/2013	UTILITY SEWER FUND	Office Supplies	Office Depot		7.98
27693	02/15/2013	UTILITY GARBAGE FUND	Office Supplies	Office Depot		7.97
27693	02/15/2013	STREET FUND	Office Supplies	Office Depot		7.98
27693	02/15/2013	GENERAL FUND	Office/Operating Supplies	Office Depot		31.89
27693	02/15/2013	UTILITY WATER FUND	Office Supplies	Office Depot		60.84
27693	02/15/2013	UTILITY SEWER FUND	Office Supplies	Office Depot		60.85
27693	02/15/2013	UTILITY GARBAGE FUND	Office Supplies	Office Depot		60.84
27693	02/15/2013	STREET FUND	Office Supplies	Office Depot		60.84
27693	02/15/2013	GENERAL FUND	Office/Operating Supplies	Office Depot		243.37
27693	02/15/2013	UTILITY WATER FUND	Office Supplies	Office Depot		3.12
27693	02/15/2013	UTILITY SEWER FUND	Office Supplies	Office Depot		3.11
27693	02/15/2013	UTILITY GARBAGE FUND	Office Supplies	Office Depot		3.12
27693	02/15/2013	STREET FUND	Office Supplies	Office Depot		3.11
27693	02/15/2013	GENERAL FUND	Office/Operating Supplies	Office Depot		12.46
27693	02/15/2013	UTILITY WATER FUND	Office Supplies	Office Depot		3.46
27693	02/15/2013	UTILITY SEWER FUND	Office Supplies	Office Depot		3.46

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
27693	02/15/2013	UTILITY GARBAGE FUND	Office Supplies	Office Depot		3.46
27693	02/15/2013	STREET FUND	Office Supplies	Office Depot		3.46
27693	02/15/2013	GENERAL FUND	Office/Operating Supplies	Office Depot		13.84
27693	02/15/2013	UTILITY WATER FUND	Office Supplies	Office Depot		3.80
27693	02/15/2013	UTILITY SEWER FUND	Office Supplies	Office Depot		3.80
27693	02/15/2013	UTILITY GARBAGE FUND	Office Supplies	Office Depot		3.80
27693	02/15/2013	STREET FUND	Office Supplies	Office Depot		3.80
27693	02/15/2013	GENERAL FUND	Office/Operating Supplies	Office Depot		15.20
27694	02/15/2013	UTILITY WATER FUND	Vehicle Operation/Maintenance	Petrocard Systems, Inc		259.23
27694	02/15/2013	UTILITY SEWER FUND	Vehicle Operation Maintenance	Petrocard Systems, Inc		68.81
27694	02/15/2013	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Petrocard Systems, Inc		563.71
27694	02/15/2013	GENERAL FUND	Office/Operating Supplies	Petrocard Systems, Inc		16.96
27694	02/15/2013	STREET FUND	Vehicle Operation/Maintenance	Petrocard Systems, Inc		16.97
27694	02/15/2013	CEMETERY FUND	Vehicle Operation/Maintenance	Petrocard Systems, Inc		16.97
27694	02/15/2013	GENERAL FUND	Office/Operating Supplies	Petrocard Systems, Inc		31.29
27694	02/15/2013	GENERAL FUND	Vehicle Operation/Maintenance	Petrocard Systems, Inc		44.33
27694	02/15/2013	UTILITY WATER FUND	Vehicle Operation/Maintenance	Petrocard Systems, Inc		243.21
27694	02/15/2013	UTILITY SEWER FUND	Vehicle Operation Maintenance	Petrocard Systems, Inc		64.56
27694	02/15/2013	UTILITY GARBAGE FUND	Vehicle Operation/Maintenance	Petrocard Systems, Inc		528.88
27694	02/15/2013	GENERAL FUND	Office/Operating Supplies	Petrocard Systems, Inc		15.92
27694	02/15/2013	STREET FUND	Vehicle Operation/Maintenance	Petrocard Systems, Inc		15.92
27694	02/15/2013	CEMETERY FUND	Vehicle Operation/Maintenance	Petrocard Systems, Inc		15.92
27694	02/15/2013	GENERAL FUND	Office/Operating Supplies	Petrocard Systems, Inc		38.19
27695	02/15/2013	GENERAL FUND	Office/Operating Supplies	Petrocard Systems, Inc		199.84
27695	02/15/2013	GENERAL FUND	Communication	Pitney Bowes		85.65
27695	02/15/2013	GENERAL FUND	Communication	Pitney Bowes		71.37
27695	02/15/2013	STREET FUND	Communication	Pitney Bowes		71.38
27695	02/15/2013	UTILITY WATER FUND	Communication	Pitney Bowes		71.37
27695	02/15/2013	UTILITY SEWER FUND	Communication	Pitney Bowes		71.37
27695	02/15/2013	UTILITY GARBAGE FUND	Communication	Pitney Bowes		71.37
27696	02/15/2013	GENERAL FUND	Miscellaneous	Planning Association of Washington		120.00
27697	02/15/2013	UTILITY SEWER FUND	Operating Supplies	Platt		58.25
27698	02/15/2013	UTILITY WATER FUND	Water Service - Everett	PUD		180.84
27698	02/15/2013	UTILITY SEWER FUND	Utilities	PUD		180.85
27698	02/15/2013	UTILITY GARBAGE FUND	Utilities	PUD		180.84
27698	02/15/2013	STREET FUND	Utilities	PUD		180.85
27698	02/15/2013	GENERAL FUND	Utilities	PUD		180.84
27698	02/15/2013	GENERAL FUND	Utilities	PUD		904.22
27698	02/15/2013	GENERAL FUND	Utilities	PUD		350.71
27698	02/15/2013	UTILITY WATER FUND	Water Service - Everett	PUD		2,828.16
27698	02/15/2013	UTILITY WATER FUND	Water Service - Everett	PUD		42.55
27698	02/15/2013	UTILITY SEWER FUND	Utilities	PUD		42.55
27698	02/15/2013	UTILITY GARBAGE FUND	Utilities	PUD		42.54
27698	02/15/2013	STREET FUND	Utilities	PUD		42.55
27698	02/15/2013	GENERAL FUND	Utilities	PUD		170.10

