

**CITY OF SULTAN
COUNCIL MEETING – COMMUNITY CENTER
July 14, 2016**

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

CHANGES/ADDITIONS TO THE AGENDA

PRESENTATIONS

- 1) 2017 Legislative Project Requests

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

COUNCILMEMBER COMMENTS

CITY ADMINISTRATOR COMMENTS

STAFF REPORTS – Written Reports Submitted

- 1) Code Enforcement
- 2) Police Reports

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

- 1) Minutes of the June 23, 2016 Council meeting as on file in the Office of the City Clerk
- 2) Voucher Approval

ACTION ITEMS:

- 1) Planning Board Appointment
- 2) Danger Tree Removal – Award Bid
- 3) Backflow Testing – Award Bid
- 4) 4th/5th Street Projects – Award Bid
- 5) Water Treatment Plant Filter Media Purchase

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

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

CITY OF SULTAN
AGENDA ITEM COVER SHEET

ITEM: P-1
DATE: June 14, 2016
SUBJECT: Legislative Requests
CONTACT PERSON: Donna Murphy Grants and Volunteer Coordinator



ISSUE:

The City of Sultan is preparing the 2017 Legislative Requests for City Council review and approval. The four "White Papers" are:

1. Request State Legislation to require Public Utility Districts to pass on the savings resulting from changing street light bulbs to LED bulbs.
2. Request funding for construction of a Pedestrian and Bicycle bridge crossing the Sultan River.
3. Request funding for a 1,300' X 4' Flood Protection Wall.
4. Request funding for an Emergency Command Center

The "White Papers" will be given to the City of Sultan's Lobbyist, Mike Armstrong to lobby at the state and federal levels.

- *The attached White Papers are still in DRAFT STAGE for Council's review and edits.*



PUD-LED LIGHTS

Carolyn Eslick, Mayor
425.327.2093
carolyneslick1@msn.com

Ken Walker, City Administrator
360.793.1164
ken.walker@ci.sultan.wa.us

Mick Matheson, Public Works Director
360.793.2262
mick.matheson@ci.sultan.wa.us

Request:

The State of Washington Legislature pass legislation that requires all Public Utility Districts (PUD) to pass on the savings that accrue to the PUD by switching streetlights to LED bulbs.

PROBLEM:

Although the State of Washington does not specifically require a Public Utility District (PUD) to “pass on” the savings that accrue to the PUD by switching streetlights to LED bulbs, the PUD Commission has discretion to set electric rates that are “fair”. State law does not appear to provide a more specific definition of what constitutes “fair” for the purposes of the rates charged by a PUD.

Generally speaking, the electric rates charged by a PUD should be sufficient to cover the costs of operating the utility and no more.

Snohomish County PUD is changing street lights to LED and saving a substantial amount of money, and not passing the savings on to their customers. By paying these charges, the City of Sultan and other government entities in Snohomish County are basically shifting tax payer's resources to PUD.

Municipal street lights are not metered; PUD charges the cities a monthly fee for the light. For example, all of the following street lights have been changed to LED, saving PUD approximately 35—50%, yet continuing to charge the City of Sultan the old rate for Wattage bulbs:

STREET LIGHTS THAT HAVE BEEN CHANGED TO LED, YET PUD CONTINUES TO CHARGE THE OLD RATE USED WITH WATTAGE BULBS

100 WATT BULBS: 234 @ \$6.82 per month = \$1,691.63

200 WATT BULBS: 82 @ \$8.76 per month = \$ 761.42

250 WATT BULBS: 6 @ \$10.32 per month = \$ 65.65

400 WATT BULBS: 7 @ \$14.20 per month = \$ 105.36

TOTAL PAID PER MONTH: \$2,624 x 12 months = \$31,488.72 THE CITY PAID IN 2015

PUD is saving approximately 35—50% changing to LED bulbs. If that savings was passed on to the City of Sultan, using 40% savings, the City would have saved \$12,595.49 in 2015.

PUD LED Lights



The City of Sultan contacted Snohomish County PUD and was told that they are going to leave the rates as they are. After they complete changing out the entire county (that could be years), then they will monitor the actual cost for 3—5 years and make any needed adjustments at that time. Nothing was mentioned about retroactivity.

Objective:

Pass legislation that requires all PUBLIC Utility Districts (PUD) to pass on the savings that accrue to the PUD by switching streetlights to LED bulbs. This should apply to every entity with street lights in Snohomish County.

Sultan River/US 2 Bike and Pedestrian Bridge And Sanitary Sewer & Water Improvements



Project Description

- A Non-Motorized connection between West and East Sultan and the Sky Valley Recreation Area.
- A stand-alone bridge across the Sultan River connecting the west end of Main Street at River Park on the east side of the river to WSDOT right-of-way on the west side of the river.
- A ramp that complies with American with Disabilities Act (ADA) requirements and stairs to allow users to access facilities at the River Park and Sportsmen Park.
- Rest areas and interpretive signage to allow the trail users to rest and observe the natural environment in the Sultan River including large runs of Coho, Steelhead and Sockeye Salmon.
- Engineering Design is currently under way, anticipated to be shovel ready, Spring, 2016.

Project Budget and Phasing

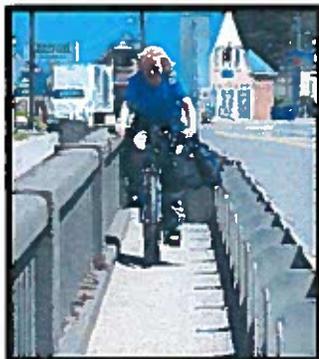
Project Budget	2013	City Contribution	2017 Request	Total Project Cost	Funding Source
Planning & Design	\$517,000 \$138,329		\$0	\$517,000 \$138,329	Various State Agencies City of Sultan
Construction Bridge Construction Water/Sewer		\$372,000	\$3,530,080	\$3,530,080 \$372,000	Legislative Proviso City of Sultan
Total	\$655,329	\$372,000	\$3,530,080	\$4,557,409	

Existing conditions on the WSDOT bridge



Dale Doornek, Sultan Resident
(Pictured left)

"I've put a long stick with a red flag on the back of my wheel chair and crossed the bridge in the vehicle travel lanes before. It makes the drivers mad, but I feel safer holding up traffic behind me than using the narrow and dangerous pathway on the existing bridge", said Dale Doornek, Sultan.





US 2 Bike/Pedestrian Bridge & Sanitary Sewer & Water Improvements

Carolyn Eslick, Mayor
425.327.2093
carolyneslick1@msn.com

Ken Walker, City Administrator
360.793.1164
ken.walker@ci.sultan.wa.us

Mick Matheson, Public Works Director
360.793.2262
mick.matheson@ci.sultan.wa.us

2017 Capital Budget Request

Request:

The City of Sultan is requesting \$3.5 million for construction funds to build a stand-alone ADA accessible bike and pedestrian bridge across the Sultan River. The bridge will be constructed to significantly improve pedestrian and bicycle safety as the pathway on the existing US2 vehicle bridge is narrow (29-1/2 inches wide) and dangerous. The pedestrian/bicycle bridge will be designed to support a new sanitary sewer force main to increase the sewer system capacity to avoid a building moratorium, and a new water main to improve fire flow to City residences and businesses located west of the Sultan River.

TRANSPORTATION PROBLEM:

US 2 accommodates large volumes of vehicular travel ranging from gravel trucks and trailers, logging semi trucks, large delivery trucks, Community Transit buses, school buses and chartered recreation and ski buses in addition to the usual heavy traffic. Approximately 25,000 vehicles per day travel over the existing vehicle bridge owned by WSDOT.

US 2 is a primary East/West Corridor for passenger vehicles in Washington. It is the only alternative to I-90 for all traffic. The existing WSDOT Bridge on US 2 over the Sultan River was built in 1940. The bridge pathway is only 29-1/2" wide and was not designed for pedestrians, bicyclists and disabled persons to safely cross. Bicyclists and pedestrians using the WSDOT Bridge pathway are less than an arm's length away from passing vehicles.

City residents without transportation are forced to cross the bridge to reach vital and essential services. On the west side of the Sultan River are the City's the only grocery store, medical center, dentist, pharmacy and laundromat. On the east side of the Sultan River are government and social services including City Hall, the Sultan library, post office, schools, and food bank.

The City of Sultan has secured \$517,229 for Planning and Design funding for this project. Additionally, the City has committed \$82,500 for sewer design and \$55,600 for water design. The design will be complete by December 2015 and ready for construction in early 2016.

WATER & SEWER PROBLEM:

The City of Sultan's wastewater pump station that serves 97 percent of Sultan's population is located on the east side of the Sultan River and the wastewater treatment plant is located directly across the river on the west side. The city must replace the wastewater force main that is current supported by the WSDOT US 2 Vehicle Bridge with a larger force main, or the City is facing a moratorium on further development. WSDOT will not allow the new larger forcemain to be attached to the US 2 Vehicle Bridge due to weight concerns. The alternatives are to drill under the river (which is problematic due to the likely presence of large boulders) or attach the new force main to a new bridge.

The City must also replace the existing 6-inch water main that currently hangs beneath the US2 Vehicle Bridge with a new 12-inch water main in order to provide adequate fire flow to the businesses and residences located west of the Sultan River. The new water main would also be attached to a new bridge.

Flood Protection Wall to Protect From Flooding

Carolyn Eslick,
Mayor
425.327.2093
carolyneslick1@msn.com

Mick Matheson
360.793.2262
Mick.matheson@ci.sultan.wa.us

Ken Walker, City Administrator
360.793.1164
ken.walker@ci.sultan.wa.us



2017 Capital Budget Request

Request:

The City of Sultan is requesting \$148,022 to purchase 1,300' X 4' Flood Protection Walls, a ndw product designed to protect communities from flooding, effectively replacing sandbags. The product may also be used to create traffic control barriers for emergencies, replacing barricades and cones where needed. Flood Protection Walls have minimum effect on fish and wild life and will help to reduce costs resulting from flooding.



The Problem:

The City of Sultan is located at the confluence of the Sultan and Skykomish Rivers that regularly flood during the fall and winter months. At the confluence, the Skykomish River cannot take the flow of the Sultan River fast enough and the waters flood into the downtown core of Sultan. In 2015 the City of Sultan experienced 4 separate floods, causing major property damage and loss.



FLOOD PROTECTION WALL vs SANDBAGS

The true expense of sandbags, once you factor in cleanup and other costs, is \$2.50 to \$5.00 per bag. This proves that not only is Muscle Wall a much more cost effective solution in the long run, but is saving money even at the first deployment.

One Flood Protection Wall = 468 Sand bags.

Project Budget and Legislative Request

Project Budget	State 2017 Request	Federal 2017 Request	Total	Funding Source
Temporary Flood Protection Wall	??????	\$148,022	\$148,022	FEMA???????????
Pre-engineered building to house the walls	????????	????????	??????	FEMA???????????
Total	????????		????????	

Flood Protection Wall to Protect From Flooding



“We were able to set up 200 feet of barriers with 3 people in less than 45 minutes”

Larry Bowler, Operation Manager of Sandy City Utilities

The Flood Protection Wall system is able to withstand the immense force of rushing or standing water due to its patented toe design. The pressure of the water forces the toe downward, thus overpowering the hydrostatic force, which anchors the wall to the ground.

The unique "L" shaped design of Muscle Wall enables each wall to nestle together with another in order to maximize shipping and storage space. Each wall has an extrusion on the top of the wall that snaps into place on the toe of the connecting wall. This system allows the walls to be securely stacked together.

The benefit of the Flood Protection Wall over sandbags is the ability to move the system into place quickly to protect the city from flood waters.

The Flood Protection Wall is able to withstand the immense force of rushing or standing water due to its patented "Toe" design that pushes down as the water forces in and around it.



Emergency Evacuation Command Center



Carolyn Eslick, Mayor
425.327.2093
carolyneslick1@msn.com

Merlin Halverson, Fire Chief
360.793.1179
m.halverson@snofire5.org

Ken Walker, City Administrator
360.793.1164
ken.walker@ci.sultan.wa.us



2017 Capital Budget Request

Request:

The City of Sultan is requesting \$500,000 for the design of a Public Safety Center that will include:

- Fire Station
- Police Station
- Emergency Operations Center (EOC)
- Public Meeting Facility
- Health Clinic
- Landing Facilities for Rotary Wing Aircraft

The facility will be a 16,000 square foot building that will provide dedicated space for the Command Center along with convertible space for a Certified Red Cross Evacuation Shelter along with Economic Development spaces.

The Problem:

Snohomish County has experienced 23 disasters, 22 of these disasters were Presidential Declarations, nearly double the national average. These disasters included floods, storms, mudslides, landslides, winter storms, winds, earthquakes, heavy rain, and volcanic eruption. These disasters tend to create a need for temporary shelter of evacuees. Disasters require hardened facilities for staging equipment, operating command and control, facilitating communications, housing and feeding emergency personnel as well as providing temporary shelter and medical care for evacuees. Presently, the City and surrounding area struggles to provide these services through a tenuous system of trailers, antiquated structures and agreements with churches and other service organizations.

The area is an epicenter for potential disasters. It is home to Culmback Dam, possibly the largest earthen dam in Washington. Failure of the dam through terrorism or natural events would release a 45 foot wall of water down the Sultan River reaching and destroying the City in 45 minutes. Sultan lies at the confluence of three rivers creating routing and sever flood emergencies. The area surrounds US 2, one of two primary east/west roadways in Washington and a railway providing rail transportation of coal, oil, Boeing aircraft, hazardous industrial products and passenger train service.

There is no emergency shelter available for the 50,000+ people living in East Snohomish County. The Federal Government needs to be proactive in funding and providing for facilities in the area.

Project Budget and Legislative Request

Project Budget	Secured	State 2017 Request	Federal 2018 Request	Total	Funding Source
Land	\$1,500,000	-0-		\$1,500,000	Snohomish County Fire District 5
Design		\$500,000		\$500,000	State of Washington Capital Budget
Construct the Building and Parking Lot			\$5,000,000	\$5,000,000	Homeland Security-- FEMA
Total	\$1,500,000	\$500,000		\$7,000,000	



Emergency Evacuation Command Center



Sultan is situated along US 2, one of 2 passes between West and Eastern Washington. During a disaster there is a potential for thousands of people to be trapped. There are no other roadways into the area, therefore outside resources would be days away. Housing and feeding of displaced people does not exist at this time. This facility will be designed to manage those people for several days. Resources need to be built outside of metropolitan areas to manage events in our region and as a backup to the County EOC should it be overwhelmed or damaged.

DANGERS

- Severe Flooding
- Earthquakes
- Pandemics
- Winter Storms
- Severe Storms
- Land Slides
- Forest/Interface Fires
- Dam Failure
- Burlington Northern Railroad
- US 2 Hazardous Materials
- Bridge Failures

The facility will be used for:

- Police and Fire Station
- Emergency Operations Command Center
- Certified Red Cross Evacuation Center
- Convertible Economic Development Facilities

The Open Spaces will be convertible to meet the various needs as they arise allowing the City to meet its changing needs for disasters and economic development.



Snohomish County Fire District 5 already owns the 6.3 acres on US 2 that is properly vetted for a Public Safety Center and is out of the inundation zone with the best soil conditions for earthquake survivability. The site is centrally located in East Snohomish County to accommodate emergency needs along the US 2 Corridor through East Snohomish County. It will provide aid and shelter to the 50,000 + residents of East Snohomish County and the Town of Skykomish, part of King County.

**SULTAN CITY COUNCIL
AGENDA COVER SHEET**

ITEM NO: SR-1
DATE: July 14, 2016
SUBJECT: Community Service Officer
CONTACT PERSON: Victoria Forte', Community Service Officer

STAFF RECOMMENDATION:
Receive Report, no action required

Animal Control
Code Enforcement

BACKGROUND:
Community Service Officer Report

Start Date	Case #	Property Address	Owner Name	Description of Violation	1st due	2nd due	contact with owner	comments	final
03.02.2016	16.603	219 Alder Avenue	Valley	Roof - no permit	03.31.2016		cyd	permit application	04.22.2016
02.24.2016	16.604	800 1st Street	Soile	trailer	3.10.2016				03.14.2016
02.24.2016	16.605	210 1st Street	Figueras	vehicle repairs on the street, backing up.	3.30.2016				
03.14.2016	16.606	31369 Rosewood	Foley	overgrown vegetation	03.16.2016			responsible party?	
3.16.2016	16.607	208 Seward Drive		trash, rubbish, parked and inoperable vehicles	04.01.2016		vhl	fence permit issued 5.25.2016	7.2016
3.21.2016	16.608	500 1st Street	Sherrill	roof no permit	04.19.2016			voluntary agreement	04.15.2016
4.3.2016	16.609	1077 Hill Court	McChesney	drill deep fence	04.19.2016				04.12.2016
04.05.2016	16.610	1017 Meana Lane	Buchan	Fence	04.19.2016				
04.05.2016	16.611	402 High Avenue	Gallagher	unpermitted conversion	04.19.2016				
04.05.2016	16.612	720 Fir Avenue	Wright	fence setback	04.19.2016				
04.05.2016	16.613	211 6th Street	Mountain View Church	fence setback	04.19.2016				
04.12.2016	16.614	614 Alder Avenue	Pranck	fenceflood way	05.02.2016				
04.13.2016	16.615	812 Dyer Road	Hoyt	Blocking sidewalk	04.17.2016		Mathews	Cyd working with owner	
04.14.2016	16.616	1212 Lovers Hill Drive	bank owned	overgrown vegetation	04.29.2016			SO advised to no bring and rust not block sidewalk	
04.14.2016	16.617	910 Pine Street	G-3 NC	fence - no permit	04.29.2016			responsible party??	
04.15.2016	16.618	303 8th Street	Grimmer	displaced fence	05.03.2016				
04.15.2016	16.619	405 5th Place	Keller	unpermitted conversion	05.13.2016			Owner will return structure to original	05.12.2016
04.15.2016	16.620	904 Fir Avenue	Furrer	trash	05.13.2016				05.12.2016
04.15.2016	16.621	602 Walnut Avenue	Stevens	fence	05.13.2016				05.12.2016
04.15.2016	16.622	817 7th Street	Jones	non-conforming setbacks, accessory structure	05.13.2016			owner will correct set back issues	05.25.2016
04.15.2016	16.623	468 Main Lane	Thompson	grading etc	04.30.2016		cyd	waiting for facilities	05.12.2016
04.19.2016	16.624	Salem Run North	HOA	light obstruction	04.28.2016		VF/CD		04.22.2016
4.19.2016	16.625	607 1st street	VCA	fence	05.13.2016				
04.20.2016	16.626	201 Cedar Street	Parsons	deck	05.13.2016				
04.20.2016	16.627	201 Birch Street	Cox	deck	05.13.2016				
04.20.2016	16.628	205 Birch Street	Alchin	deck	05.13.2016				
04.20.2016	16.629	714 Junction Lane	Homer	fence	05.13.2016				
04.20.2016	16.630	602 Walnut Avenue	Stevens	sidewalk safety structure	05.13.2016				
04.20.2016	16.631	1015 Dyer Road	City of Sulam	trash and rubbish	05.13.2016				
04.20.2016	16.632	1015 Dyer Road	Elmberger	illegal filling	05.13.2016				
04.20.2016	16.633	13716 335th Avenue SE	Koski	sidewalk outside	05.13.2016				
05.12.2016	16.634	1020 Leaves Hill Drive							
05.12.2016	16.635								
04.25.2016	16.357	1021 Hill Court	Bennett	Description of Violation	1st due	2nd due	contact with owner	comments	final
04.25.2016	16.358	1104 Merino	Payne	fence	05.13.2016				
04.25.2016	16.359	Timber Ridge	Pete Schroeder	overgrown vegetation	05.13.2016				
04.29.2016	16.360	308 Cedar Avenue	Olson	roof and driveway	07.14.2016				05.09.2016
04.29.2016	16.361	711 8th Street	Young	Diagnosed house with overgrown vegetation, trash and rubbish	07.14.2016				
04.29.2016	16.362	770 Junction Lane	Erin P. Cooper	overgrown vegetation	5.30.2016				
04.29.2016	16.363	718 Junction Lane	Headland	junk and inoperable vehicles	05.13.2016				05.12.2016
04.29.2016	16.364	12017 311th Avenue NE	Webster	junk and inoperable vehicles	05.13.2016				05.20.2016
05.12.2016	16.365	835 Salmon Run North	Livings	sidewalk obstruction overgrown trees	05.13.2016				06.01.2016
05.12.2016	16.366	708 High Avenue	Feller	light obstruction	05.13.2016				
05.17.2016	16.367	606 Walnut Avenue		debris in the front of the house obstructing sidewalk	05.30.2016				
05.17.2016	16.368	323 Maroon Street	Sensbr	New Roof	07.01.2016				06.17.2016
05.17.2016	16.369	502 8th Street	Repp	overgrown vegetation	05.31.2016				05.25.2016
05.18.2016	16.370	Avery Auto		parking to close to the bank	05.31.2016				06.10.2016
05.19.2016	16.371	4th Street/Fr Avenue		vegetation	05.31.2016				
05.26.2016	16.372	108 8th Street		enclosing a deck, construction, no permit	05.31.2016				
05.26.2016	16.373	912 1st Street		grading, no permit creating a driveway	05.31.2016				
05.26.2016	16.374	807 High Avenue		slight obstruction	05.31.2016				
05.26.2016	16.375	106 4th Street	Meyer	overgrown vegetation	05.31.2016				
05.26.2016	16.376	905 4th Street SE	Fourth Street LLC	overgrown vegetation	05.31.2016				
05.26.2016	16.377	1314 Seward Drive	Fencing	construction no permit	05.31.2016				
05.26.2016	16.378	313 Amberwood Circle	Songstad	fence	05.31.2016				
05.26.2016	16.379	13622 326th Avenue SE	Willems	gate install, no permit	6.14.2016				06.02.2016
05.26.2016	16.380	802 Pine Street	Ruhland	overgrown vegetation	6.14.2016				06.03.2016
05.26.2016	16.381	910 Pine Street	BSI Financial Services	overhanging trees	06.24.2016				
06.0.2016	16.382	711 Main Street		overhanging trees	07.01.2016				
06.0.2016	16.383	707 Main Street		overhanging trees					
06.0.2016	16.384	617 Main Street		overhanging trees					
06.0.2016	16.385	511 Main Street		overgrown vegetation					
06.0.2016	16.386	310 Main Street		overgrown vegetation					
06.0.2016	16.387	102 2nd Street		displaced fence					
06.0.2016	16.388	202 Alder Avenue		overgrown vegetation					
06.15.2016	16.389	Property Address	Owner Name	Description of Violation	1st due	2nd due	contact with owner	comments	final
06.15.2016	16.389	Three Rivers Trucking		no business license	05.28.2016				
06.15.2016	16.39	Mama Bear's		no business license for car sales	07.09.2016				
06.15.2016	16.391	Kooring Lumber		no business license	07.09.2016				
6.2016	16.392	710 Stratford Place	Evens	junk and inoperable vehicles	07.04.2016				
6.30.2016	16.393	107 Ash Avenue		vegetation					
7.5.2016	16.394	219 Seward Drive	Everett	junk and trash					

Start Date	Case #	Property Address	Owner Name	Description of Violation	1st due	2nd due	Contact with owner	Comments	Final
6.23.2015	15-564	415 W Stevens	Moran/Moyen	No permit for construction, demo or remodel stop work order issued	6.24.2015	7.14.2015			7.14.2015
6.23.2015	15-565	202 Alder Avenue	Sackelager/Bowe	No permit for construction, demo or remodel stop work order issued	6.24.2015	8.16.2015	see file	no work to be issued	11.20.15
6.23.2015	15-566	518 Stevens Avenue	Van Horn	No permit for construction, demo or remodel stop work order issued	6.24.2015	8.16.2015		06.29.2015	7.24.2015
6.24.2015	15-567	615 Main Street	Turner	Blue tarp over City easement	6.17.2015	6.24.2015		06.29.2015	12.22.2015
6.26.2015	15-568	14310 330th Ave SE	Burke/Dalmatso	Illegal dwelling trailer coach	6.17.2015	6.24.2015		06.29.2015	07.01.2015
6.26.2015	15-569	1117 Yow Avenue	Akshay/Hammer	unsecured property	6.26.2015	8.20.2015		see cyl	7.23.2015
6.26.2015	15-570	1120 New Avenue	Secretary of Housing	construction of handrails on back deck without permit or inspection	6.26.2015	8.20.2015		no work needed	7.24.2015
6.26.2015	15-571	511 3rd Street	Discol	accumulations of lumber, fire hazard, potential dwelling for vermin	6.26.2015	07.01.2015			8.0.2015
6.26.2015	15-572	323 Marcus Street	Meyer	vegetation, fire hazard	7.9.2015	07.01.2015			8.0.2015
7.16.2015	15-573	708 Selmon Run	Wahman	No permit for construction, new deck and remodel	8.1.2015	8.1.2015			8.0.2015
7.16.2015	15-574	SES	SES dist	illegally parked trailer	n/a	n/a			8.0.2015
11.17.2014	14-352	Marcus Street Mobile Park	Maxwell	fence permit (work done by road construction crew) informational only	9.30.2015	03.25.2016	via	need more info	7.24.2015
7.24.2015	15-577	308 Cedar Street	Olson	legal accessory units (dwellings and buildings), trash, fencing, additions with no permits	6.30.2015	03.25.2016			8.0.2015
06.30.2015	14-308	716 Date Avenue	Nelson	#1) vehicle obstructing ROW #2) triaxle trailer coach #3) non-conforming garage conversion #4) new fence no permit	7.24.2015	10.3.2015			11.24.2015
06.06.2015	15-579	309 3rd Street/408 Date	DYdal	Parking obstruction	8.15.2015	10.3.2015			10.7.2015
06.06.2015	15-580	301 3rd Street	Pfennrich	Vegetation, encroachment on sidewalk	06.06.2015	06.06.2015			8.0.2015
06.06.2015	15-581	307 2nd Street		Roof - no permit	06.15.2015	10.3.2015			8.0.2015
15.562	15-582	7th Street thru Firth/High Avenues	City ROW	Vegetation, encroachment on sidewalk	06.15.2015	10.3.2015			8.0.2015
15.563	15-583	104 Raspberry Lane	SES dist	driveway?!	2.25.2014	3.25.2014			11.24.2015
2.18.2014	14-416	717 Junction Lane	SES dist	illegal garage conversion	10.3.2015				12.25.2015
08.10.2015	15-585	207 6th Street	Shklar	Truss obstructing PUO lines	08.07.2015	08.07.2015		no work needed	08.10.2015
08.10.2015	15-586	1117 113 1/2 Cedar Avenue	Monroe	upper level deck construction started, never complete 'no permit is used' life safety issue	08.07.2015	08.07.2015		no work needed	08.21.2015
09.01.2015	15-587	date street HOA water retention pond	HOA	#1) unconfirming conversion in garage #2) grey water discharge in side yard report of inspection needed	08.07.2015	08.07.2015		no work needed	10.8.2015
07.24.2015	15-588	501 3rd Street	Turner	unsecure damaged property	08.01.2015	08.01.2015		no work needed	12.22.2015
08.13.2015	15-589	516 5RD	Turner	overgrown vegetation	8.16.2015	8.16.2015		no work needed	10.1.2016
09.7.2015	15-590	1114 East Main	Barmon	overgrown vegetation	08.25.2015	08.25.2015		no work needed	10.8.2015
09.7.2015	15-591	Sultan Blush Road	Saw Shop Gary Hunter	Illegal dumping on City ROW	ASAP	ASAP		no work needed	12.22.2015
09.21.2015	15-592	302 3rd Street	Anderson	inhabited trailer coach	08.14.2015	08.21.2015	SO	no work needed	1.01.2016
09.21.2015	15-593	710 Stratford Place	Evens	non-conforming setbacks, accessory structure	08.06.2015	08.06.2015		no work needed	01.01.2016
09.01.2015	15-594	725 West Stevens		trash and rubbish	08.06.2015	08.06.2015		no work needed	10.7.2015
09.01.2015	15-595	865 West Stevens		Race	08.31.2015	08.31.2015		no work needed	10.7.2015
09.22.2015	15-596	317 Wethan	Rogers	Race	08.06.2015	08.06.2015		no work needed	10.7.2015
09.22.2015	15-597	601 West Stevens		non-conforming setbacks, accessory structure	08.31.2015	08.31.2015		no work needed	10.7.2015
09.22.2015	15-598	209 Date Avenue	Wiediger	illegal dwelling trailer coach deck	8.9.2016	8.9.2016		no work needed	10.7.2015
09.30.2015	15-599	615 Main Street	Burke/Dalmatso	illegal dwelling trailer coach deck				no work needed	10.7.2015
5.2014	14-269	107 Main Street	Beeman	Illegal dumping and dumping trash				no work needed	10.7.2015
10.6.2015	15-570	610 Alder Avenue	Gimre	Fre 10.2.2015, illegally parked trailer, unit dwelling	10.14.2015	10.14.2015		no work needed	01.01.2016
10.6.2015	15-571	717 Main Street	McIntyre	fence	10.14.2015	10.14.2015		no work needed	01.06.2016
10.6.2015	15-572	605 Main Street	Riesman	fence	02.15.2016	02.15.2016	via	no work needed	11.20.15
11.5.2015	15-573	811 7th Street	Jones	construction of outstanding permits	02.15.2016	02.15.2016		no work needed	12.20.15
11.5.2015	15-574	803 7th Street	Paye	construction and grading	11.20.2015	04.12.2016		no work needed	05.12.2016
11.5.2015	15-575	400 8th street	Miller	Roof - no permit	03.25.2016	03.25.2016		no work needed	05.12.2016
11.5.2015	15-576	707 Alder Avenue	Jordan	trailer/ADU/trash and rubbish/ratio dismounting	12.18.2015	05.03.2016		no work needed	05.12.2016
11.6.2015	15-577	608 Walnut	Gutierrez	trailer/ADU	1.14.2016	1.14.2016		no work needed	2.26.16
11.20.2015	15-578	611 Alder Avenue	V.L.L.C	trailer/ADU	01.14.2016	01.14.2016		no work needed	01.28.2016
12.21.2015	15-579	vecent lot 138th Street SE	Warner	trailer/ADU	01.29.2016	01.29.2016		no work needed	01.28.2016
12.30.2015	15-580	1212 Loves Hill Drive	Hoyt	trailer/ADU	02.02.2016	07.01.2016		no work needed	01.28.2016
12.30.2015	15-581	107 Birch Avenue	Fornat	trailer/ADU	02.01.2016	03.01.2016		no work needed	01.28.2016
01.04.2016	18-582	1008 Chapel Way	Dyble	trailer/ADU	02.01.2016	03.01.2016		no work needed	01.28.2016
01.04.2016	18-583	808 Elm Street	Messenger	trailer/ADU	02.01.2016	03.01.2016		no work needed	01.28.2016
01.04.2016	18-584	1064 5th Street	Green	trailer/ADU	02.01.2016	03.01.2016		no work needed	01.28.2016
1.16.2016	18-585	3300 Lak SR2	Noyes	trailer/ADU	02.15.2016	02.15.2016		no work needed	01.28.2016
1.22.2016	18-586	1001 Dyer Road	Koell	public safety	02.02.2016	07.01.2016		no work needed	01.28.2016
1.22.2016	18-587	1008 Dyer Road	Wilkeson and Schrick	illegally parked trailer storage	02.01.2016	03.01.2016		no work needed	01.28.2016
1.22.2016	18-588	1018 Dyer Road	Bender	Vegetation, encroachment and/or height	02.01.2016	03.01.2016		no work needed	01.28.2016
1.22.2016	18-589	1110 Dyer Road	Knight	Vegetation, encroachment and/or height	02.01.2016	03.01.2016		no work needed	01.28.2016
1.22.2016	18-590	1013 Dyer Road	Glenore	Vegetation, encroachment and/or height	02.01.2016	03.01.2016		no work needed	01.28.2016
1.22.2016	18-591	917 Dyer Road	Evens	Vegetation, encroachment and/or height	02.01.2016	03.01.2016		no work needed	01.28.2016
01.28.2016	18-592	913 Dyer Road	McIntyre	Vegetation, encroachment and/or height	02.15.2016	02.15.2016		no work needed	01.28.2016
01.28.2016	18-593	609 Dyer Road	Turner	Vegetation, encroachment and/or height	02.15.2016	02.15.2016		no work needed	01.28.2016
01.28.2016	18-594	807 Dyer Road	Evens	Vegetation, encroachment and/or height	02.15.2016	02.15.2016		no work needed	01.28.2016
01.28.2016	18-595	501 Alder Avenue	Wagner	Vegetation, encroachment and/or height	02.15.2016	02.15.2016		no work needed	01.28.2016
02.02.2016	18-597	710 Stratford Place	Evens	Vegetation, encroachment on sidewalk	02.15.2016	02.15.2016		no work needed	01.28.2016
02.03.2016	18-598	28051004200	Knowlton	trash, rubbish, accumulations of poop	02.24.2016	02.24.2016		no work needed	02.27.2016
02.10.2016	18-599	202 Alder Avenue	Van Horn	trash, rubbish, accumulations of poop	02.24.2016	02.24.2016		no work needed	02.27.2016
03.11.2016	18-600	32340 142nd Street SE	Choy	trash, rubbish, accumulations of poop	02.29.2016	02.29.2016		no work needed	03.01.2016
02.12.2016	18-601	720 Fir Avenue	Wright	fence sign obstruction	02.29.2016	03.25.2016		no work needed	03.01.2016
02.17.2016	18-602	1203 State Route 2	The Grange	Roof - no permit / sign - no permit	02.29.2016	03.25.2016		no work needed	03.01.2016