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
27698	02/15/2013	STREET FUND	Utilities	PUD		144.63
27698	02/15/2013	UTILITY SEWER FUND	Utilities	PUD		688.22
27698	02/15/2013	STREET FUND	Utilities	PUD		2,379.44
27698	02/15/2013	GENERAL FUND	Utilities	PUD		104.49
27698	02/15/2013	GENERAL FUND	Utilities	PUD		74.56
27699	02/15/2013	GENERAL FUND	Utilities	Puget Sound Energy		262.79
27699	02/15/2013	STREET FUND	Utilities	Puget Sound Energy		52.55
27699	02/15/2013	UTILITY WATER FUND	Water Service - Everett	Puget Sound Energy		52.56
27699	02/15/2013	UTILITY SEWER FUND	Utilities	Puget Sound Energy		52.56
27699	02/15/2013	UTILITY GARBAGE FUND	Utilities	Puget Sound Energy		52.55
27699	02/15/2013	GENERAL FUND	Utilities	Puget Sound Energy		52.56
27699	02/15/2013	STREET FUND	Utilities	Puget Sound Energy		117.17
27699	02/15/2013	UTILITY WATER FUND	Water Service - Everett	Puget Sound Energy		117.17
27699	02/15/2013	UTILITY SEWER FUND	Utilities	Puget Sound Energy		117.16
27699	02/15/2013	UTILITY GARBAGE FUND	Utilities	Puget Sound Energy		117.17
27700	02/15/2013	GENERAL FUND	Office/Operating Supplies	Quality Business Systems		10.59
27700	02/15/2013	STREET FUND	Office Supplies	Quality Business Systems		10.59
27700	02/15/2013	UTILITY WATER FUND	Office Supplies	Quality Business Systems		10.59
27700	02/15/2013	UTILITY SEWER FUND	Office Supplies	Quality Business Systems		10.59
27700	02/15/2013	UTILITY GARBAGE FUND	Office Supplies	Quality Business Systems		10.59
27701	02/15/2013	UTILITY SEWER FUND	Services - Sludge Hauling	Quality Business Systems		7,893.25
27701	02/15/2013	UTILITY SEWER FUND	Services - Sludge Hauling	RH2 Engineering, Inc.		1,917.16
27702	02/15/2013	GENERAL FUND	Voter Registration	RH2 Engineering, Inc.		5,812.29
27703	02/15/2013	GENERAL FUND	Bank Fees	Snohomish County Auditor		75.00
27704	02/15/2013	GENERAL FUND	Miscellaneous - Jail Fees	Snohomish County Clerks/Finance		5,927.20
27705	02/15/2013	GENERAL FUND	Miscellaneous - Jail Fees	Snohomish County Corrections		45.56
27706	02/15/2013	GENERAL FUND	Intergovernmental	Snohomish County Corrections		210.70
27707	02/15/2013	GENERAL FUND	SnoCity Plan/Building Service	Snohomish County Human Services		434.50
27708	02/15/2013	GENERAL FUND	Professional Services - Prosec	Snohomish County Planning and Development Serv		2,448.35
27709	02/15/2013	GENERAL FUND	Intergovernmental - 800 MHZ	Snohomish County Prosecuting Attorney		76,016.17
27710	02/15/2013	DRUG ENFORCEMENT FUND	Drug Task Force ILLA	Snohomish County Sheriff		581.00
27711	02/15/2013	GENERAL FUND	Miscellaneous	Snohomish County Sheriff		32.06
27711	02/15/2013	GENERAL FUND	Miscellaneous	Snohomish County Treasurer		378.40
27712	02/15/2013	GENERAL FUND	Intergovernmental - 800 MHZ	Snohomish County Treasurer		14,651.00
27713	02/15/2013	GENERAL FUND	Intergovernmental - SNOPAC	Snohomish County Treasurer		4,935.47
27714	02/15/2013	UTILITY SEWER FUND	Uniforms	Snopac		382.30
27714	02/15/2013	UTILITY WATER FUND	Uniforms	Sound Safety Products Co. Inc.		267.35
27715	02/15/2013	GENERAL FUND	Organizational Dues	Springbrook National User Group		100.00
27716	02/15/2013	INFORMATION TECHNOLOGY FUNI	Professional Service	Springbrook Software		13,500.00
27717	02/15/2013	UTILITY WATER FUND	Operating Supply - New Connect	Summit Research Labs		3,341.67
27718	02/15/2013	UTILITY WATER FUND	Office Supplies	Tech Depot		20.41
27718	02/15/2013	UTILITY SEWER FUND	Office Supplies	Tech Depot		20.41
27718	02/15/2013	UTILITY GARBAGE FUND	Office Supplies	Tech Depot		20.41
27718	02/15/2013	GENERAL FUND	Office/Operating Supplies	Tech Depot		81.63

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
27718	02/15/2013	STREET FUND	Office Supplies	Tech Depot		20.41
27719	02/15/2013	UTILITY SEWER FUND	Repair and Maintenance	Technical Systems, Inc.		238.92
27719	02/15/2013	UTILITY WATER FUND	Small Tools/Minor Equipment	Technical Systems, Inc.		704.88
27720	02/15/2013	GENERAL FUND	Professional Services - Prosec	Aimee Lou Trua		1,700.00
27721	02/15/2013	GENERAL FUND	Bank Fees	US Bank		26.00
27722	02/15/2013	GENERAL FUND	Operating Supplies	WABO		95.00
27723	02/15/2013	STREET FUND	Vehicle Repair	Wagley Creek Automotive, Inc		175.75
27723	02/15/2013	UTILITY WATER FUND	Vehicle Repair	Wagley Creek Automotive, Inc		175.75
27723	02/15/2013	UTILITY SEWER FUND	Vehicle Repair	Wagley Creek Automotive, Inc		175.75
27723	02/15/2013	UTILITY GARBAGE FUND	Vehicle Repair	Wagley Creek Automotive, Inc		175.74
27723	02/15/2013	STORMWATER UTILITY FUND	Vehicle Repair	Wagley Creek Automotive, Inc		175.74
27723	02/15/2013	UTILITY WATER FUND	Vehicle Repair	Wagley Creek Automotive, Inc		53.32
27723	02/15/2013	UTILITY SEWER FUND	Vehicle Repair	Wagley Creek Automotive, Inc		53.32
27723	02/15/2013	UTILITY GARBAGE FUND	Vehicle Repair	Wagley Creek Automotive, Inc		53.32
27723	02/15/2013	STREET FUND	Vehicle Repair	Wagley Creek Automotive, Inc		53.32
27723	02/15/2013	GENERAL FUND	Vehicle Repair	Wagley Creek Automotive, Inc		53.33
27723	02/15/2013	STORMWATER UTILITY FUND	Vehicle Repair	Wagley Creek Automotive, Inc		53.33
27724	02/15/2013	GENERAL FUND	Miscellaneous	Wagley Creek Automotive, Inc		35.00
27725	02/15/2013	TIMBER RIDGE SETTLEMENT FUND	Professional - Legal	Amy Donlan Washington State Association of Permit		7,524.98
27726	02/15/2013	STREET IMPROVEMENT FUND	Sultan River Bridge Project	WH Pacific		28,734.62
27727	02/15/2013	STREET IMPROVEMENT FUND	SBR Widening - Engineering	WH Pacific		990.89
27728	02/15/2013	STORMWATER IMPROVEMENT FUND	Professional Service Engineer	WH Pacific		505.00
27729	02/15/2013	GENERAL FUND	Professional Services	White Lightning Janitorial		291.00
Report Total:						256,657.12

SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

ITEM NO: A-1
DATE: February 14, 2013
SUBJECT: Stop Sign Revision at 5th Street & Main
CONTACT PERSON: Jeff Brand, Police Chief

ISSUE:

Should Mayor Eslick and Council approve changing the stop signs at the intersection of 5th Street and Main from a two way to a four way stop?

STAFF RECOMMENDATION:

Listen to presentation and answer clarifying questions before making a decision and giving direction to staff.

SUMMARY:

For almost a year staff have received complaints and heard concerns about the intersection of 5th Street and Main, in Sultan. Reportedly, there have been a lot of “near misses” at this intersection. A near miss is defined as someone on Main Street that should have stopped or remained stopped at the sign, pulled out in front of a vehicle which is travelling north or south bound on 5th Street.

The staff of Coastal Community Bank has generally been the complainants and repeatedly has asked that the intersection be turned into a four way stop. More recently the staff and citizens that frequent Galaxy Chocolates at the intersection have contacted Mayor Eslick to express their concerns with the intersections safety.

Police staff have monitored this intersection a number of times and note that most motorists stop for the sign as they should be at times they will begin to pull into the intersection when traffic is travelling north or south bound on 5th Street.

Staff attributes this to the fact that all other intersections on Main Street between 3rd and 6th Street are four way stops. According to several traffic safety studies, including the Transportation Research Board <http://trid.trb.org/> , distracted or inattentive drivers account for about 22% of crashes and nearly 3 % more crashes are a result of sleepy drivers.

Studies have also found that drivers, who repeatedly drive the same route routinely, often do not pay attention to where they are or what is going on around them because they are so familiar with the route.

Staff believes these are the reasons why there have been so many “near misses” at this intersection. Staff is also aware Council have debate the merits of a two or four way stop at this intersection and has researched city archives to learn the points of debate in the past.

The only printed material staff can find on this topic was in 2005 when it was decided to make 5th Street and Main a four way stop. In 2006 the city of Sultan and Washington State Department of Transportation partnered to install a traffic light at the intersection of US 2 & 5th Street or Mann Road. At that time Sultan School District Transportation rerouted their buses to use the intersection of US 2 & 5th Street to cross or turn onto US 2.

Although staff has not been able to locate records related to the intersection since 2005, it is believed Sultan revised the location of stop signs at 5th and Alder and 5th Street and Main to allow Sultan Schools buses to use Alder to 5th Street and 5th Street to US 2 without making multiple stops for signs, keeping the school buses on schedule.

Staff met with Sultan School Superintendent Dan Chaplick and Transportation Supervisor Charlie Weaver on this issue and learned that at least three of the people in the meeting had also experienced “near misses” at this intersection because of drivers who had pulled out in front of them.

According to Superintendant Chaplick and Weaver, installing a four way stop at the intersection of 5th Street and Main Street may increase school route times by up to 5 minutes but will significantly increase safety at the intersection. Superintendant Chaplick has written a letter of support for the four way stop and it is on file with City Administrator Walker.

FISCAL IMPACT:

There would be no direct cost for installation of two stop signs as the work would be completed by city staff during normal business hours and according to Public Works Director Mick Matheson, all parts are in stock.