2016	Sent to rescue	Euthanized	Dog at Large/ leash law violation	Barking Dog/Crowing Rooster Complaints	Dead on arrival (DOA) Domestic and Wildlife	Abandoned Animal Complaint	Aggressive Animal Complaints	Bite Dogs/Cats	Cruelty/Neglect Investigation Complaints	Cat Complaints and/or Calls	Other... i.e. horses and chickens	wildlife
January	1	0	15	2	0	0	3	0	1	0	0	0
February	0	0	13	1	2	1	2	0	2	1	0	3
March	3	0	12	1	3	0	3	0	2	2	1	3
April	0	0	17	2	0	2	2	0	0	3	2	0
May	0	0	18	2	3	0	2	0	1	4	2	1
June	1	0	21	1	3	17	2	0	1	1	3	0
July												
August												
September												
October												
November												
December												
Yearly Totals	5	0	96	8	8	18	14	0	7	11	8	7



Community First

Sheriff Ty Trenary



Mayor Carolyn Eslick

Notable Events of June 2016

Mission: To provide safe communities through dedication and professional service.

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

Values: Integrity, Dignity, Commitment and Pride in our service.

In looking at the numbers for criminal activity as recorded this month, there were several reductions in reported crimes, specifically in "thefts". The number of reported thefts in June was just 5 - less than half as many thefts as was recorded in April. The number of vehicle thefts reported was also cut in half in the last two months.

There was a massive "illegal dumping" case in Sultan this month. The trash was dumped in the parking lot at "Reese Park." Deputy Matthews and some of the city staff did a great job working through the trash to get some leads on who the garbage belonged to and from where it came. After making multiple calls, the investigation led to a suspect. The suspect dumped the debris in the park after being paid fees to take the trash to a transfer station. The debris was brought all the way here from a warehouse in Seattle. As it turns out, the suspect is a local. The suspect was contacted and after his supervisor whom was contacted by our team identified him. The suspect admitted his part in the crime and was held responsible. The city decided to not press charges if the costs associated with the cleanup were paid. The suspect agreed to pay for the costs totaling \$582.01 instead of being charged for the crime. This amount was far in excess of any typical fee to dump the trash at the transfer station. A report was completed to document the incident.

In another incident; a small party with a few friends invited over to the house turned into more than 50 juveniles and young adults drinking all manner of alcoholic beverages. The party was reported by neighbors and several deputies responded. When our team arrived, they quickly identified several juveniles who needed medical attention and one female was transported to the hospital for possible alcohol poisoning. The parents/homeowners were away and left their child at home to manage as a young adult should be able. The 16-year-old female said she never intended for the gathering to get so large or for the problems caused. This is a great example of what happens when young adults are ill-prepared for such occurrences and use bad judgment regarding drugs and alcohol. Parents should talk with children about the choices they make and how to deal with mistakes. This is good learning experience where no one was injured. Notifications were made to the property owners and known contacts. The alcohol was disposed of at the scene.

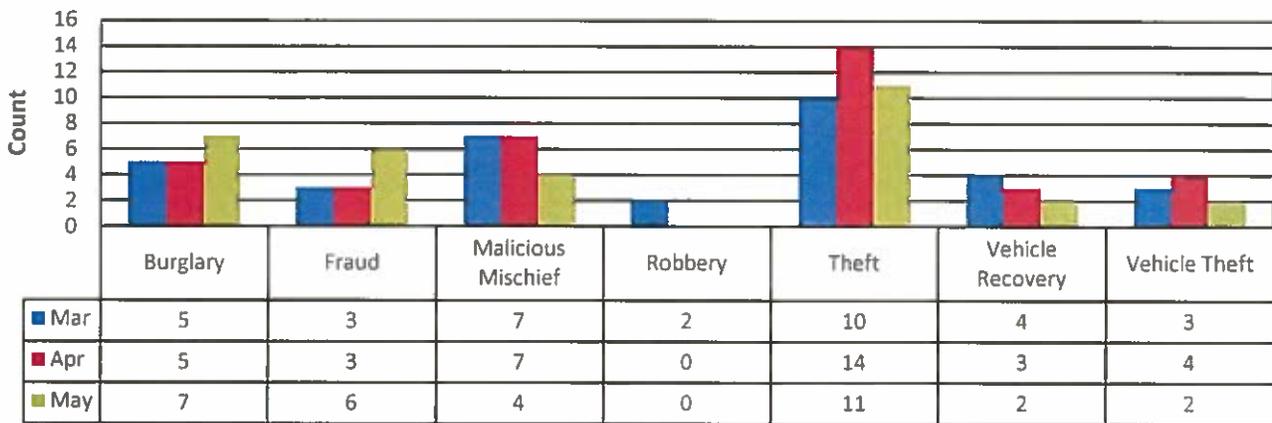
Be good,

The following tables and charts compare incident types of service as reported for the Sultan Police Department. This contract has an Originating Agency Identifier (ORI) of WA0311500.

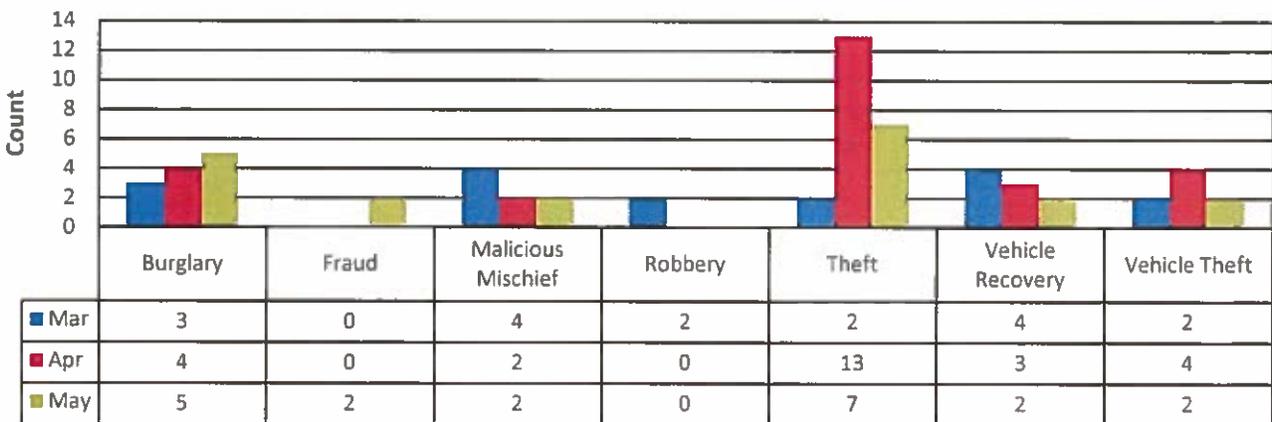
Incident Call Source

Call Source	Mar	Apr	May	Totals
	3	3	2	8
911	326	367	413	1106
Officer-Initiated	314	259	286	859
Totals	643	629	701	1973

Sultan Property Crime Last 3 Months - All Dispositions

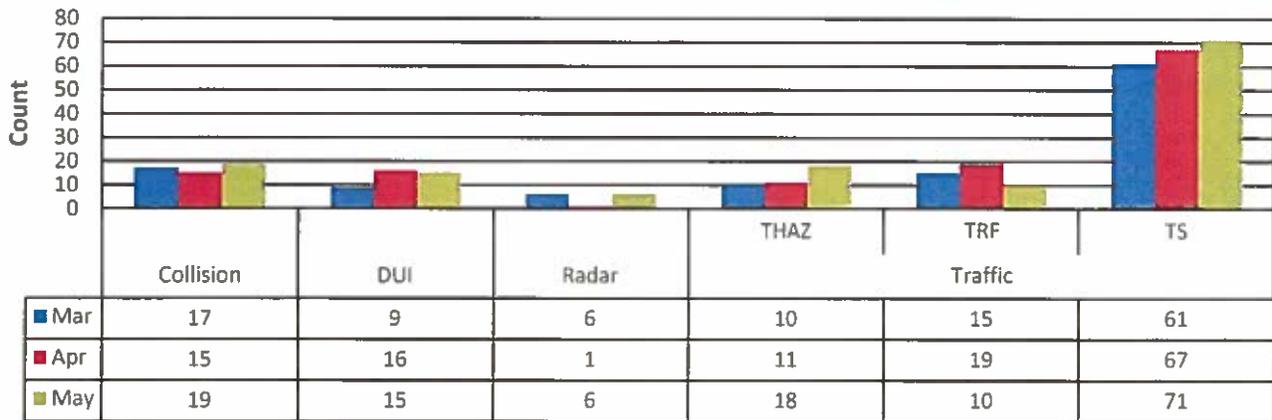


Sultan Property Crime Last 3 Months - Dispositions A, B, I & R



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

Sultan Vehicle Incidents Last 3 Months - All Dispositions



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

Tickets Reported	Mar	Apr	May	Totals
Collision	0	1	0	1
Traffic Problem	10	11	7	28
Traffic Stop	10	12	7	29

Incident Types – Past 3 Months

Incident Type	Mar	Apr	May	Totals
911	7	15	17	39
Abandoned Vehicle	10	8	10	28
Abuse of Person	0	1	0	1
Alarm	22	15	17	54
Animal	12	5	10	27
Assault	8	15	14	37
Assist	16	21	19	56
Attempt to Contact	0	1	0	1
Burglary	5	5	7	17
Civil	19	11	20	50
Collision	17	16	19	52
CPS	0	0	1	1
Death	1	1	1	3
Disturbance	23	29	23	75
Dive	0	0	1	1
DUI	9	16	15	40
DV	14	18	21	53
Fireworks	0	3	3	6
Follow Up	60	64	63	187
Foot	1	2	0	3