ALTERNATIVES:

- Mayor Eslick and Council can request staff complete more research on this topic.
- Mayor Eslick and Council can direct staff to make no changes to the intersection.
 - Mayor Eslick and Council can direct staff to install two more stop signs at the intersection, per traffic code and to complete the required ordinance to make the change.

RECOMMENDED ACTION:

Mayor Eslick and Council can direct staff to install two more stop signs at the intersection, per traffic code and to complete the required ordinance to make the change.



GOLD BAR • INDEX • STARTUP • SULTAN

SULTAN SCHOOL DISTRICT No. 311

514 4th Street • Sultan, Washington 98294
(360) 793-9800 • Fax (360) 793-9890

December 28, 2012

Sultan City Council
319 Main Street
Sultan, Washington 98294

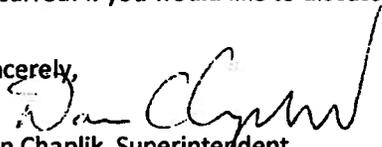
RE: Potential four-way stop at 5th and Main

Dear Council Members,

It has come to my attention that there is ongoing concern in regard to the lack of any kind of traffic stop on 5th Street at the intersection of 5th and Main. This issue is relevant to the Sultan School District because 5th Street serves as a primary route for our bus fleet as they transport students to and from school.

While it has been speculated that if stop signs were put in on 5th Street at this intersection that our routes would need to be altered, we do not believe that this will be the case. Instead, we would gladly support the City of Sultan in putting stop signs in at this intersection. For the little bit of adjustment it may mean for our drivers, it would certainly be offset by the increased safety for our students as we have had several instances over the past few years where a vehicle-school bus collision has almost occurred. If you would like to discuss this further please do not hesitate to contact me at 793-9801.

Sincerely,


Dan Chaplik, Superintendent
Sultan School District

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: A-2
DATE: February 14, 2013
SUBJECT: Taser Deployment and Training for CSO Forte
CONTACT PERSON: Jeff Brand, Police Chief

ISSUE:

Sultan has the opportunity to send CSO Victoria Forte to an eight hour training class to certify her in the use of an X-26 Taser. The only costs will be for Forte's on duty salary and staff time to develop an MOU between Sultan and Snohomish County for the training and hold harmless Agreement. Should CSO Forte be authorized to carry a Taser and to attend the training?

STAFF RECOMMENDATION:

Read the attached information and attached information about the X-26 Taser, listen to presentation and ask clarifying questions before giving staff direction.

SUMMARY:

The City of Sultan has employed staff for a number of years to serve as Animal Control Officer, Code Enforcement Officer and now utilizes a Community Service Officer Program which covers a variety of issues, all with an emphasis of improving quality of life in Sultan and often with a need for enforcement of regulations.

In recent years Sultan has been fortunate to employ CSO Victoria Forte who is responsible for resolving citizen complaints related to Sultan Municipal Code, Building Code, Nuisance Code, Animal Control Code and many others. Forte is also responsible for proactively seeking out violations in an attempt to resolve them before citizens complain.

Forte responds to and handles dozens of citizen's complaints and talks with many citizens every week. In most cases she is able to reason with people that may not be happy with regulations that must be enforced or having to spend money they don't have to comply with local regulations. There have been a handful of times that Sultan Deputies have escorted CSO Forte to specific problem houses or have responded to meet her, when she was confronted by an unhappy citizen. Unfortunately deputies are not always available to assist Forte at these calls and because of other calls, they are delayed when she asks for their help.

In law enforcement we follow what is called the "Continuum of Force" which begins with presence at an event all the way to the deadly use of force. While CSO Forte is not a fully commissioned law enforcement officer, she does have enforcement powers which put her in the position of using the "Continuum of Force" to some degree, just because of how citizens respond to her directions or requests.

CSO Forte currently carries "Capstun", a chemical spray as a defensive weapon and is very adept at talking and reasoning with upset citizens but there is a need to give her other tools to protect herself.

According to studies, capstun or other chemical agents are effective on most people but there have been hundreds of documented cases where chemical agents were used and not effective on people with mental issues, under the influence of drugs or alcohol or other factors. This is why most all law enforcement agencies require their commissioned staff to carry chemical agents, batons, Tasers and firearms, so they have a variety of "tools" to deal with aggressive subjects.

Many communities and corrections agencies have opted to arm their Community Service Officers or Corrections Officers with "tools" such as chemical agents and Tasers. Both "tools" are considered "less than lethal" methods of controlling AGGRESSIVE subjects.

These items are called "less than lethal" because the majority of time the use of the chemical spray or Tasers has resulted in cooperation from the subject and has allowed the user to retreat from the incident or to take control of the incident without using physical force and injuring the subject or themselves. In a very limited number of cases, the use of either chemical spray or Tasers has resulted in death of the subject.

The key to properly using either chemical spray or Tasers is documents, comprehensive training of them and proper, understood and following procedures for their use and post use actions.

The city of Sultan already owns an X-26 Taser, which is an earlier version of the Taser, manufactured by Taser International, one of the leaders in the industry. According to their website, so far 102,739 people have been saved by the use of Tasers. (see attached)

CSO Forte has expressed a concern for her safety since she has been employed by Sultan because of some encounters with citizens which were negative and the level of hostility the citizen had.

In January 2013 trainers from the Snohomish County Sheriff's Office announced that on February 22, 2013 they would be teaching an eight hour basic course on the proper use of and policies related to the use of Tasers. This class would include instruction and practical use of the X-26 Taser as well as instruction on the policies and procedures for the use of the Taser.

The deputies instructing this class are certified instructors with the Washington State Criminal Justice Training Commission and are certified to teach about the use of the Taser.

The Sheriff's Office has authorized CSO Forte to attend this training class and instructor deputies have volunteered to make sure the city's X-26 Taser is serviced and working properly.

The Sheriff's Office has requested that the city and county complete an MOU or waiver of liability for the county, the Sheriff's Office and its employees before Forte attends the Taser class.

Staff is currently working on this item which would indemnify the County, Sheriff's Office and its employees from liability for injuries which may occur during training or the improper use of the Taser by Forte during or following the Taser class.

Once the document is completed, it will be reviewed by Sultan's Attorney and County Attorneys, before it is signed by the proper officials.

Staff has also attached the relevant portions of the Sheriff's Office Policy and Procedure Manual and recommends Sultan make minor revisions to identify the policy as the city of Sultan's.

FISCAL IMPACT:

There will be no direct costs, as instruction and work on the MOU and policy will be completed by staff during normal business hours.

ALTERNATIVES:

- Mayor Eslick and Council can direct staff to complete more research on this topic and locate other classes which Forte can be enrolled in.
- Mayor Eslick and Council can decline to allow CSO Forte to attend this class or carry a Taser.
- Mayor Eslick and Council can approve the completion of an MOU, allow CSO Forte to attend this Taser class and become certified in its use and direct staff to personalize a use policy for Sultan.

RECOMMENDED ACTION:

- Mayor Eslick and Council can approve the completion of an MOU, allow CSO Forte to attend this Taser class and become certified in its use and direct staff to personalize a use policy for Sultan.

ATTACHMENT

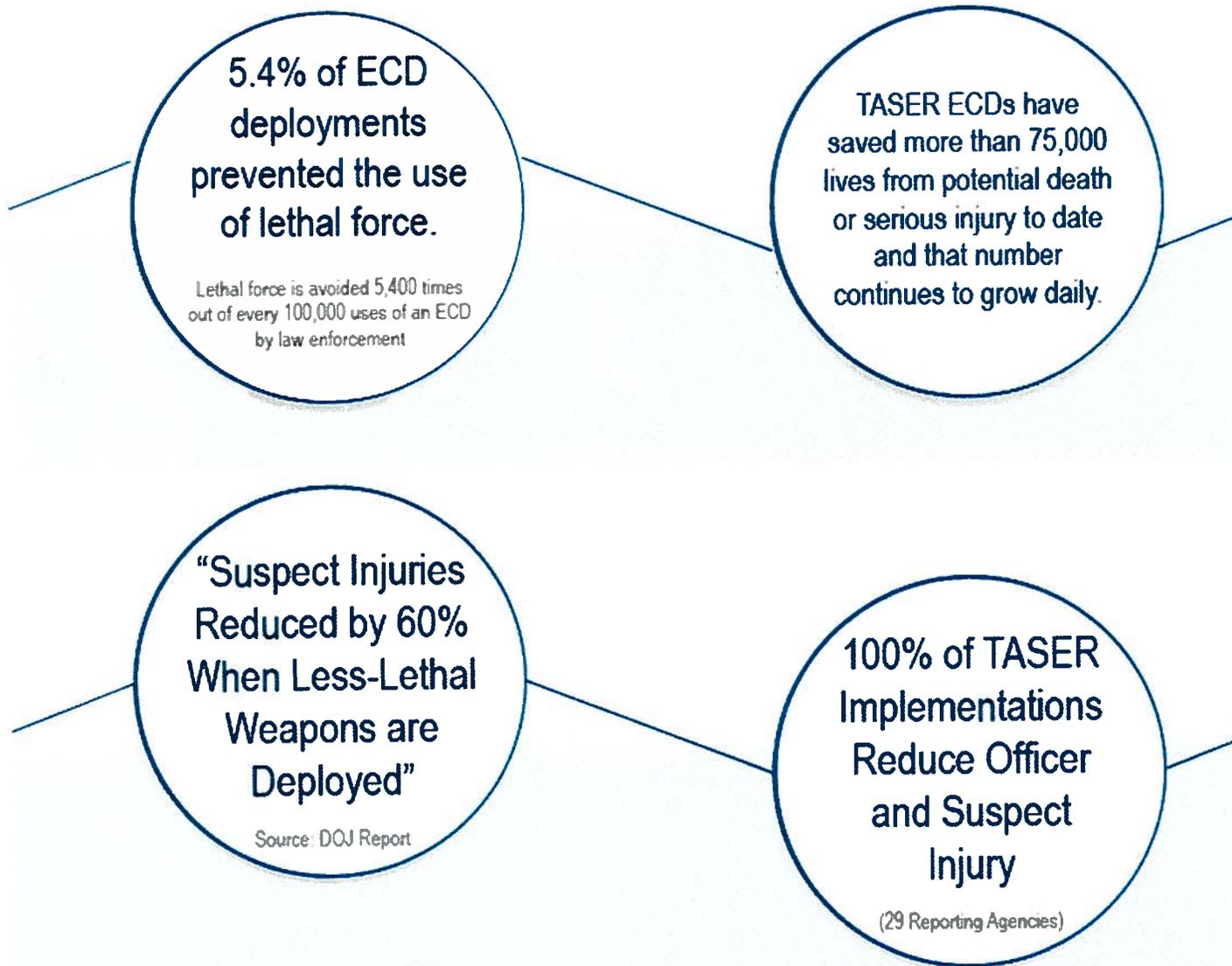
- “A” Information about Tasers.
- “B” Excerpt of Snohomish County Sheriff’s Office Use of Force Policy.

•

➤ **Attachment A: Information about Tasers.**

TASER Field Use and Statistics

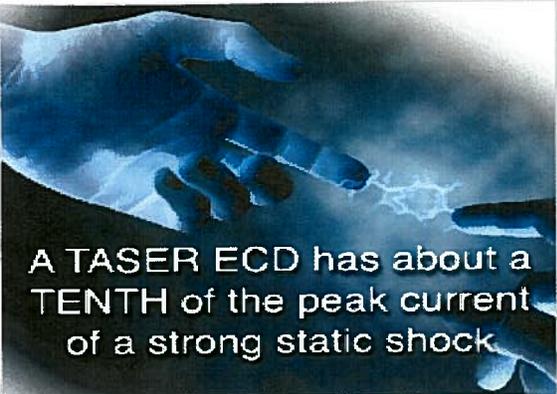
The numbers tell the story, TASER products save lives, prevent injuries, and reduce litigation



Why TASER?



Did You Know?

 <p>A TASER ECD has about a TENTH of the peak current of a strong static shock</p>	<p>Based on statistics, TASER Applications have been determined to be SAFER THAN HIGH SCHOOL SPORTS</p> 
<p>TASER ECDs have been used on humans 2 million times</p> 	<p>TASER ECDs are deployed in countries all over the world</p> 

➤ **Attachment “B” Excerpt of Sheriff’s Office Policy**

10.00/000.00 USE OF FORCE

10.00/010.00 Use of Force: Philosophy

Deputies are daily confronted with situations where control must be exercised to restore peace and order, effect an arrest, and protect public safety.

Frequently, deputies are placed into situations that have deteriorated beyond the level at which verbal communication is effective. In these cases, deputies will need to employ the necessary force to overcome resistance and/or protect their own safety or the safety of others.

The ability to use appropriate levels of force is both a necessary part of a deputy’s role and a tremendous personal responsibility. When it is determined that force must be used, it is important that deputies use only the reasonable amount of force necessary to overcome resistance, protect physical safety, and perform their duties.

Deputies are not expected to be injured before resorting to the use of force. They may employ force in order to keep themselves or others from being injured. Force may be applied through the use of one’s body, through weapons, equipment, or other instruments.

In making the decisions to apply force and the level of force to be used, good judgment and accountability are essential.

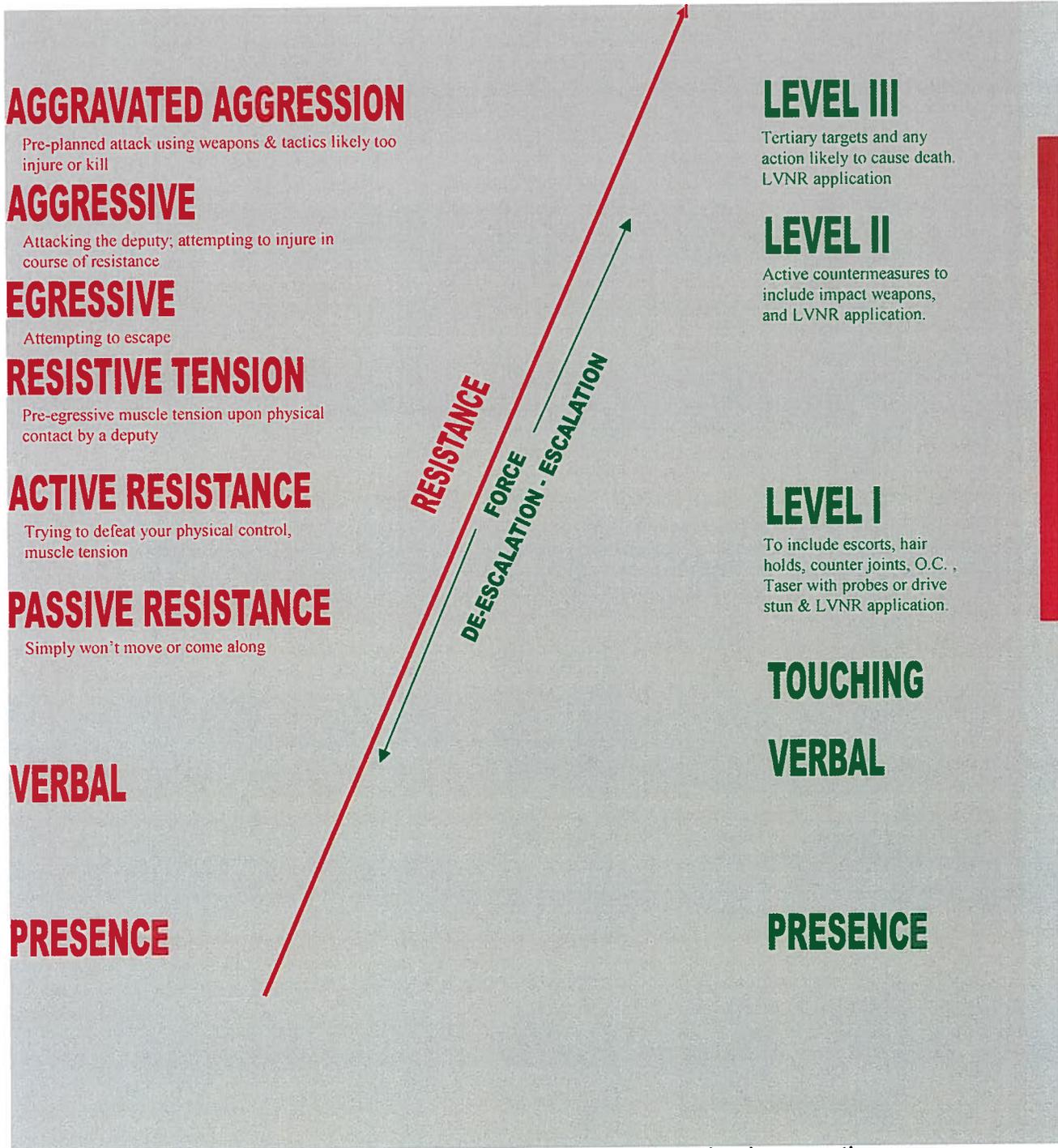
The decision to employ a given level of force must be based on the information known to the deputy or upon reasonable assumptions made by the deputy at the moment that force is applied. Facts unknown to the deputy, no matter how compelling, cannot be considered later in determining the propriety or justification for use of force.