Fraud	3	3	6	12
Harassment	2	3	9	14
Information	2	6	4	12
Mail/Web Based Complaint/Report	0	0	1	1
Malicious Mischief	7	7	4	18
Mental	3	3	2	8
Noise Complaint	9	9	14	32
Nuisance	3	6	8	17
Order Violation	1	2	1	4
Ordinance Violation	0	3	4	7
Other	8	7	10	25
Paper Service	10	4	5	19
Parking	13	6	11	30
Person Lost/Found	7	5	6	18
Property Lost/Found	1	5	3	9
Public Assist	15	14	10	39
Radar	6	1	6	13
Robbery	2	0	0	2
RSO	3	2	6	11
SAR	0	0	2	2
School	25	14	23	62
Search Warrant	1	0	0	1
Security Check	43	20	37	100
Sex Offense	2	1	0	3
Shots Heard	4	5	6	15
Special Ops	1	0	0	1
Substance Abuse	3	10	14	27
Suicide	2	7	5	14
Suspicious	94	94	90	278
TFDrug	0	1	0	1
Theft	10	14	11	35
Threat	3	1	4	8
Traffic	86	97	100	283
Trespass	10	10	8	28
Vehicle Recovery	4	3	2	9
Vehicle Theft	3	4	2	9
Warrant	19	7	17	43
Weapon	1	0	0	1
Welfare Check	13	9	9	31
Totals	643	629	701	1973

➤ Note: All data in this report was obtained from a LERMS Data Analysis and Mapping query.
Report presented by Sultan Chief of Police Lt. Monte Beaton
Table and charts compiled by Volunteer Ray Coleman



**Snohomish County
Sheriff's Office**

Integrity - Dignity - Commitment - Pride

**SULTAN HIGH SCHOOL District #311
SRO Report for June 2016**

<u>Student Counseling:</u>	7 SHS, 2 SES
<u>Theft/Burglary:</u>	0
<u>Substance:</u>	0 SHS, SMS 0
<u>Vandalism or Tagging:</u>	0
<u>Weapons, Fighting/Threats/Assault:</u>	SHS 0, SMS 1, SES 1
<u>Welfare/Truancy Check/BECCA:</u>	1 HS, 1 SMS, SES 2, GB 2
<u>Traffic Issues:</u>	1 SHS
<u>Custodial Issue:</u>	1 SES
<u>C.P.S. Referral:</u>	0
<u>Class Room Presentations:</u>	0
<u>Student Risk Assessments:</u>	0
<u>Tobacco Violations:</u>	0
<u>Trespass Issues:</u>	0
<u>Security Checks:</u>	7 SHS/adjoining lot, 2 SES, 2 SMS
<u>Harassment:</u>	3 SHS, 4 SMS

The 2015-16 school year has come to an end. This was a quiet month overall. I was able to accomplish many things that have been documented over the past 10 months of SRO reports. It is my belief the schools are safer now than they were the previous year with the implementation of the RAVE system and my teaching the Run-Hide-Fight program to the school staff of every school.

In the coming school year, I plan to schedule more dynamic drills scenarios with all the schools. I will be working with each school admin team to plan the required drills for the year. I will run the drills and document them in the rapid responder program. I am also planning on inter-active presentations with both the elementary schools and middle schools. I am also working with the teachers at the HS to teach some criminal justice classes as well Drug Prevention and DUI presentation.

I will be attending the 4 day Washington State School Resource Officer Conference for continuing education.

Respectfully,

**Deputy Hess #1460
Sultan School Resource Officer
Duty Cell Phone 425-508-8286
School Cell 425 244-0735**



Community First

Sheriff Ty Trenary

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



Mayor Lee Hodo

Notable Events of June 2016

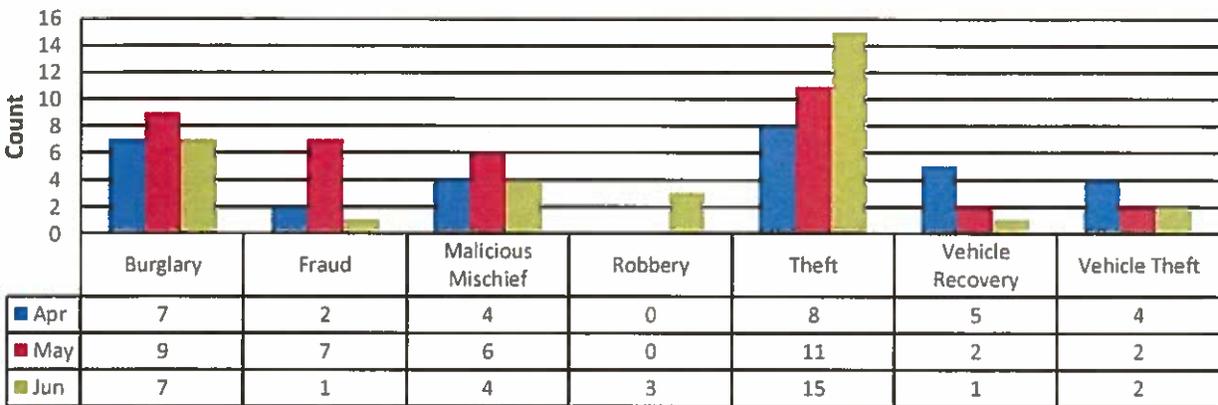
- **Missing Person:** Brandon Percz has been missing now since May 24th. He was last seen swimming across the Skykomish River, downstream from the Sultan River, that afternoon. It is not known whether he got out of the river. Anyone with actual knowledge of facts that may help find Mr. Percz should contact the Snohomish County Sheriff's Office.
- **Drowning:** Gold Bar and Sultan area resident Afton Brown was found in the Snohomish River near Short School Road. Brown was homeless with family living in Sultan and possibly Skykomish. She typically hung around the region from Sultan to Skykomish and was last known to have been in Monroe. It is not known whether she was a victim of a crime. Anyone with actual knowledge of facts related to this case should contact the Snohomish County Sheriff's Office.
- **Vehicle Prowls/Theft:** Vehicle prowls and thefts appear to be on the rise again in the region, as is typical for summer. Deputies are working on leads regarding vehicle prowls off US 2 and Reiter Rd between Gold Bar and Index. We do not have a suspect at this time.
- **Save the date:** Tuesday, August 2nd is National Night Out Against Crime. The parade will start at 6:30pm at the Family Grocer, proceeding to the elementary school. Join us for a night of socializing, learning, and coming together as a community to reduce crime in our town and region.

The following tables and charts compare incident types of service as reported for the Gold Bar Regional contract. This contract has an Originating Agency Identifier (ORI) of WA0311000.

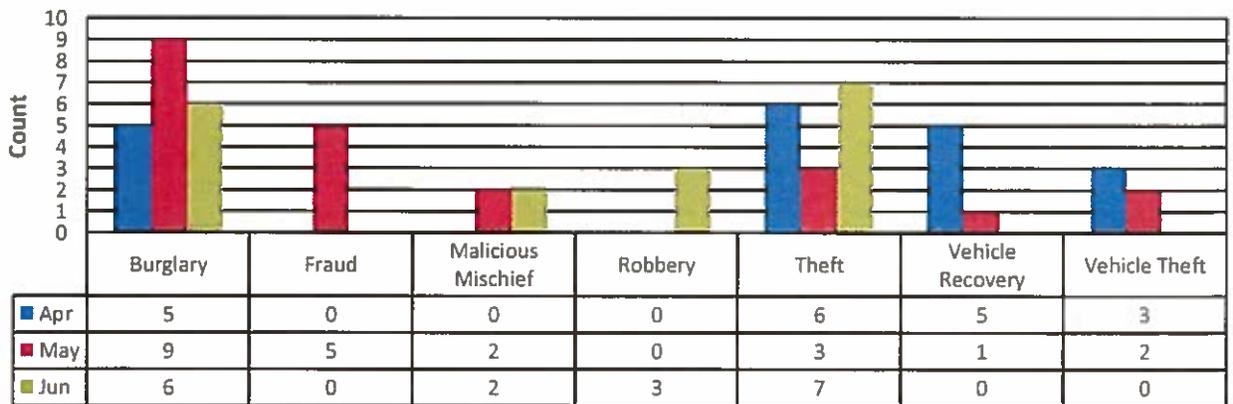
Incident Call Source

Call Source	Apr	May	Jun	Totals
	0	0	2	2
911	331	354	339	1024
Officer-Initiated	223	254	260	737
Totals	554	608	601	1763

Gold Bar Region Property Crime Last 3 Months - All Incidents



Gold Bar Region Property Crime Last 3 Months - Dispositions A, B, I & R

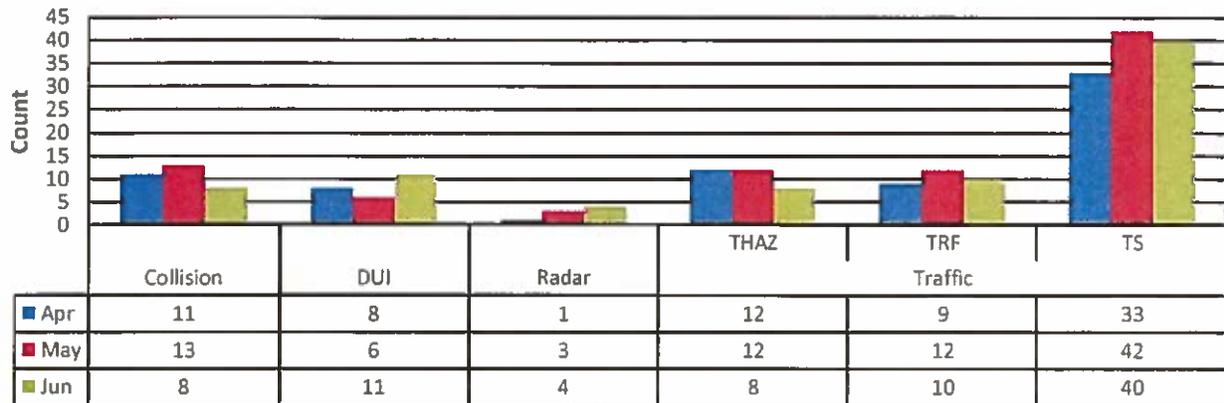


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A = Arrest, B= Booking, I = Impounded and R= Case Report

Gold Bar Region Vehicle Incidents

Last 3 Months - All Dispositions



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

Tickets Reported	Apr	May	Jun	Totals
Collision	1	0	0	1
Traffic Problem	1	0	0	1
Traffic Stop	11	8	10	29
Totals	13	8	10	31

Incident Types – Past 3 Months

Incident Type	Apr	May	Jun	Totals
911	11	7	9	27
Abandoned Vehicle	9	8	13	30
Abuse of Person	2	0	1	3
Alarm	22	14	12	48
Animal	3	7	6	16
Assault	16	9	7	32
Assist	14	16	17	47
Burglary	7	9	7	23
Civil	16	12	19	47
Collision	11	13	8	32
CPS	0	2	3	5
Death	2	0	3	5
Disturbance	26	21	23	70
Dive	0	1	1	2
DUI	8	6	11	25
DV	21	21	18	60
Fireworks	1	2	0	3
Follow Up	58	67	72	197
Foot	1	0	0	1
Fraud	2	7	1	10

Harassment	3	4	8	15
Information	4	1	2	7
Malicious Mischief	4	6	4	14
Mental	4	2	4	10
Noise Complaint	6	17	17	40
Nuisance	4	4	5	13
Order Violation	0	1	3	4
Ordinance Violation	0	0	3	3
Other	5	10	3	18
Paper Service	2	1	6	9
Parking	3	4	5	12
Person Lost/Found	8	4	4	16
Property Lost/Found	4	2	3	9
Public Assist	16	16	22	54
Pursuit	0	0	2	2
Radar	1	3	4	8
Robbery	0	0	3	3
Route	1	0	0	1
RSO	2	0	4	6
SAR	0	1	0	1
Security Check	61	84	81	226
Shots Heard	7	6	4	17
Substance Abuse	7	4	7	18
Suicide	4	6	5	15
Suspicious	73	90	69	232
Theft	8	11	15	34
Threat	2	1	1	4
Traffic	55	66	58	179
Trespass	15	10	11	36
Vehicle Recovery	5	2	1	8
Vehicle Theft	4	2	2	8
Warrant	6	19	9	34
Welfare Check	10	9	5	24
Totals	554	608	601	1763

➤ All data was obtained through a LERMS Data Analysis and Mapping (DA&M) query.

Report presented by Gold Bar Chief of Police Sgt. David Casey
Table and charts compiled by Volunteer Ray Coleman



Community First

***Town of Index
In Partnership With
Snohomish County
Sheriff's Office***



Sheriff Ty Trenary

Mayor Bruce Albert

Notable Events of June 2016

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- **Save the date:** Tuesday, August 2nd is National Night Out Against Crime. The parade will start at 6:30pm at the Family Grocer, proceeding to the elementary school. Join us for a night of socializing, learning, and coming together as a community to reduce crime in our town and region.

The following tables provide data relative to the calls for service for Index. This police contract has an Originating Agency Identifier (ORI) of WA0311800 and a Call Police Beat coded as IDX.

Call Source – Past 3 Months

Call Source	Apr	May	Jun	Totals
911	10	7	8	25
Officer-Initiated	29	32	28	89
Totals	39	39	36	114

Incident Types – Past 3 Months

Incident Type	Apr	May	Jun	Totals
Animal	0	1	0	1
Follow Up	0	1	1	2
Nuisance	1	0	0	1
Public Assist	0	0	2	2
Security Check	35	33	32	100
Suspicious	1	2	0	3
Traffic	1	1	1	3
Vehicle Theft	1	0	0	1
Welfare Check	0	1	0	1
Totals	39	39	36	114

Report presented by Index Chief of Police Sgt. David Casey
 Table and charts compiled by Volunteer Ray Coleman

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: Consent C 1

DATE: July 14, 2016

SUBJECT: Council Meeting Minutes

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

SUMMARY:

Attached are the minutes of the June 23, 2016 Council meeting as on file in the office of the City Clerk.

RECOMMENDED ACTION:

Approve as submitted.

CITY OF SULTAN COUNCIL MEETING – June 23, 2016

Mayor Eslick called the regular meeting of the Sultan City Council to order in the Sultan Community Center. Councilmembers present: McCarty, Seehuus, Walker, Wiita (arrived at 7:15 PM), Neigel, and Beeler. Absent: Naslund

CHANGES/ADDITIONS TO THE AGENDA:

Add: Action A-6 Resolution 16-11 Emergency Declaration Sewer line

Add: Excused absence of Councilmember Naslund

Add: Executive session

PRESENTATIONS:**Business Spotlight – Barn in the USA**

The issue before the Council is to recognize Barn in the USA L.L.C. as the City of Sultan's Business Spotlight for June 2016. Charlene Kraut is the sole owner of Barn in the USA L.L.C., a small home based business in Sultan.