The use of force by Snohomish County Sheriff’s deputies will be according to the following Office policies and procedures as well as within the provisions of RCW Chapters 9A.16 and 10.31 as now written or hereafter amended.

10.00/020.00 Use of Force: Guidelines

1. In all situations, deputies will use force only when necessary and when justified by the circumstances confronting the deputy.
2. Deputies will employ only the reasonable amount of force necessary to overcome resistance and carry out their duties.
 - A. In use of force decisions the following factors should be considered:
 1. Officer versus suspect physical characteristics;
 - a. Height & weight
 - b. Physical strength
 - c. Age
 - d. Skill level

- e. Sustained injuries
 - f. Fatigue factors
 - 2. Number of deputies versus suspects
 - 3. Weapons involved (type, availability & proximity)
 - 4. Crime(s) involved
 - 5. Suspect(s) demeanor (influenced by intoxicants)
 - 6. Officer's knowledge of the suspect(s)
 - 7. Weather & terrain
 - 8. Availability of other options
 - 9. Other exigent circumstances
3. Deputies are expected to perform their duties with diligence and dedication. This requires a firm, resolute, and responsible approach to those who would deter deputies from doing their duty and from offering protection to the public. This, in turn, may require the employment of defensive and control techniques including the use of issued and approved equipment whenever necessary. Thus, deputies have a positive duty to employ the proper level of force when such force is necessary. Nothing in this policy mandates that each step of the continuum of force be attempted prior to moving to a greater level of force. The use of force must be reasonable and consistent with the circumstances confronting the deputy.
4. Deputies shall receive training and periodic updates in the use of force and safe handling of any weapon system used on-duty or off-duty prior to be approved to carry the specific weapon. The training and updates may include demonstrated proficiency in the use of the weapon as well as demonstrated knowledge of the Sheriff's Office policy regarding the use of force as well as laws regarding the use of the weapon.
5. Following the use of any force, personnel shall assess the subject's need for medical treatment and ensure that the subject receives the appropriate medical aid necessary to ensure his/her safety.
6. A. Use of force Continuum: The use of force continuum acts as a guide for deputies in the application of force. The continuum implies a process that allows a deputy to move freely between force options as the situation dictates. Sheriff's Office training and policy embodies this concept.



6. Egressive: A person is attempting to escape control using reactive movements.
7. Aggressive: The person is attacking and attempting to injure the deputy in an attempt to escape.
8. Aggravated aggression: The person is using a pre-planned attack on the deputy possible using weapons or tactics that are likely to cause serious injury or death.

C. Force definitions

1. Presence: Identification by verbal announcement, badge, uniform or vehicle.
 2. Verbal: Dialogue, open/closed questions, persuasions, advice, lawful order.
 3. Touching: Escort control, guiding or escorting and “out muscling” the subject who exhibits only minor resistance.
 4. Level I; Pain compliance via control points, distractions, counter-joint tactics, hair holds, pepper spray (O.C.), Taser (drive stun or probes) and Lateral Vascular Neck Restraint (LVNR) initial application.
 5. Level II: Impact counter-measures, stunning procedures with impact weapons including hands and feet, batons, and any LVNR.
 6. Level III; Tertiary targets including head and neck with impact weapon, firearms or any other tool or action likely to cause death.
7. Precinct and division commanders shall thoroughly familiarize their personnel with Office policy relative to the use and reporting of force by regular training methods and briefing.
 8. Potentially lethal force will comply with state law as contained in RCW Chapters 9A.16 and 10.31 as now written or hereafter amended.

10.00/030.00 Use of Force: Reporting

1. In all cases where personnel are required to apply force where application of force is used to gain compliance, the following procedures shall apply:
 - A) A SCSO Use of Force/Miscellaneous Report form shall be completed for all incidents of force being used. (See Addendum - A below)
 - B) All details regarding the use of force shall be included in the Use of Force/Miscellaneous Report. Each deputy using force will note the type of force they applied on each subject, the circumstances of its application in the narrative section and the result by putting a + for effective and a – for ineffective in the appropriate box and include any resulting injuries in the report. The deputy(s) shall, as soon as possible, inform the supervisor responsible for the incident of the circumstances involving the application of force and document this communication in the narrative of the Use of Force/Miscellaneous Report. The deputy(s) shall also forward a copy of the Use of Force/Miscellaneous Report(s) to the Sheriff’s Office Organizational Development Division.
 1. The supervisor shall cause copies of all Incident, Supplemental, and Use of Force/Miscellaneous reports to be forwarded to the appropriate precinct or division commander for review.
 2. If there have been any injuries or death to any suspect(s), Sheriff’s Office personnel, and/or citizen(s), the precinct or division commander shall forward a copy of all reports to their respective Bureau Chief.

3. The Sheriff's Office Organizational Development Division Commander shall cause a database to be kept of all Use of Force/Miscellaneous Reports sent to him and shall also review the reports for any future training needs.

10.05/040.00 M26/X26 TASER/OVERVIEW

1. The M26 and X26 Taser is an electronic control, non-deadly electronic weapon used to temporarily immobilize subjects. The Taser is deployed as an additional tool and is not intended to replace firearms or self-defense techniques. It may be used to control a physically resistive, aggressive or violent subject that pose a threat of physical harm to his/herself, to the Deputy(s) or to other persons or property.
 - A. The Taser and cartridges shall only be carried by authorized Deputies.
 - B. The Taser will be carried in an Office-authorized holster.
 - C. Deputies may carry personally purchased M26 or X26 Tasers following the successful completion of the SCSO certification course.
 - i. Deputies must complete a Weapon use Request (SH-9) signed by a certified Taser instructor and approved by their respective chain of command prior to carrying a personally owned Taser on duty
 - D. Only SCSO M26or X26 issued Taser cartridges may be used in the device.

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: A-3
DATE: February 14, 2013
SUBJECT: RH2 Engineering Services Contract Amendment
CONTACT PERSON: Mick Matheson, P.E. – Public Works Director



ISSUE:

Authorize the Mayor to sign Contract Addendum No. 3 (Attachment A) with RH2 Engineering, Inc., (RH2) to:

- Increase the contract amount from \$30,000 to an amount not to exceed \$50,000

ALTERNATIVES:

1. Authorize the Mayor to sign Addendum No. 3 with RH2 to increase the contract amount from \$30,000 to an amount not to exceed \$50,000.
2. Do not authorize the mayor to sign Addendum No. 3 with RH2 to increase the contract amount for engineering services. Direct staff to areas of concern.

STAFF RECOMMENDATION:

Authorize the Mayor to sign Addendum No. 3 with RH2 to increase the contract amount from \$30,000 to an amount not to exceed \$50,000.

SUMMARY:

RH2 was retained by the City in December 2009 to prepare the 2010 Water System Plan and 2010 General Sewer Plan. This work has been completed. As part of this work effort, RH2 created a software model of the city's water and sewer systems.

The city council subsequently approved a separate engineering services contract with RH2 on April 28, 2011 (Attachment B) to provide water and sewer analysis on an on-call basis for an amount not to exceed \$10,000. RH2 was determined by staff to be the most highly qualified firm to assist the City in determining concurrency for development projects and to handle other water and sewer engineering services as the need arose.

The city council subsequently authorized the Mayor to sign Addendum No. 1 on July 28, 2011 to increase the budget for the one-year on call services contract with RH2 not to exceed \$20,000 (primarily to cover the Arndt Family Trust determination of concurrency).

The city council then authorized the Mayor to sign Addendum No. 2 on April 12, 2012 to extend the duration of the engineering services agreement from May 1, 2012 to May 1, 2014, and increase the contract amount from \$20,000 to \$30,000. The primary reason for the budget increase was to perform work necessary to confirm the revised setpoints for Pressure Reducing Valve (PRV) #3 to increase the available fire flow in the area south of US 2. The budget increase also allowed the City to continue to have some flexibility to achieve the city's on-call service needs in a timely manner.

The proposed Amendment No. 3 budget increase is for a specific study. During field flow and pressure tests that were performed on July 17, 2012, as part of the PRV #3 improvements, discrepancies between the flow measured at fire hydrants and the rated flow rate of the pumps in the 632 Zone Booster Pump Station (BPS) were discovered. These discrepancies may be the result of pump setpoints that are not suitable for the system, incorrect pump sizes, or unknown valving or piping at the pump station.

RH2 prepared a letter dated August 31, 2012 summarizing the results of the flow and pressure tests and recommended that the City evaluate the existing pumps and motors to confirm that their operation is within an acceptable range that will not result in failure of the equipment or damage to the water distribution system.

The City has requested that RH2 evaluate the existing pump station to confirm the operation of the facility and to identify the improvements necessary for the 632 Zone BPS. This will include analysis and specific recommendations for:

- Replacing the existing generator, as its capacity is not adequate to fully operate the facility during a power outage,
- The installation of variable frequency drives to enable the pumps to match demands.
- Evaluating the hydraulic grade of the pressure zone to maintain suitable service pressure.

FISCAL IMPACT:

This study was anticipated and included in the 2013 budget. The project budget is projected not to exceed \$20,000 which is consistent with the 2013 budget.

DISCUSSION:

This project is the result of RH2 discovering important discrepancies between field measurements and the rated flow rate of the pumps in the 632 Zone Booster Pump Station. It is very important to determine why there are discrepancies and to figure out a cost effective solution. The evaluation will result in a letter with the following deliverables:

- Description of inconsistencies found between the facility as-builts and the operation of the existing system.
- Existing booster pump and motor condition and characteristics.
- Evaluation of the adequacy of the existing booster pumps.
- Recommended hydraulic grade of the existing 632 zone.
- Preliminary operational description for the 632 Zone with VFD controls
- Preliminary pump and motor sizing if necessary.
- Proposed generator sizing
- Description of necessary electrical improvements.

The results of the evaluation will be used to determining the scope of the subsequent design phase for this project.

RECOMMENDED ACTION:

Authorize the Mayor to sign Addendum No. 3 with RH2 to increase the contract amount from \$30,000 to an amount not to exceed \$50,000.

ATTACHMENTS:

- A – Addendum No. 3 to the On-Call Services contract with RH2
- B – Amendment No. 3 Exhibit A – Scope of Work 632 Zone BPS Evaluation
- C – RH2 Letter dated August 31, 2012
- D – Addendum No. 2 to the On-Call Services contract with RH2
- E – Addendum No. 1 to the On-Call Services contract with RH2
- F – RH2 On-Call Engineering Services Contract dated May 1, 2011

**ADDENDUM NO. 3
BY AND BETWEEN
THE CITY OF SULTAN AND RH2**

THIS THIRD ADDENDUM is made by and between the City of Sultan (hereinafter referred to as "City"), a Washington Municipal corporation, and RH2 (hereinafter referred to as "Service Provider") collectively the "Parties".

WHEREAS, on May 1, 2011, the Parties entered into that certain Agreement for on-call services for water and sewer analysis ("Agreement"); and

WHEREAS, the City authorized the Mayor to sign Addendum No. 1 with RH2 to raise the contract amount not to exceed \$20,000 for water and sewer analysis at the July 28, 2011 council meeting; and

WHEREAS, the City authorized the Mayor to sign Addendum No. 2 with RH2 to raise the contract amount not to exceed \$30,000 for water and sewer analysis and to extend the duration of the agreement from May 1, 2012 to May 1, 2014 at the April 12, 2012 council meeting; and

WHEREAS, the contract needs to be raised to not exceed \$50,000 to allow for the 632 Zone Booster Pump Station Evaluation scheduled and budgeted by the City Council to be completed in 2013; and

WHEREAS, the contract provides that no alteration or modification of any of the provisions of the Agreement shall be binding unless in writing and signed by both Parties;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises, terms and conditions set forth in the Agreement and contained herein, the Parties hereby agree as follows:

Section 1. Amendment of Section 1 of the Agreement. Section 1 of the Agreement is hereby revised to provide in its entirety as follows:

In addition to the Description of Work described in Attachment A (Scope of Work in the Agreement dated May 1, 2011), the Service Provider shall perform work as described in Amendment No. 3 Exhibit A – Scope of Work, City of Sultan 632 Zone BPS Evaluation dated February 2013, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. Service Provider shall not perform any additional services without the express permission of the City.

Section 2. Amendment of Section 2 of the Agreement. Subsection 2(A) of the Agreement is hereby revised to provide in its entirety as follows:

- A. The City shall pay Service Provider at the hourly rate set forth in Attachment B, but not more than a total of fifty thousand dollars (\$50,000) for the services described in this Agreement. This is the maximum amount to be paid under this Agreement.

Section 3. Effect of Addendum. This Third Addendum is in addition to the Agreement. Except as otherwise provided herein, the provisions of this Third Addendum modify, but do not supersede the provisions of the Agreement. Except as otherwise provided herein, each provision of the Agreement shall continue in full force and effect as if this Third Addendum did not exist. Except as otherwise provided herein, capitalized words and phrases shall have the meanings ascribed to them in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Addendum to be signed and executed this _____ day of _____, 20_____.

CITY OF SULTAN:

By: _____
City Manager

CONTRACTOR:

By: _____
Title: _____
Taxpayer ID #: _____

ATTEST/AUTHENTICATED:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Office of the City Attorney

Amendment No. 3
EXHIBIT A – SCOPE OF WORK
City of Sultan
632 Zone BPS Evaluation
Professional Engineering Services

February 2013

BACKGROUND

The City of Sultan (City) recently completed the Capital Improvement Plan (CIP) PRV1 improvements identified in the City's 2012 *Water System Plan* (WSP). During field flow and pressure tests that were performed on July 17, 2012, as part of the CIP PRV1 improvements, discrepancies between the flow measured at fire hydrants and the rated flowrate of the pumps in the 632 Zone Booster Pump Station (BPS) were discovered. These discrepancies may be the result of pump setpoints that are not suitable for the system, incorrect pump sizes or unknown valving or piping at the pump station. RH2 Engineering, Inc.'s (RH2) letter to the City, dated August 31, 2012, summarized the results of these flow and pressure tests and recommended that the City evaluate the existing pumps and motors to confirm that their operation is within an acceptable range and should not result in failure of the equipment or damage to the water distribution system. The 632 Zone BPS is a critical facility in the City's water system and provides direct domestic supply and fire suppression to customers within the 632, 447, and 335 Zones. The BPS is located on a site that also includes the City's water treatment plant, reservoirs, and connection to the transmission main supplying water from the City of Everett's Transmission Line No. 5 to the City.

The WSP identified additional improvements for the 632 Zone BPS under CIP F1. The improvements included: 1) replacing the existing generator, as its capacity is not adequate to fully operate the facility during a power outage; 2) installing variable frequency drives (VFD) to enable the pumps to match demands; and, 3) evaluating the hydraulic grade of the pressure zone to maintain suitable service pressures.

The City has requested that RH2 evaluate the existing pump station to confirm the operation of the facility and to identify the improvements necessary for the 632 Zone BPS. The results of this evaluation will be used to determine the scope of the subsequent design phase for this project.

Task 1 – Site Visit and Data Collection

Objective: Collect information needed to identify the scope of the upgrades necessary for the 632 Zone BPS improvements.

Approach:

- 1.1 Obtain water utility plan as-builts for the BPS, water treatment plant, and reservoir site. Obtain operational setpoints for all facilities on the site.
- 1.2 Review as-builts provided by the City and confirm consistency with the City's hydraulic water model and operational description of facilities.
- 1.3 Perform one (1) site visit to accomplish the following:
 - 1.3.1 Confirm the location, status, and set points of the City's piping and valving at the BPS, water treatment plant, and reservoir site. This work may also include confirming the operation of the City's intertie at Everett's Transmission Line No. 5 and performing

hydrant flow tests to force valves and pumps to operate based on current setpoints, which requires rental of flow metering equipment.

- 1.3.2 Collect data and measurements for the pumps and motors in the 632 Zone BPS to determine their existing condition and operation. This will include pump power, pump power voltage, pump power amp draw, power factor of pumping plant, vibration, water flow rate, discharge pressure, suction pressure, and reservoir levels.
- 1.3.3 Examine and take inventory of the site's electrical and control systems and connections.
- 1.4 Provide follow-up coordination with City staff to verify the water system's supply infrastructure is operating as intended by the water system operators.

Provided by the City:

- All available construction records related to the 632 Zone BPS and utility plans at the BPS, water treatment plant, and reservoirs site (1.5 MG Reservoir as-builts [1999] previously provided).
- Existing operational setpoints for each pump in the 632 BPS, the reservoirs, and treatment plant.
- Site and facility access assistance during site visit.
- Electrician to connect RH2-provided motor power monitoring equipment to electrical cabinets.