Charlene was born and raised in the greater Seattle area and when she was in High School, she and her friends would drive out to Sultan and the Sky Valley to camp at Olney Creek and explore logging roads. Charlene met Ron Kraut from Lynnwood and got married. They looked for houses for a long time until they found the perfect house in Sultan in 1994. "It felt like I was coming home, it felt right the very first time", Charlene exclaimed.

Barn in the USA LLC chickens reside in a comfortable coop on 2 ½ acres in the Sultan Basin in Snohomish County. Like most people, they loved the idea of having fresh eggs every day. A family friend gave them their first few hens and a rooster in 1996. In 2011, Barn in the USA LLC was licensed through the Washington State Department of Agriculture. In 2015, they started home delivery from Index to Snohomish.

They love their chickens and treat them as pets. They are egg-static they get to free range around the yard and forage. Their chicken coop has a large outside area partially covered in addition to 24/7 access to a room inside the barn. They believe healthy chickens are happy chickens and will produce top quality eggs. Each dozen eggs range in color from dark brown to light brown, blue and white. Since 1996 their flock has grown a quite a bit and now they are proud to provide farm fresh local eggs.

When asked how many chickens she has, Charlene quipped, "Chickens are hard to count -I definitely have over 20". She does not want to grow her flock any larger, and replenishes every 3 years getting new chicks. Charlene is comfortable with her customer base and wants to stay the size she is now. She considers this a hobby she loves and the workload is perfect right now.

Charlene Kraut thanked the Mayor and Council. Moving here was like coming home – nice people and business owners.

Mayor Eslick presented a Certificate of Recognition.

Volunteer Spotlight – Rocky Walker

Rocky Walker was born in Idaho, moved to Lynnwood at age 5 and to Sultan in 1969 and graduated from Sultan High School. In 1981, Rocky met Kathleen Schroeder, a very nice waitress at the Dutch Cup Restaurant and eventually got married 33 years ago.

In the 80's and 90's Rocky was the drummer in the local band The EZ Street Band, playing country and 50's and 60's Rock and Roll. His favorite hobby now is playing golf with his granddaughter, Alyssa who started golfing with grandpa at age 7.

As a volunteer, Rocky started early. At 17, when he was still in high school he joined the fire department and volunteered there for five years. Rocky graduated high school and EMT simultaneously in May 1976. He worked full time as a First Responder for Valley General

CITY OF SULTAN COUNCIL MEETING – June 23, 2016

Hospital. Then he moved out of the area to Spokane and moved back to Sultan in 2005, operating a Kitchen Design business.

Rocky closed his business in 2008 due to the downfall of the economy and became very involved volunteering, starting as a Block Watch Captain. Rocky and his lifelong friend, Andy Howe began pressure washing sidewalks in Sultan and they noticed the enormous amount of graffiti and wanted to do something about it.

He worked with the City of Sultan and obtained a \$12,000 grant from the Department of Justice for Sultan and Gold Bar to purchase a self contained, 4500 PSI pressure washer complete with hot water and 150' of high pressure hose as well as a 200 gallon water tank for the primary purpose to remove graffiti in Sultan and Gold Bar. Rocky worked closely with Andy Howe and Susie Hollenbeck to clean graffiti sites. Working in concert with the police, they removed graffiti from several locations over a two-year period and caught the attention of several TV and newspaper media. They logged the graffiti, took pictures and cleaned it up, all within a 24-hour period. They also used the new pressure washer to clean sidewalks and areas that needed to be painted. They repainted every crosswalk and parking stripe from 1st Street to East Main.

Having won the war on graffiti, Rocky went back to work seasonally and eventually full time, year round as a Spray Technician at Echo Falls Golf Course. Even though he had to scale back volunteering due to his job, Rocky still volunteers for Flood Response, overseeing the Sand Bag Operation. He is going to use his day off on June 24th to pressure wash the crosswalks on Main Street for the volunteers to paint on Saturday's Project Main Street.

Mayor Eslick presented a Certificate of Appreciation.

COMMENTS FROM THE PUBLIC:

Kay George: The city spent money on a sign on the property owned by the Sewer fund and it would not be necessary to clear the property if the sign was not there; ratepayers should be paid rent and landscaping should be paid by the General fund. A citizen stated that the city should not issue permits to people who are late on their taxes and did not say if the standard would apply to everyone or just developer. It is not right to withhold the right to make a living based on tax payments.

Kalli Vaughn: The Food Bank had a break in and a lap top computer and the food truck were stolen. They are working with the media and are looking for new van.

COUNCILMEMBER COMMENTS

McCarty: The city received a grant for the sign placed on the sewer property and are just cleaning up the property.

Wiita: Attended the AWC Conference in Everett, which had some good sessions for small cities and a great networking opportunity.

Beeler: There was a fire at his neighbor's house and the Fire Marshal recommended people check their microwave oven for recalls and stated that smoke detectors are good for about 10 years. Nice to see the city honor small businesses in town and we are one of the few that have a student representative on Council – proud of the city.

Chief Beaton: Thefts are down this month and there is a video of the person who stole the food bank van but it is not clear who the person is.

Ken Walker, City Administrator: Boundary Review Board hearing was reset to August 18th.

CITY OF SULTAN COUNCIL MEETING – June 23, 2016

Mayor Eslick: Smoke detectors are available thru Gerry Gibson's nonprofit program. The AWC conference was sold out this year. Attended a parliamentary procedure workshop and would like to schedule the workshop for the council.

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

- 1) Public Works

CONSENT AGENDA: The following items are incorporated into the consent agenda and approved by a single motion of the Council. On a motion by Councilmember Walker, seconded by Councilmember Seehuus, the consent agenda was approved as amended. McCarty – aye, Seehuus – aye; Walker – aye; Wiita – aye, Neigel – aye; Beeler – aye, abstained on minutes.

- 1) Voucher Approval in the amount of \$171,925.75 and payroll through June 3, 2016 in the amount of \$74,232.95 to be drawn and paid on the proper accounts.
- 2) Minutes of the June 9, 2016 Public Hearing on the 6-Year Transportation Improvement Plan as on file in the Office of the City Clerk.
- 3) Minutes of the June 9, 2016 Council Meeting as on file in the Office of the City Clerk.
- 4) Excused absence of Councilmember Naslund.

ACTION ITEMS:**Gohr Road Waterline Bid Award**

The issue before the Council is to award the base bid plus a ten percent contingency and authorize the Mayor to sign a contract with Ponderosa Pacific, Inc. not to exceed \$84,560 to construct the Gohr Road Water Main project.

The Snohomish County Council approved funding for the Gohr Road Water Main project in 2015. The scope of work includes installation of approximately 550 lineal feet of 8-inch ductile iron water main and appurtenances, four new or modified water services, one new air vacuum assembly, one new fire hydrant and connections including associated trench patching and restoration.

The City received six bids in amounts ranging from \$76,872.51 to \$134,987.00. The Engineer's Estimate was \$84,566.00. The amount of available project funding for construction from the CDBG grant is \$50,548.00. The City committed \$25,000 in Water Capital Funds as part of the grant application. The 2016 Water Capital Budget includes \$25,000 specifically for this project.

The project has a budget shortfall of \$9,012 assuming the entire ten percent contingency is necessary. The City has adequate Water Capital Funds to cover this shortfall if required.

On a motion by Councilmember Wiita, seconded by Councilmember Walker, the Council awarded the base bid plus a ten percent contingency and authorized the Mayor to sign a contract with Ponderosa Pacific, Inc. not to exceed \$84,560 to construct the Gohr Road Water Main project. All ayes.

Booster Pump Station – Final Acceptance

The issue before the City Council is final acceptance of the Water Booster Pump Station project completed by Trane. The council accepted Trane's Energy Service Proposal for process and efficiency improvements for the City of Sultan's Potable Water Booster Pump Station, and authorized the Washington State Department of Enterprise Services to generate contract documents for the City and Trane's signature for Energy Conservation Measure 5 at the August 13, 2015 council meeting.

Trane and their subcontractors completed work on the Booster Pump Station project in May 2016. There was one change order. The change order was for labor costs of \$5,438.25 associated with investigation, troubleshooting, and programming to correct the backwash cycling experienced in the existing Water Treatment plant. The cost of the change order was

CITY OF SULTAN COUNCIL MEETING – June 23, 2016

covered using contingency funds; therefore council action was not required. The overall project finished under budget with \$52,102.49 of contingency funds left unspent.

On a motion by Councilmember Wiita, seconded by Councilmember Walker, the Council accepted the Booster Pump Station project as completed by Trane. All ayes.

Appointment of Student Representative to Council

The issue before the City Council is to appoint Clair Sorgen as the Student Representative on the City Council effective June 23, 2016 through June 30, 2017.

The Sultan Municipal Code provides for a Student Representative at City Council meetings. This ordinance authorizes the appointment of a student from Sultan School District to act as a liaison between the City and the school on matters related to youth in the community. Mayor Eslick and City Administrator, Ken Walker interviewed the applicant and are recommending the council confirm Clair Sorgen as the Student Representative on Council.

On a motion by Councilmember Walker, seconded by Councilmember Seehuus, the Council confirmed the appointment of Clair Sorgen as the Student Representative on City Council effective June 23, 2016 through June 30, 2017. All ayes.

WWTP Expansion Property Improvement

The issue before the council is to authorize the Mayor to sign a contract with Pacific Northwest Construxion Inc. (PNCX) not to exceed \$1,800 including sales tax and a ten percent contingency to remove existing concrete and debris, level the ground, then spread 15 loads of clean dirt so the city crew can mow and maintain the property in a park-like condition.

The City of Sultan purchased this property in 2012 for future WWTP expansion. The house was removed, but there was concrete and debris left behind. Ruts and stumps are also prevalent on the property. The property was left in such a poor condition that it cannot be mowed. In 2015 with a Snohomish County Tourism grant, the City installed a metal structure for banner signs for local businesses and community events to advertise. This property improvement will be from the Sewer Fund as it was originally purchased for future sewer plant expansion.

On a motion by Councilmember Wiita, seconded by Councilmember Walker, the Mayor was authorized to sign a contract with PNCX not to exceed \$1,800 including sales tax and a ten percent contingency to remove concrete and debris, level the ground, then spread 15 loads of clean dirt so the city crew can mow and maintain the property in a park-like condition. All ayes.

ILA County Property Designated Annexation

The issue before the Council is to approve the Interlocal Agreement between the City of Sultan and Snohomish County relating to the disposition of County-owned property (Kidling Pit) following its Annexation by the City under RCW 35A.14.120.

As part of the Annexation process, the City of Sultan and the County will enter into a Interlocal Agreement relating to the disposition of County-owned property (Kidling Pit) following its Annexation by the City under RCW 35A.14.120 to allow the County to retain ownership of this 9.2 acres of land used as a gravel pit.

On a motion by Councilmember Wiita, seconded by Councilmember Walker, the Mayor was authorized to sign the Interlocal Agreement between the City of Sultan and Snohomish County. All ayes.

Resolution 16-11 Emergency Declaration – Sewer Line Repair

The issues before the city council are to adopt Resolution No. 16-11 declaring an emergency and waiving competitive bidding requirements under RCW 39.04.280 to repair a failed side sewer and authorize the Mayor to sign a contract with Buno Construction, LLC to repair an

CITY OF SULTAN COUNCIL MEETING – June 23, 2016

existing failed side sewer located just west of the Sultan Bakery on the north side of US 2 for an amount not to exceed \$5,881.75.

The owner of the Sultan Bakery alerted City staff that a sinkhole had developed just west of his business on the north side of US 2. City staff investigated the sinkhole with the City's vactor truck on June 21, 2016. The sinkhole appeared to be caused by a broken side sewer serving a single-family residence. Staff confirmed the side sewer is active. It is imperative the broken side sewer be repaired as soon as practicable.

Staff contacted Buno Construction, LLC to coordinate an emergency repair. The repair was completed on June 22, 2016. The cost of the repair is \$5,881.75 which includes sales tax. The City has adequate sewer reserve funds to accommodate this expense.

On a motion by Councilmember Wiita, seconded by Councilmember Seehuus, Resolution 16-11 declaring an emergency and waiving competitive bidding requirements under RCW 39.04.280 to repair a failed side sewer was adopted. All ayes.

On a motion by Councilmember Wiita, seconded by Councilmember Neigel, the Mayor was authorized to sign a contract with Buno Construction LLC to repair an existing failed side sewer located just west of the Sultan Bakery on the north side of US 2 for amount not to exceed \$5,881.75. All ayes.

Executive Session:

On a motion by Councilmember Walker, seconded by Councilmember Wiita, the Council adjourned to executive session for fifteen minutes to discuss pending litigation and personnel at 8:05 PM extended to 8:25. All ayes. The Council returned to regular session at 8:25 PM.

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

Carolyn Eslick, Mayor

Laura J. Koenig, City Clerk

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM #: Consent 2
DATE: July 14, 2016
SUBJECT: Voucher Approval - 2016
CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

SUMMARY:

Attached are the vouchers for approval in the amount of \$303,161.64 and payroll through July 1, 2016 in the amount of \$140,721.00 to be drawn and paid on the proper accounts.

FISCAL IMPACT: \$443,882.64

RECOMMENDATION:

Approve the payment of vouchers as submitted.

**City Of Sultan
Voucher Approval
July 14, 2016**

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

Laura J. Koenig, Clerk/ Finance Director

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

Payroll Check #32004-05.26-26,31-34	\$ 13,100.65
Direct Deposit #13, CM, 14	\$ 57,114.78
Benefits Check #32006-09, 35-39	\$ 41,347.03
Tax Deposit #13, CM, 14	\$ 29,158.54
Accounts Payable Checks #32011-22,30,40-78	\$ 303,161.64
ACH Transactions - DOR	\$ 0
TOTAL	\$ 443,882.64

Bob McCarty, Councilmember

John Seehuus, Councilmember

Rocky Walker, Councilmember

Russell Wiita, Councilmember

Joe Neigel, Councilmember

Marianne Naslund, Councilmember

Jeffrey Beeler, Councilmember

Accounts Payable

Check Register Totals Only



User: julie.addington
 Printed: 7/7/2016 - 2:12 PM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
32040	07/14/2016	Active	Active Excavator Rentals, Inc.	5,126.64	0
32041	07/14/2016	amtest	AM Test	25.00	0
32042	07/14/2016	App	Associated Petroleum Products Inc	1,929.24	0
32043	07/14/2016	Builders	Builders Exchange of Washington, Inc	45.00	0
32044	07/14/2016	Code	Code Publishing Company	1,972.18	0
32045	07/14/2016	Comcast	Comcast	1,274.38	0
32046	07/14/2016	Corin	Correctional Industries	1,694.17	0
32047	07/14/2016	Journal	Daily Journal of Commerce	518.70	0
32048	07/14/2016	DOEWa	Department of Ecology	49.00	0
32049	07/14/2016	DRD	DRD Mobile Crane & Equipment Rep	379.75	0
32050	07/14/2016	eagle	Eagle Fence and Iron, LLC	225.21	0
32051	07/14/2016	EnvRes	Environmental Resource Associates	468.83	0
32052	07/14/2016	Frontier	Frontier	150.15	0
32053	07/14/2016	HoneyB	Honey Bucket	460.20	0
32054	07/14/2016	lakeside	Lakeside Industries	409.90	0
32055	07/14/2016	Mailfin	Mail Finance	734.68	0
32056	07/14/2016	Lmoreno	Leo Moreno	2,616.08	0
32057	07/14/2016	ofcdepot	Office Depot	839.45	0
32058	07/14/2016	PUD 1	PUD	8,495.10	0
32059	07/14/2016	PSE	Puget Sound Energy	41.98	0
32060	07/14/2016	QualCont	Quality Controls Corporation	930.00	0
32061	07/14/2016	QBS	QualityBusiness Systems Inc	15.39	0
32062	07/14/2016	quill	Quill Corporation	152.42	0
32063	07/14/2016	RAINS	Mike Rains	185.12	0
32064	07/14/2016	AllWaste	Republic Services	12,659.67	0
32065	07/14/2016	Sedgwick	Sedgwick CMS	426.20	0
32066	07/14/2016	Seehuus	John Seehuus	72.05	0
32067	07/14/2016	ServiceM	ServiceMaster Superb Cleaning	485.00	0
32068	07/14/2016	Sherwin	Sherwin-Williams	1,710.86	0
32069	07/14/2016	Shred	Shred-it USA LLC	97.50	0
32070	07/14/2016	signco	Signco 2012	366.16	0
32071	07/14/2016	SCcorrec	Snohomish County Corrections	9,193.59	0
32072	07/14/2016	SRDTF	Snohomish County Sheriff	152,624.66	0
32073	07/14/2016	SoundPub	Sound Publishing Inc	894.56	0
32074	07/14/2016	sbgclub	Sultan Boys and Girls Club	382.44	0
32075	07/14/2016	titan	Titan Electric	24,590.05	0
32076	07/14/2016	atrua	Aimee Lou Trua	2,000.00	0
32077	07/14/2016	VerizonW	Verizon Wireless	674.77	0
32078	07/14/2016	WLJ	White Lightning Janitorial	680.00	0

Check Total: 235,596.08

Accounts Payable

Check Register Totals Only

User: laura.koenig
 Printed: 6/28/2016 - 9:18 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
32011	06/28/2016	buno	Buno Construction	5,611.70	0
32012	06/28/2016	bcollins	Brad Collins	7,021.00	0
32013	06/28/2016	DOT-S	Department of Transportation NW Req	586.58	0
32014	06/28/2016	dnd	DND Glass	2,173.53	0
32015	06/28/2016	CEslick	Carolyn Eslick	73.05	0
32016	06/28/2016	epb	Evergreen Professional Billing	1,071.00	0
32017	06/28/2016	TEK	TEK Construction Inc	212.69	0
32018	06/28/2016	trane	Trane US Inc	46,853.76	0
32019	06/28/2016	visa	Visa	120.26	0
32020	06/28/2016	Visa	Visa	850.69	0
32021	06/28/2016	visa	Visa	1,772.00	0
32022	06/28/2016	WFOA	Washington Finance Officers Associat	450.00	0
Check Total:				66,796.26	

Accounts Payable

Computer Check Register

User: janice.leonardi
 Printed: 07/05/2016 - 11:15AM
 Batch: 00001.07.2016
 Bank Account: TREAS



Check	Vendor No	Vendor Name	Date	Invoice No	Amount
32030	usps	USPS	7/5/2016		230.79
					230.79
					230.79
					76.93
Check 32030 Total:					769.30
Report Total:					769.30

Payroll

Computer Check Register

User: laura.koenig

Printed: 07/05/2016 - 3:36PM

Batch: 00002-07-2016 Computer



Check No	Check Date	Employee Information		Amount
32031	07/08/2016	024	Michael Williams	2,565.99
32032	07/08/2016	029	James Barns	5,143.77
32033	07/08/2016	130	Anthony Hall	320.42
32034	07/08/2016	131	Wendell Chittick	198.63
Total Number of Employees:		4	Total for Payroll Check Run:	8,228.81

Payroll

Computer Check Register

User: julie.addington

Printed: 06/29/2016 - 9:10AM

Batch: 00001-07-2016 Computer



Check No	Check Date	Employee Information		Amount
32026	07/01/2016	074	John Seehuus	427.05
32027	07/01/2016	094	Joseph Neigel	377.05
32028	07/01/2016	095	Marianne Naslund	427.05
32029	07/01/2016	099	Rocky Walker	427.05
Total Number of Employees:		4	Total for Payroll Check Run:	1,658.20

Payroll

Computer Check Register

User: julie.addington

Printed: 06/21/2016 - 2:10PM

Batch: 00003-06-2016 Computer



Check No	Check Date	Employee Information		Amount
32004	06/24/2016	024	Michael Williams	1,816.80
32005	06/24/2016	029	James Barns	1,396.84
Total Number of Employees:		2	Total for Payroll Check Run:	3,213.64

Payroll

ACH Check Register

User: 'julie addington'
Printed: 06/29/2016 - 9:12AM
Batch: 1-7-2016
Include Partial: FALSE



Check Date	Check Number	Employee No	Employee Name	Amount
07/01/2016	0	072	Carolyn Eslick	1,175.58
07/01/2016	0	092	Jeffrey Beeler, Sr	327.05
07/01/2016	0	098	Robert McCarty	360.05
07/01/2016	0	100	Russell Wiita	415.80
Total Employees:			4	Total: 2,278.48

PR 13 2016

Payroll

ACH Check Register

User: 'julie addington'
Printed: 06/21/2016 - 2:15PM
Batch: 3-6-2016
Include Partial: FALSE



Check Date	Check Number	Employee No	Employee Name	Amount
06/24/2016	0	001	Laura Koenig	2,195.78
06/24/2016	0	002	Tami Pevey	1,110.16
06/24/2016	0	004	Donna Murphy	1,048.82
06/24/2016	0	007	Julie Addington	1,579.59
06/24/2016	0	010	Cynthia Sparks	1,824.96
06/24/2016	0	011	Janice Mann	1,165.12
06/24/2016	0	015	Kenneth Walker	3,160.53
06/24/2016	0	019	Michael Matheson	2,980.08
06/24/2016	0	020	Connie Dunn	2,069.86
06/24/2016	0	028	Todd Strom	1,916.63
06/24/2016	0	049	Victoria Forte	1,543.87
06/24/2016	0	120	Matthew Wood	2,398.66
06/24/2016	0	121	Jason Strauss	1,664.09
06/24/2016	0	125	Riley Edwards	1,160.07
06/24/2016	0	127	Michael Rains	1,111.39
Total Employees:			15	Total: 26,929.61

Payroll

ACH Check Register

User: 'laura.koenig'
Printed: 07/05/2016 - 3:40PM
Batch: 2-7-2016
Include Partial: FALSE



Check Date	Check Number	Employee No	Employee Name	Amount
07/08/2016	0	001	Laura Koenig	2,192.11
07/08/2016	0	002	Tami Pevey	1,111.56
07/08/2016	0	004	Donna Murphy	1,027.28
07/08/2016	0	007	Julie Addington	1,579.59
07/08/2016	0	010	Cynthia Sparks	1,501.99
07/08/2016	0	011	Janice Mann	1,164.17
07/08/2016	0	015	Kenneth Walker	3,159.20
07/08/2016	0	019	Michael Matheson	2,979.24
07/08/2016	0	020	Connie Dunn	2,069.86
07/08/2016	0	028	Todd Strom	2,052.05
07/08/2016	0	049	Victoria Forte	1,679.32
07/08/2016	0	120	Matthew Wood	1,736.97
07/08/2016	0	121	Jason Strauss	1,794.97
07/08/2016	0	125	Riley Edwards	1,165.10
07/08/2016	0	127	Michael Rains	1,110.55
07/08/2016	0	129	Brian Funk	1,582.73
Total Employees:			16	Total: 27,906.69

Accounts Payable

Check Register Totals Only

User: laura.koenig
 Printed: 7/6/2016 - 9:52 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
32035	07/06/2016	Retire	Department of Retirement	887.50	0
32036	07/06/2016	Retire	Department of Retirement	7,777.62	0
32037	07/06/2016	AWCben	AWC Employee Benefit Trust	21,408.86	0
32038	07/06/2016	AWCben	AWC Employee Benefit Trust	40.20	0
32039	07/06/2016	WATeamTr	Washington Teamsters Welfare Trust	1,921.40	0
Check Total:				32,035.58	

Accounts Payable

Check Register Totals Only

User: laura.koenig
 Printed: 6/22/2016 - 3:18 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
32006	06/22/2016	Retire	Department of Retirement	887.50	0
32007	06/22/2016	Retire	Department of Retirement	7,624.65	0
32008	06/22/2016	AFLAC	Attn: Remittance Processing AFLAC	44.30	0
32009	06/22/2016	UNION	Teamsters Local Union #763	755.00	0
Check Total:				9,311.45	

Checks for Approval

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
32006	06/22/2016	UTILITY WATER FUND	Deferred Comp Payable	Department of Retirement	47.00
32006	06/22/2016	UTILITY SEWER FUND	Deferred Comp Payable	Department of Retirement	43.50
32006	06/22/2016	UTILITY GARBAGE FUND	Deferred Comp Payable	Department of Retirement	18.00
32006	06/22/2016	STORMWATER UTILITY FUND	Deferred Comp Payable	Department of Retirement	14.00
32006	06/22/2016	GENERAL FUND	Deferred Comp Payable	Department of Retirement	262.14
32006	06/22/2016	STREET FUND	Deferred Comp Payable	Department of Retirement	57.37
32006	06/22/2016	CEMETERY FUND	Deferred Comp Payable	Department of Retirement	4.58
32006	06/22/2016	BUILDING MAINTENANCE FUND	Deferred Comp Payable	Department of Retirement	8.87
32006	06/22/2016	UTILITY WATER FUND	Deferred Comp Payable	Department of Retirement	182.56
32006	06/22/2016	UTILITY SEWER FUND	Deferred Comp Payable	Department of Retirement	83.00
32006	06/22/2016	UTILITY GARBAGE FUND	Deferred Comp Payable	Department of Retirement	57.74
32006	06/22/2016	STORMWATER UTILITY FUND	Deferred Comp Payable	Department of Retirement	31.24
32006	06/22/2016	GENERAL FUND	Deferred Comp Payable	Department of Retirement	49.50
32006	06/22/2016	STREET FUND	Deferred Comp Payable	Department of Retirement	23.00
32006	06/22/2016	CEMETERY FUND	Deferred Comp Payable	Department of Retirement	1.50
32006	06/22/2016	BUILDING MAINTENANCE FUND	Deferred Comp Payable	Department of Retirement	3.50
32007	06/22/2016	GENERAL FUND	PERS Payable	Department of Retirement	199.03
32007	06/22/2016	STREET FUND	PERS Payable	Department of Retirement	11.71
32007	06/22/2016	UTILITY WATER FUND	PERS Payable	Department of Retirement	11.70
32007	06/22/2016	UTILITY SEWER FUND	PERS Payable	Department of Retirement	11.71
32007	06/22/2016	GENERAL FUND	PERS Payable	Department of Retirement	89.01
32007	06/22/2016	GENERAL FUND	PERS Payable	Department of Retirement	1,061.70
32007	06/22/2016	STREET FUND	PERS Payable	Department of Retirement	330.00
32007	06/22/2016	BUILDING MAINTENANCE FUND	PERS Payable	Department of Retirement	43.95
32007	06/22/2016	CEMETERY FUND	PERS Payable	Department of Retirement	44.29
32007	06/22/2016	UTILITY WATER FUND	PERS Payable	Department of Retirement	1,478.48
32007	06/22/2016	UTILITY SEWER FUND	PERS Payable	Department of Retirement	873.60
32007	06/22/2016	UTILITY GARBAGE FUND	PERS Payable	Department of Retirement	591.10
32007	06/22/2016	STORMWATER UTILITY FUND	PERS Payable	Department of Retirement	285.28
32007	06/22/2016	STREET FUND	PERS Payable	Department of Retirement	5.23
32007	06/22/2016	UTILITY WATER FUND	PERS Payable	Department of Retirement	5.24
32007	06/22/2016	UTILITY SEWER FUND	PERS Payable	Department of Retirement	5.24
32007	06/22/2016	GENERAL FUND	PERS Payable	Department of Retirement	581.19
32007	06/22/2016	STREET FUND	PERS Payable	Department of Retirement	180.62
32007	06/22/2016	CEMETERY FUND	PERS Payable	Department of Retirement	24.27