RH2 Deliverables:

- Attendance at one (1) site visit.

Assumptions: *Site surveying and potholing will not be required. RH2 may be entitled to rely on the accuracy and completeness of any data, materials, or information provided by the City.*

Task 2 – 632 Zone BPS Evaluation and Letter Report

Objective: Analyze the data collected in Task 1 and identify the improvements necessary for the 632 Zone BPS improvements.

Approach:

- 2.1 Evaluate the service elevations in the 632 Zone and recommend a new pressure zone hydraulic grade, if necessary, to alter system pressures.
- 2.2 Determine the existing condition of the pumps and motors in the 632 Zone BPS by analyzing the field data obtained in Task 1. Calculate each pump and motor's pump curve, motor size, vibration level, wire-to-water efficiency, and energy signature.
- 2.3 Perform hydraulic analyses with the City's hydraulic model to calculate the system head curves for the 632 Zone BPS with VFDs and a new pressure zone hydraulic grade, if necessary. Determine if the City's existing booster pumps are appropriately sized to supply the system. If the existing pumps are not adequate, recommend new pumps and motors capable of supplying the system.
- 2.4 Prepare a preliminary operational description for the 632 Zone BPS with VFD controls.
- 2.5 Perform generator load calculations to determine the size of the proposed generator. The generator will be sized to simultaneously operate the existing pumps or new pumps that are recommended.

- 2.6 Identify the necessary improvements to upgrade electrical equipment and connections for the proposed generator and any new pumps, motors, and related equipment.
- 2.7 Document the results of the evaluation in a letter, sealed and signed by a professional engineer. The letter will include the following sections:
 - Description of inconsistencies found between the facility as-builts and the operation of the existing system.
 - Existing booster pump and motor condition and characteristics.
 - Evaluation of the adequacy of the existing booster pumps.
 - Recommended hydraulic grade of the existing 632 Zone.
 - Preliminary operational description for the 632 Zone BPS with VFD controls.
 - Preliminary pump and motor sizing, if necessary.
 - Proposed generator sizing.
 - Description of necessary electrical improvements.

RH2 Deliverables:

- Professional Engineer stamped letter report containing the results of the analysis.

AMENDMENT NO. 3 - EXHIBIT B

City of Sultan

632 Zone BPS Evaluation

Estimate of Time and Expense

Description	Total Hours	Total Labor	Sub-consultant	Total Expense	Total Cost
Task 1 Site Visit and Data Collection	39	\$5,862	\$1,277	\$262	\$7,400
Task 2 632 Zone BPS Evaluation and Letter Report	78	\$11,604	\$0	\$996	\$12,600
TOTAL - ALL TASKS	117	\$17,466	\$1,277	\$1,257	\$20,000

EXHIBIT C
RH2 Engineering, Inc.
SCHEDULE OF RATES AND CHARGES

2012 HOURLY RATES

CLASSIFICATION		RATE	CLASSIFICATION		RATE
Professional	IX	\$199.00	Technician	IV	\$127.00
Professional	VIII	\$199.00	Technician	III	\$119.00
Professional	VII	\$191.00	Technician	II	\$88.00
			Technician	I	\$83.00
Professional	VI	\$177.00			
Professional	V	\$168.00	Administrative	V	\$118.00
Professional	IV	\$158.00	Administrative	IV	\$98.00
			Administrative	III	\$84.00
Professional	III	\$148.00	Administrative	II	\$68.00
Professional	II	\$137.00	Administrative	I	\$57.00
Professional	I	\$125.00			

IN-HOUSE SERVICES

In-house copies (each)	8.5" X 11"	\$0.09	CAD Plots	Large	\$25.00
In-house copies (each)	8.5" X 14"	\$0.14	CAD Plots	Full Size	\$10.00
In-house copies (each)	11" X 17"	\$0.20	CAD Plots	Half Size	\$2.50
In-house copies (color) (each)	8.5" X 11"	\$0.90	CAD System	Per Hour	\$27.50
In-house copies (color) (each)	8.5" X 14"	\$1.20	GIS System	Per Hour	\$27.50
In-house copies (color) (each)	11 X 17"	\$2.00	Technology Charge	2.5% of Direct Labor	
			Mileage	Current IRS Rate	

OUTSIDE SERVICES

Outside direct costs for permit fees, reports, maps, data, reprographics, couriers, postage, and non-mileage related travel expenses that are necessary for the execution of the project and are not specifically identified elsewhere in the contract will be invoiced at cost.

All Subconsultant services are billed at cost plus 15%.

CHANGES IN RATES

Rates listed here are adjusted annually. The current schedule of rates and charges is used for billing purposes. Payment for work accomplished shall be based on the hourly rates and expenses in effect at the time of billing as stated in this Exhibit.



RECEIVED
SEP 04 2012

BY:.....

RH2 ENGINEERING, INC
www.rh2.com
mailbox@rh2.com
1.800.720.8052

August 31, 2012

BELLINGHAM
Pacific Meridian Plaza
4164 Meridian St, Ste 302
Bellingham, WA 98226

Mr. Mick Matheson, P.E.
Public Works Director
City of Sultan
PO Box 1199
Sultan, WA 98294-1199

BOTHELL
22722 29th Dr SE, Ste 210
Bothell, WA 98021

Sent Via: US Mail

Subject: Water System Hydraulic Analyses for CIP PRV1

EAST WENATCHEE
300 Simon St SE, Ste 5
East Wenatchee, WA 98802

Dear Mr. Matheson:

This letter contains the results of pressure and fire flow analyses for modifications to the pressure reducing valve (PRV) settings at PRV #3, as proposed in the City of Sultan's (City) 2012 *Water System Plan* (WSP) as Capital Improvement Plan (CIP) PRV #1. Field flow and pressure tests were performed on July 17, 2012, throughout the area south of State Route (SR) 2 in the southeastern portion of the city limits. Analyses were subsequently performed using a computer model of the City's existing water system to confirm fire flow capabilities based on the results of the field tests. These engineering services are being provided in accordance with the City's authorization during a May 24, 2012, phone conversation.

GOLD HILL
13677 Highway 234
Gold Hill, OR 97525

BACKGROUND

The City's WSP identified pressure deficiencies in isolated areas south of SR 2 during peak hour demand, and fire flow conditions for the City's year 2015 projected system. The WSP proposed CIP PRV1 to resolve the projected pressure deficiencies by increasing the setpoints of PRV #3 to allow the valves to open to supplement supply to the area south of SR 2 during peak demand or emergency conditions. The PRV #3, 8-inch and 6-inch setpoints were recommended to be changed to 41 and 46 pounds per square inch (psi), respectively.

RICHLAND
114 Columbia Point Dr, Ste C
Richland, WA 99352

SHERWOOD
18850 SW Parrett Mtn Rd
Sherwood, OR 97410

RH2 Engineering, Inc., (RH2) was authorized by the City to coordinate the PRV #3 setpoint adjustments with GC Systems, Inc., (GC Systems) and to attend hydrant flow tests with City staff to confirm fire flow availability using the field data obtained following the setpoint adjustments. The pressures and fire flow measured in the field were expected to increase as a result of the PRV #3 setpoint adjustments. The City's hydraulic model, calibrated in 2011 as part of the WSP, will be used to determine the pressures and available fire flow throughout the area south of SR 2 during peak hour demand and fire flow conditions.

TACOMA
One Pacific Building
621 Pacific Ave, Ste 104
Tacoma, WA 98402



The existing fire flow requirement for all land uses in the City is 1,000 gallons per minute (gpm), per Table 4-9 of the WSP. However, the future fire flow requirement for the parcels with manufacturing land uses, which are prevalent throughout the area south of SR 2, is 2,500 gpm per Table 4-10 of the WSP. The City can supply the existing 1,000 gpm fire flow requirement, but not the 2,500 gpm future fire flow requirement. The fire flow requirements used for this analysis are general, planning-level requirements and should be verified by the Fire Marshal prior to construction of any future development.

PRELIMINARY HYDRAULIC ANALYSES

Before the PRV #3 setpoint adjustments were made, initial hydraulic analyses were performed to determine the anticipated flow and residual pressures to be observed in the field. On July 17, 2012, GC Systems entered the PRV #3 vault and changed the PRV setpoints to those recommended in CIP PRV1 of the WSP. GC Systems changed the PRV setpoints by turning a screw on the PRV controls clockwise until the valve barely opened, at which point the PRV setpoint is equivalent to the downstream pressure being measured by a gauge in the PRV vault. The same screw was then turned counter-clockwise to the identified setpoint by knowing how many turns of this screw is equivalent to 1 psi. The existing and proposed PRV #3 setpoints are shown in Table 1.