32007	06/22/2016	BUILDING MAINTENANCE FUND	PERS Payable	Department of Retirement	24.06
32007	06/22/2016	UTILITY WATER FUND	PERS Payable	Department of Retirement	809.34
32007	06/22/2016	UTILITY SEWER FUND	PERS Payable	Department of Retirement	478.17
32007	06/22/2016	UTILITY GARBAGE FUND	PERS Payable	Department of Retirement	323.54
32007	06/22/2016	STORMWATER UTILITY FUND	PERS Payable	Department of Retirement	156.19
32008	06/22/2016	CEMETERY FUND	AFLAC Payable	Atn: Remittance Processing AFLAC	0.05
32008	06/22/2016	UTILITY WATER FUND	AFLAC Payable	Atn: Remittance Processing AFLAC	5.96
32008	06/22/2016	UTILITY SEWER FUND	AFLAC Payable	Atn: Remittance Processing AFLAC	0.04
32008	06/22/2016	CEMETERY FUND	AFLAC Payable	Atn: Remittance Processing AFLAC	0.10
32008	06/22/2016	UTILITY WATER FUND	AFLAC Payable	Atn: Remittance Processing AFLAC	15.92
32008	06/22/2016	UTILITY SEWER FUND	AFLAC Payable	Atn: Remittance Processing AFLAC	0.08
32008	06/22/2016	CEMETERY FUND	AFLAC Payable	Atn: Remittance Processing AFLAC	0.04
32008	06/22/2016	UTILITY WATER FUND	AFLAC Payable	Atn: Remittance Processing AFLAC	5.98
32008	06/22/2016	UTILITY SEWER FUND	AFLAC Payable	Atn: Remittance Processing AFLAC	0.03
32008	06/22/2016	CEMETERY FUND	AFLAC Payable	Atn: Remittance Processing AFLAC	0.11
32008	06/22/2016	UTILITY WATER FUND	AFLAC Payable	Atn: Remittance Processing AFLAC	15.91
32008	06/22/2016	UTILITY SEWER FUND	AFLAC Payable	Atn: Remittance Processing AFLAC	0.08
32009	06/22/2016	GENERAL FUND	Union Dues Payable	Teamsters Local Union #763	103.62
32009	06/22/2016	STREET FUND	Union Dues Payable	Teamsters Local Union #763	19.25
32009	06/22/2016	CEMETERY FUND	Union Dues Payable	Teamsters Local Union #763	4.13
32009	06/22/2016	BUILDING MAINTENANCE FUND	Union Dues Payable	Teamsters Local Union #763	2.23
32009	06/22/2016	UTILITY WATER FUND	Union Dues Payable	Teamsters Local Union #763	119.31
32009	06/22/2016	UTILITY SEWER FUND	Union Dues Payable	Teamsters Local Union #763	53.54
32009	06/22/2016	UTILITY GARBAGE FUND	Union Dues Payable	Teamsters Local Union #763	55.00
32009	06/22/2016	STORMWATER UTILITY FUND	Union Dues Payable	Teamsters Local Union #763	20.42
32009	06/22/2016	GENERAL FUND	Union Dues Payable	Teamsters Local Union #763	103.62
32009	06/22/2016	STREET FUND	Union Dues Payable	Teamsters Local Union #763	19.28
32009	06/22/2016	CEMETERY FUND	Union Dues Payable	Teamsters Local Union #763	4.15
32009	06/22/2016	BUILDING MAINTENANCE FUND	Union Dues Payable	Teamsters Local Union #763	2.23
32009	06/22/2016	UTILITY WATER FUND	Union Dues Payable	Teamsters Local Union #763	119.33
32009	06/22/2016	UTILITY SEWER FUND	Union Dues Payable	Teamsters Local Union #763	53.51
32009	06/22/2016	UTILITY GARBAGE FUND	Union Dues Payable	Teamsters Local Union #763	54.98
32009	06/22/2016	STORMWATER UTILITY FUND	Union Dues Payable	Teamsters Local Union #763	20.40
32010	06/23/2016	UTILITY WATER FUND	Communication	USPS	726.36
32011	06/28/2016	SEWER SYSTEM IMPROVEMENT FUND	Miscellaneous Expense	Buno Construction	5,611.70
32012	06/28/2016	GENERAL FUND	Professional Services	Brad Collins	7,021.00
32013	06/28/2016	PARK IMPROVEMENT FUND	Professional Service	Department of Transportation NW Region	586.58
32014	06/28/2016	INSURANCE CLAIMS FUND	Professional Services	DND Glass	2,173.53
32015	06/28/2016	GENERAL FUND	Travel and Seminars	Carolyn Eslick	73.05
32016	06/28/2016	UTILITY GARBAGE FUND	Miscellaneous	Evergreen Professional Billing	225.00

32016	06/28/2016	GENERAL FUND	Office/Operating Supplies	Evergreen Professional Billing	146.00
32016	06/28/2016	UTILITY GARBAGE FUND	Miscellaneous	Evergreen Professional Billing	700.00
32017	06/28/2016	SEWER SYSTEM IMPROVEMENT FUND	Capital - WWTP Upgrades	TEK Construction Inc	212.69
32018	06/28/2016	WATER SYSTEM IMPROVEMENT FUND	Water Project - Other	Trane US Inc	9,499.58
32018	06/28/2016	WATER SYSTEM IMPROVEMENT FUND	Water Project - Other	Trane US Inc	37,354.18
32019	06/28/2016	GENERAL FUND	Travel and Seminars	Visa	80.59
32019	06/28/2016	UTILITY SEWER FUND	Communication	Visa	39.67
32020	06/28/2016	WATER SYSTEM IMPROVEMENT FUND	Water Project - Other	Visa	427.32
32020	06/28/2016	UTILITY WATER FUND	Small Tools/Minor Equipment	Visa	442.22
32020	06/28/2016	UTILITY WATER FUND	Small Tools/Minor Equipment	Visa	-18.85
32021	06/28/2016	GENERAL FUND	Travel and Seminars	Visa	6.00
32021	06/28/2016	LID GUARANTY AND BOND FUND	Professional Services	Visa	1,766.00
32022	06/28/2016	UTILITY WATER FUND	Travel and Seminars	Washington Finance Officers Association	90.00
32022	06/28/2016	UTILITY SEWER FUND	Travel and Seminars	Washington Finance Officers Association	90.00
32022	06/28/2016	UTILITY GARBAGE FUND	Travel and Seminars	Washington Finance Officers Association	90.00
32022	06/28/2016	STREET FUND	Travel and Seminars	Washington Finance Officers Association	90.00
32022	06/28/2016	GENERAL FUND	Travel and Seminars	Washington Finance Officers Association	90.00
32030	07/05/2016	UTILITY WATER FUND	Communication	USPS	230.79
32030	07/05/2016	UTILITY SEWER FUND	Communication	USPS	230.79
32030	07/05/2016	UTILITY GARBAGE FUND	Communication	USPS	230.79
32030	07/05/2016	STORMWATER UTILITY FUND	Communication	USPS	76.93
32035	07/06/2016	GENERAL FUND	Deferred Comp Payable	Department of Retirement	49.50
32035	07/06/2016	STREET FUND	Deferred Comp Payable	Department of Retirement	22.99
32035	07/06/2016	CEMETERY FUND	Deferred Comp Payable	Department of Retirement	1.50
32035	07/06/2016	BUILDING MAINTENANCE FUND	Deferred Comp Payable	Department of Retirement	3.50
32035	07/06/2016	UTILITY WATER FUND	Deferred Comp Payable	Department of Retirement	47.01
32035	07/06/2016	UTILITY SEWER FUND	Deferred Comp Payable	Department of Retirement	43.50
32035	07/06/2016	UTILITY GARBAGE FUND	Deferred Comp Payable	Department of Retirement	18.00
32035	07/06/2016	STORMWATER UTILITY FUND	Deferred Comp Payable	Department of Retirement	14.00
32035	07/06/2016	GENERAL FUND	Deferred Comp Payable	Department of Retirement	262.11
32035	07/06/2016	STREET FUND	Deferred Comp Payable	Department of Retirement	57.37
32035	07/06/2016	CEMETERY FUND	Deferred Comp Payable	Department of Retirement	4.57
32035	07/06/2016	BUILDING MAINTENANCE FUND	Deferred Comp Payable	Department of Retirement	8.88
32035	07/06/2016	UTILITY WATER FUND	Deferred Comp Payable	Department of Retirement	182.57
32035	07/06/2016	UTILITY SEWER FUND	Deferred Comp Payable	Department of Retirement	82.99
32035	07/06/2016	UTILITY GARBAGE FUND	Deferred Comp Payable	Department of Retirement	57.75
32035	07/06/2016	STORMWATER UTILITY FUND	Deferred Comp Payable	Department of Retirement	31.26
32036	07/06/2016	GENERAL FUND	PERS Payable	Department of Retirement	217.70
32036	07/06/2016	STREET FUND	PERS Payable	Department of Retirement	12.81
32036	07/06/2016	UTILITY WATER FUND	PERS Payable	Department of Retirement	12.81

32036	07/06/2016	UTILITY SEWER FUND	PERS Payable	Department of Retirement	12.79
32036	07/06/2016	GENERAL FUND	PERS Payable	Department of Retirement	97.36
32036	07/06/2016	STREET FUND	PERS Payable	Department of Retirement	5.72
32036	07/06/2016	UTILITY WATER FUND	PERS Payable	Department of Retirement	5.74
32036	07/06/2016	UTILITY SEWER FUND	PERS Payable	Department of Retirement	5.72
32036	07/06/2016	GENERAL FUND	PERS Payable	Department of Retirement	548.09
32036	07/06/2016	STREET FUND	PERS Payable	Department of Retirement	170.38
32036	07/06/2016	CEMETERY FUND	PERS Payable	Department of Retirement	23.24
32036	07/06/2016	BUILDING MAINTENANCE FUND	PERS Payable	Department of Retirement	23.16
32036	07/06/2016	UTILITY WATER FUND	PERS Payable	Department of Retirement	819.29
32036	07/06/2016	UTILITY SEWER FUND	PERS Payable	Department of Retirement	624.43
32036	07/06/2016	UTILITY GARBAGE FUND	PERS Payable	Department of Retirement	269.48
32036	07/06/2016	STORMWATER UTILITY FUND	PERS Payable	Department of Retirement	142.20
32036	07/06/2016	GENERAL FUND	PERS Payable	Department of Retirement	1,001.15
32036	07/06/2016	STREET FUND	PERS Payable	Department of Retirement	311.27
32036	07/06/2016	CEMETERY FUND	PERS Payable	Department of Retirement	42.48
32036	07/06/2016	BUILDING MAINTENANCE FUND	PERS Payable	Department of Retirement	42.32
32036	07/06/2016	UTILITY WATER FUND	PERS Payable	Department of Retirement	1,496.67
32036	07/06/2016	UTILITY SEWER FUND	PERS Payable	Department of Retirement	1,140.72
32036	07/06/2016	UTILITY GARBAGE FUND	PERS Payable	Department of Retirement	492.22
32036	07/06/2016	STORMWATER UTILITY FUND	PERS Payable	Department of Retirement	259.87
32037	07/06/2016	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employees Benefit Trust	238.57
32037	07/06/2016	STREET FUND	Med/Den/Vision/Life Payable	AWC Employees Benefit Trust	24.22
32037	07/06/2016	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employees Benefit Trust	4.47
32037	07/06/2016	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employees Benefit Trust	1.81
32037	07/06/2016	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employees Benefit Trust	216.04
32037	07/06/2016	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	AWC Employees Benefit Trust	69.89
32037	07/06/2016	UTILITY SEWER FUND	Med/Den/Vision/Life Payable	AWC Employees Benefit Trust	65.32
32037	07/06/2016	STORMWATER UTILITY FUND	Med/Dental/Vis Payable	AWC Employees Benefit Trust	45.91
32037	07/06/2016	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employees Benefit Trust	0.30
32037	07/06/2016	STREET FUND	Med/Den/Vision/Life Payable	AWC Employees Benefit Trust	0.15
32037	07/06/2016	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employees Benefit Trust	0.69
32037	07/06/2016	UTILITY SEWER FUND	Med/Den/Vision/Life Payable	AWC Employees Benefit Trust	0.55
32037	07/06/2016	GENERAL FUND	Med/Dental/Vis Payable	AWC Employees Benefit Trust	36.57
32037	07/06/2016	STREET FUND	Med/Den/Vision/Life Payable	AWC Employees Benefit Trust	11.49
32037	07/06/2016	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employees Benefit Trust	0.94
32037	07/06/2016	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employees Benefit Trust	1.66
32037	07/06/2016	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employees Benefit Trust	22.91
32037	07/06/2016	UTILITY SEWER FUND	Med/Dental/Vis Payable	AWC Employees Benefit Trust	21.64
32037	07/06/2016	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	AWC Employees Benefit Trust	9.29

32037	07/06/2016	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	7.45
32037	07/06/2016	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	0.62
32037	07/06/2016	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	0.69
32037	07/06/2016	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	36.58
32037	07/06/2016	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	11.48
32037	07/06/2016	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	0.93
32037	07/06/2016	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	1.66
32037	07/06/2016	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	22.93
32037	07/06/2016	UTILITY SEWER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	99.22
32037	07/06/2016	UTILITY GARBAGE FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	9.27
32037	07/06/2016	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	7.44
32037	07/06/2016	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	236.91
32037	07/06/2016	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	22.46
32037	07/06/2016	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	4.29
32037	07/06/2016	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	1.64
32037	07/06/2016	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	215.69
32037	07/06/2016	UTILITY SEWER FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	64.47
32037	07/06/2016	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	59.39
32037	07/06/2016	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	43.37
32037	07/06/2016	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	3,994.52
32037	07/06/2016	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	513.08
32037	07/06/2016	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	123.47
32037	07/06/2016	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	57.91
32037	07/06/2016	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	4,836.92
32037	07/06/2016	UTILITY SEWER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	3,401.52
32037	07/06/2016	UTILITY GARBAGE FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	1,527.52
32037	07/06/2016	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	901.01
32037	07/06/2016	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	1,072.38
32037	07/06/2016	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	418.58
32037	07/06/2016	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	29.44
32037	07/06/2016	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	60.56
32037	07/06/2016	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	851.35
32037	07/06/2016	UTILITY SEWER FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	792.79
32037	07/06/2016	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	324.35
32037	07/06/2016	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	266.32
32037	07/06/2016	GENERAL FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	12.93
32037	07/06/2016	STREET FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	3.07
32037	07/06/2016	CEMETERY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	0.50
32037	07/06/2016	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	0.45
32037	07/06/2016	UTILITY WATER FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	13.01

32037	07/06/2016	UTILITY SEWER FUND	Med/Dental/Vis Payable	AWC Employee Benefit Trust	10.63
32037	07/06/2016	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	5.24
32037	07/06/2016	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	AWC Employee Benefit Trust	2.17
32037	07/06/2016	GENERAL FUND	Benefits - Disability Insuranc	AWC Employee Benefit Trust	570.23
32038	07/06/2016	GENERAL FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	17.10
32038	07/06/2016	UTILITY WATER FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	0.80
32038	07/06/2016	UTILITY SEWER FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	0.60
32038	07/06/2016	UTILITY GARBAGE FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	0.80
32038	07/06/2016	STORMWATER UTILITY FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	0.80
32038	07/06/2016	GENERAL FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	17.09
32038	07/06/2016	UTILITY WATER FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	0.80
32038	07/06/2016	UTILITY SEWER FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	0.60
32038	07/06/2016	UTILITY GARBAGE FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	0.81
32038	07/06/2016	STORMWATER UTILITY FUND	Miscellaneous Payroll Ded	AWC Employee Benefit Trust	0.80
32039	07/06/2016	GENERAL FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	505.02
32039	07/06/2016	STREET FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	91.66
32039	07/06/2016	CEMETERY FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	20.24
32039	07/06/2016	BUILDING MAINTENANCE FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	11.83
32039	07/06/2016	UTILITY WATER FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	535.92
32039	07/06/2016	UTILITY SEWER FUND	Med/Dental/Vis Payable	Washington Teamsters Welfare Trust	421.99
32039	07/06/2016	UTILITY GARBAGE FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	236.45
32039	07/06/2016	STORMWATER UTILITY FUND	Med/Den/Vision/Life Payable	Washington Teamsters Welfare Trust	98.29
				TOTAL	109,638.95

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: A-1
DATE: July 14, 2016
SUBJECT: Planning Board Appointment
CONTACT PERSON: Ken Walker, City Administrator

ISSUE:

The Council issue is to confirm the appointment of Mirza Avdic to the Planning Board as recommended by the Mayor. As provided by Sultan Municipal Code 2.17.090, the Council is required to confirm or deny appointments to the Planning Board.