Table 1
PRV #3 Proposed Setpoints

PRV #3 Valve	Existing Setpoint (psi)	Proposed Setpoint (psi)
8-inch PRV	25	41
6-inch PRV	20	46

FIELD HYDRANT FLOW TESTING

Seven field flow and pressure tests were performed by RH2 and City staff on July 17, 2012, to confirm the PRV #3 setpoint adjustments performed by GC Systems. The flow test locations are shown in Figure 1, and the results of the flow tests are shown in Table 2. The static pressure and residual pressures were measured and recorded at the residual hydrant, labeled 'R' on Figure 1, and the flow was measured and recorded from the flowing hydrant(s), labeled 'F' on Figure 1. Test No. 4B, performed with two hydrants flowing immediately downstream of PRV #3, resulted in supply flowing freely through PRV #3, with upstream and downstream pressures in the PRV vault measured at 28 psi. Based on hydraulic analyses performed prior to the field flow tests, the expected PRV #3 upstream pressure was approximately 45 psi. The unexpected low upstream pressure during Test No. 4B was the basis for conducting additional flow tests upstream of PRV #3 to determine the cause of the pressure drop.



Table 2
Field Flow Test Results

Test No.	Flow (gpm)	Static Pressure (psi)	Residual Pressure (psi)	PRV #2 Upstream Residual Pressure (psi)	PRV #2 Downstream Residual Pressure (psi)	PRV #3 Upstream Residual Pressure (psi)	PRV #3 Downstream Residual Pressure (psi)
PRV #2 PSV Setpoint = 105 psi							
1	925	44	34	—	—	40	40
2	630	74	66	—	—	95	46
3	730	76	51	—	—	92	43
4A	750	50	41	—	—	48	41
4B	1,350	50	28	—	—	28	28
5	600	55	10	105	10	—	—
PRV #2 PSV Setpoint = 90 psi							
6	900	55	50	90	50	—	—
7A	750	50	44	—	—	95	44
7B	1,530	50	35	—	—	35	35

Test No. 5 was performed downstream of PRV #2 to assist in determining the large pressure drop measured downstream of PRV #3 during Test No. 4B. With one hydrant open during Test No. 5 and flowing at approximately 600 gpm, the measured downstream pressure at PRV #2 was 10 psi, which is less than the Washington State Department of Health, and the City's minimum pressure criteria of 20 psi during fire conditions. This low pressure was the result of the PRV #2 pressure sustaining valve (PSV) setpoint, which was set to maintain at least 105 psi at the upstream side of PRV #2 regardless of the effect on downstream pressures. To increase the residual pressure downstream of PRV #2 above the minimum pressure criteria when a hydrant is open, GC Systems adjusted the PSV setpoint to 90 psi. Test No. 6 was performed at the same location as Test No. 5, with the revised PRV #2 PSV setpoint. The pressure at the 632 Zone's highest elevation (at the western intersection of Rosewood Drive SE and 124th Street SE) was monitored during Test No. 6. Thirty psi was maintained at this location while the PRV #2 downstream pressure was measured to be 50 psi during the 900 gpm flow test.

Following the PRV #2 PSV setpoint adjustment, Test No. 7 was performed at the same locations as Test No. 4. With one hydrant open and flowing at 750 gpm, PRV #3 was operating as anticipated with measured upstream and downstream pressures of 95 and 44 psi, respectively. When a second hydrant was opened, resulting in a total combined flow of 1,530 gpm, the supply once again began flowing freely through PRV #3, with upstream and downstream pressures in the PRV #3 vault measured at 35 psi. This measurement indicates that pressure on the upstream side of PRV #2 had been reduced to 90 psi, causing the PSV to control the flow through PRV #2, resulting in limited flow and reduced downstream pressures.

During Test Nos. 2 through 6, City staff was monitoring the pump status at the booster pump station (BPS) to identify which pumps were operating. With a single hydrant flowing during each of the tests except Test No. 4B, only the 10 horsepower (hp) pump was operating, which has a rated flow rate of 100 gpm. However, based on the flow rates (approximately 600 to 900 gpm) and pressures measured during the single hydrant flow tests, a 50 hp motor would be required to meet these conditions. Additionally, when the 100



hp, 2,000 gpm fire pump was running with the 100 gpm pump, the measured flow rate increase was less than 500 gpm. With only one flow meter in the BPS, the flow from each pump was not able to be measured with multiple pumps operating simultaneously. Based on this discrepancy between the rated and actual pump flow, the City should evaluate the existing pumps and motors to confirm their characteristics, such as the pump curve and motor size information, for these critical components of the water system.

HYDRAULIC ANALYSES RESULTS

The hydraulic model predicted pressure differentials to within 5 percent of the field measurements for the single hydrant flow tests, not including Test No. 5, which was omitted due to the low residual pressure measurement and was reevaluated under Test No. 6. The predicted pressure differentials are within generally accepted industry standards for hydraulic model accuracy.

During flow tests with multiple hydrants flowing, the model indicated that the higher elevations of the 447 Zone experienced pressures below 20 psi, and in some cases, a suction condition may have been created. To mitigate the low pressures in the 447 Zone during fire flow conditions, analyses were performed to evaluate the PRV #2 PSV setpoint. The analyses indicated that the PSV setpoint may be further adjusted to 70 psi. Although the proposed PSV setpoint may allow pressures below 20 psi in the 632 Zone during fire or emergency conditions, at least 10 psi will be maintained in the 632 Zone and the number of customers with less than 20 psi during fire and peak flow conditions will be reduced. With the PSV set at 70 psi, the total flow through PRV #2 can reach 1,560 gpm before pressures are reduced below 20 psi in the 447 Zone, instead of 1,210 gpm with the current 90 psi PSV setpoint.

Table 3 describes the results of the hydraulic analyses with CIP PRV1, and the PRV #2 PSV set at 70 psi for three representative locations south of SR 2, shown in Figure 1. The results indicate that the available fire flow would increase between 360 and 800 gpm at the three nodes without any additional water main or pump improvements. The resulting available fire flow does not meet the City’s future requirements. Water main or pump improvements are required to meet the future required fire flow in this area.

**Table 3
 Flow Test Results**

Description	Junction	Fire Flow Available	
		Existing System (gpm)	With CIP PRV1 and PRV #2 PSV Set at 70 psi (gpm)
Romac	J-333	1,365	1,725
Cascade View Dr/Cemetery Rd	J-135	1,170	1,975
SR 2 and 10th Street	J-339	1,290	1,795

The available fire flow shown in Table 3 is different than the anticipated fire flow shown in Table 2 of RH2’s letter dated October 12, 2011, letter to the City that evaluates the fire flow capability south of SR 2 with various improvement alternatives. This discrepancy is due to the hydraulic model not considering the PRV #2 PSV during previous hydraulic analyses. Operational controls were added to the PRV #2 PSV and PRVs in the hydraulic model to ensure the PSV is accurately modeled.



RECOMMENDATION

RH2 recommends that the City set the PRV #2 PSV to 70 psi to reduce the possibility of creating a suction condition in the distribution system and to reduce the number of customers with less than 20 psi during a fire or emergency condition. The completion of CIP PRV1 and adjustments to the PRV #2 PSV setpoint to 70 psi will increase the available fire flow by 360 gpm at J-333 (Romac), 506 gpm at J-339, and 805 gpm at J-135. The system's available fire flow is limited by the existing pumps, the PRV #2 PSV, and the distribution system capacity downstream of PRV #1. The existing pumps should be evaluated to confirm pump and motor characteristics such as pump curve and motor size as their observed operation was significantly different from their rated capacities. If the actual pump capacities are found to be different than the rated capacities, the hydraulic analyses performed as part of this report and the City's WSP may need to be reevaluated to determine the actual pressures and fire flow available to the system. The pressures and flows shown in **Table 3** and in Chapter 7 of the WSP may be less than originally calculated.

If you have any questions regarding the analyses, please call me at (425) 951-5394. Thank you for the opportunity to assist you with this project.

Sincerely,

RH2 ENGINEERING, INC.

Michele R. Campbell, P.E.
Project Manager

RMW/MRC/jq/wr

Attachment: Figure 1