Summary

Appointments to the Planning Board are made according to provisions of Sultan Municipal Code (SMC) 2.17.090 and 2.17.100. The process involves appointment by the Mayor and confirmation by the Council. Terms are for four years, with reappointment available for up to two additional consecutive terms.

The Mayor is recommending the City Council confirm the appointment of Mirza Avdic to the Planning Board for the term of July 1, 2016 to June 30, 2020.

Mr. Avdic believes in working with communities to improve the quality of life. He has served on the Planning Commissions in the City of Kirkland and City of Lake Stevens and brings that experience to the Sultan Planning Board.

ACTION:

Move to confirm the Mayor's appointment of Mirza Avdic to the Sultan Planning Board, as provided by SMC 2.17.090, for a four-year term beginning July 1, 2016 and expiring July 1, 2020.

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: A - 2
DATE: July 14, 2016
SUBJECT: Danger Tree Removal and Disposal
Reese Park and Sultan Cemetery
CONTACT PERSON: Connie Dunn, Public Works Field Supervisor



ISSUE:

The issue before the council is to authorize the Mayor to sign a service agreement with Custom Cutters, LLC for removal of danger trees from the Sultan Cemetery and Reese Park for an amount not to exceed \$8,715 (which includes a ten percent contingency) without prior Council approval.

STAFF RECOMMENDATION:

Authorize the Mayor to sign a service agreement with Custom Cutters, LLC for removal of danger trees from the Sultan Cemetery and Reese Park for an amount not to exceed \$8,715 (which includes a ten percent contingency) without prior Council approval.

SUMMARY:

There are several trees at Reese Park and the Sultan Cemetery that have become extremely dangerous to staff and the public and must be removed as soon as possible.

City staff solicited three quotes and received two written quotes. The lowest quote was provided by Custom Cutters LLC.

Bidder	Total with tax	Total with tax and 10% Contingency
Custom Cutters, LLC	\$7,922.48	\$8,715.00
Chandler Tree & Stump Services, Inc.	\$8,466.98	\$9,313.67
Select Tree Service	No bid received	No bid received

FISCAL IMPACT:

The tree removal cost in the cemetery is estimated to be approximately \$6,500 (or 75% of the total expenditure). The Cemetery Fund currently has a balance of \$14,758. Instead of decimating the Cemetery Fund as a result of this expenditure, staff is recommending to Council that the tree removal should come from the General Fund which currently has a balance of \$682,125.

RECOMMENDED ACTION:

Authorize the Mayor to sign a service agreement with Custom Cutters, LLC for removal of danger trees from the Sultan Cemetery and Reese Park for an amount not to exceed \$8,715 (which includes a ten percent contingency) without prior Council approval.

ATTACHMENTS

Attachment A Service Agreement



CUSTOM CUTTERS LLC
TREE SERVICE & STUMPGRINDING
LICENSED, BONDED, INSURED
360-863-6907

SERVICE ORDER NO.		ADDITIONAL INFORMATION	
CUSTOMER INFORMATION:	Name: <i>City of Sultan</i>		
	Address: <i>Sultan Cemetery</i>		
	Phone:		
DATE ISSUED:			

PROPOSAL EXPLANATION:

*Remove marked trees in cemetery.
 Side trim 1 marked tree.
 Throw all limbs & wood debris over bank.*

ESTIMATE SUMMARY		CUSTOMER AUTHORIZATION	
DESCRIPTION	PRICE	Name :	
<i>Tree removal</i>	<i>\$ 5450.00</i>	Title :	
	\$	Signature :	
	\$	Date :	
	\$		
	\$		
	\$		
	\$		
<i>Tax - 8.90%</i>	<i>\$ 485.05</i>		
	\$		
	\$		
TOTAL	\$ <i>5935.05</i>		

The above price and conditions are satisfactory and hereby acknowledged and accepted by signature of customer. Customer has authorized Custom Cutters LLC to do the work as described above. Any alteration or deviation from the above description involving extra costs will become an extra charge over and above the estimate.



CUSTOM CUTTERS LLC
TREE SERVICE & STUMPGRINDING
LICENSED, BONDED, INSURED
360-863-6907

SERVICE ORDER NO.		ADDITIONAL INFORMATION
CUSTOMER INFORMATION:	Name: <i>City of Sultan</i>	
	Address: <i>Reese Park</i>	
	Phone:	
DATE ISSUED:		

PROPOSAL EXPLANATION:

*Remove trees as marked - dead alder & maple trees.
 Clean up and haul away all wood & debris.*

ESTIMATE SUMMARY	
DESCRIPTION	PRICE
<i>Tree Removal & cleanup.</i>	<i>\$ 1825.00</i>
	\$
	\$
	\$
	\$
<i>Tax - 8.90%</i>	<i>\$ 162.43</i>
	\$
	\$
TOTAL	\$ 1987.43

CUSTOMER AUTHORIZATION

Name: _____
 Title: _____
 Signature: _____
 Date: _____

CTS ACKNOWLEDGEMENT

Name: _____
 Title: _____
 Signature: _____
 Date: _____

The above price and conditions are satisfactory and hereby acknowledged and accepted by signature of customer. Customer has authorized Custom Cutters LLC to do the work as described above. Any alteration or deviation from the above description involving extra costs will become an extra charge over and above the estimate.

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: A - 3

DATE: July 14, 2016

SUBJECT: City of Sultan Backflow Assembly Testing
Service Agreement

CONTACT PERSON: Connie Dunn, Public Works Field Supervisor
Mike Williams, Water System Manager



ISSUE:

The issue before the council is to authorize the Mayor to sign a service agreement with Panther Backflow Testing to test the City's nine (9) backflow assemblies for an amount not to exceed \$35 per device, plus parts and repair of device(s) as needed, once per year through December 2020.

STAFF RECOMMENDATION:

Authorize the Mayor to sign a service agreement with Panther Backflow Testing to test the City's nine (9) backflow assemblies for an amount not to exceed \$35 per device, plus parts and repair of device(s) as needed, once per year through December 2020.

SUMMARY:

The City of Sultan Water Department is required by state law WAC 246-290-490, and Sultan Municipal Code 13.14.040 to protect the public water system by requiring backflow prevention devices on all services that would be considered contamination via cross connections. Under chapter 19.27 RCW the purveyor is required to identify the cross connection and protect the public water system from possible contamination. The City must have each backflow assembly that the City owns tested once per year.

According to City of Sultan Purchasing Policies 6.1.2, staff needs to receive a minimum of two written quotations from vendors. Below are the quotes the city received for services through December 2020:

Vendor	Quote
Panther Backflow Testing	\$35 per device
Affordable Washington Backflow Testing	\$40 per device under five devices; and \$35.00 per device over five devices

The City Water System Manager is recommending using Panther Backflow Testing to complete the annual city owned backflow devices through the year 2020.

FISCAL IMPACT:

The Water Operating fund has sufficient monies to pay for this service.

RECOMMENDED ACTION:

Authorize the Mayor to sign a a service agreement with Panther Backflow Testing to test the City's nine (9) backflow assemblies for an amount not to exceed \$35 per device, plus parts and repair of device(s) as needed, once per year through December 2020.

ATTACHMENTS

Attachment A: Service Agreement – Panther Backflow Testing

Service Agreement

This agreement is made on July 5, 2016 between the **City of Sultan and Panther Backflow Testing.**

Agreement of the services of:

Panther Backflow Testing will provide backflow testing for all the City of Sultan's backflow assemblies requiring annual testing for \$35 per assembly. In the event that a backflow assembly fails testing and is in need of replacement parts the City of Sultan will pay Panther Backflow Testing for the required repairs.

Dates of Service:

Panther Backflow Testing will provide backflow testing services annually by the end of each July through 2020. The City of Sultan and Panther Backflow Testing will schedule a time to test the backflow assemblies during normal business hours.

Payments:

The City of Sultan agrees to pay Panther Backflow Testing within 30 days from the date of service.

Jordan Ottow July 5, 2016

Signature – Panther Backflow Testing

Signature – City of Sultan

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: A-4
DATE: July 14, 2016
SUBJECT: 4th & 5th Street Improvements Bid Award & Contract Approval
CONTACT PERSON: Mick Matheson, P.E. – Public Works Director



ISSUE:

The issue before the Council is to award Bid Schedules A, B, and C (base bid) plus a five percent contingency for the 4th & 5th Street Improvements project to SRV Construction Inc.; and to authorize the Mayor to sign a contract with SRV Construction Inc., not to exceed \$777,000 without prior authorization from City Council.

ALTERNATIVES:

1. Award the base bid plus a five percent contingency for the 4th & 5th Street Improvement project to SRV Construction Inc.; and authorize the Mayor sign a contract with SRV Construction Inc. for an amount not to exceed \$777,000.
2. Do not award the base bid to SRV Construction, Inc. for the 4th & 5th Street Improvement Project and direct staff to areas of concern.

STAFF RECOMMENDATION:

1. Award the base bid plus a five percent contingency for the 4th & 5th Street Improvement project to SRV Construction, Inc and authorize the Mayor to sign a contract with SRV Construction, Inc. for an amount not to exceed \$777,000.

SUMMARY:

The City of Sultan has received Transportation Improvement Board grant funding for the design and reconstruction of transportation and drainage related improvements for 4th and 5th Street from US 2 to Alder Avenue. The City is required to provide a minimum of five percent matching funds.

The sewer and water systems beneath 4th & 5th Street will be upgraded as part of the project. The water system is also being upgraded on the north side of US 2 from 4th Street to 6th Street. Additionally, the sewer system is being upgraded from 4th Street to 10th Street.

The City advertised the project for bid in the Everett Herald and the Daily Journal of Commerce on June 22nd and June 29th. The public bid opening was held at Sultan City Hall on July 6, 2016. The City received five bids.

Contractor	Schedule A (Water)	Schedule B (Sewer)	Schedule C (Road & Storm)	Total Bid (Including Tax)
SRV Construction, Inc.	\$180,197.92	\$183,790.53	\$375,987.00	\$739,975.45
Ponderosa Pacific	\$166,528.79	\$218,344.50	\$367,682.90	\$752,556.19
Carman's Construction	\$178,870.97	\$232,111.64	\$383,411.61	\$794,393.61
Welwest Construction, Inc.	\$184,262.36	\$297,188.10	\$402,700.00	\$884,150.46
Thomco Construction, Inc.	\$273,970.62	\$237,829.98	\$402,041.00	\$913,841.60

The lowest responsive, responsible bidder is SRV Construction.

FISCAL IMPACT:

The City has adequate funding in place to proceed with the project.

Schedule A (Water) and Schedule B (Sewer) will be funded with City capital funds. Adequate funds were established in the 2016 Capital budget and are available for this project.

Schedule C (Road & Storm) will be 95% funded by the Transportation Improvement Board, and 5% funded by the City using REET2 funds.

RECOMMENDED ACTION:

Award the base bid plus a five percent contingency for the 4th & 5th Street Improvement Project to SRV Construction, Inc. and authorize the Mayor sign a contract with SRV Construction, Inc. for an amount not to exceed \$777,000 without prior authorization from the City Council.

ATTACHMENTS

A1 – 4th & 5th Street Improvement Contract

(Note: The Contract Provisions are available in their entirety at City Hall for review).

AGREEMENT

THIS AGREEMENT is entered into by and between the CITY OF SULTAN (hereinafter called the Owner) and _____ (hereinafter called the Contractor).

The Owner and the Contractor agree as follows:

ARTICLE 1. WORK.

This Contract provides for the improvements of 4th and 5th Street. The work to be performed under this contract is separated into three schedules of work:

- Schedule A includes replacement of approximately 1,100 lineal feet of existing asbestos cement lined water main pipe with new 8-inch ductile iron water main and new water services.
- Schedule B includes replacement of approximately 80 lineal feet of existing concrete sewer pipe with new 8-inch PVC sewer pipe, manholes and new side sewers. This Schedule also includes for the rehabilitation of approximately 3,000 lineal feet of concrete sewer pipe with cured-in-place pipe.
- Schedule C includes full pavement reconstruction of both 4th Street and 5th Street from US 2 to Main Street using cement treated base and hot mix asphalt. An overlay of 4th Street and 5th Street from Main Street to Alder Avenue is also included. This Schedule also includes planing existing asphalt, isolated pavement subgrade repairs, curb and gutter replacement, ADA ramp improvements, driveway repair, casting adjustments, signing and pavement markings.

All schedules of work include traffic control, and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

ARTICLE 2. CONTRACT TIME.

The Contractor shall substantially complete the Work required by the Contract within _____ working days (the Substantial Completion Date) and physically complete the Work within _____ working days (the Physical Completion Date).

ARTICLE 3. LIQUIDATED DAMAGES.

The Owner and the Contractor recognize that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the time, plus any extensions thereof, allowed in accordance with the Contract. They also recognize the inconvenience,

AGREEMENT – Continued

expense, and difficulties involved in a legal proceeding to prove the actual loss suffered by the Owner if the Work is not completed within the time allowed in the Contract. Accordingly, the Owner and the Contractor agree that as liquidated damages for delay, and not as a penalty, the Contractor shall pay the Owner (\$ _____) per day for each working day beyond the Substantial Completion Date that the Contractor achieves substantial completion of the Work and (\$ _____) for each working day beyond the Physical Completion Date that the Contractor achieves physical completion of the Work.

ARTICLE 4. CONTRACT PRICE.

The Owner shall pay the Contractor the amount(s) set forth in the Proposal (in United States dollars) for completion of the Work in accordance with the Contract.

ARTICLE 5. CONTRACT.

The Contract, which comprises the entire agreement between the Owner and the Contractor concerning the Work, consists of the following:

- This Agreement;
- The Call for Bids;
- The Contractor's Proposal including the bid, bid schedule(s), information required of bidder, Proposal bond, and all required certificates and affidavits;
- The Performance Bond and the Public Works Payment Bond;
- The Contract Provisions, including 2016 WSDOT Standard Specification as referenced;
- The Plans (or drawings) consisting of _____ sheets, as listed in the index on sheet _____ of the Plans;
- Addenda numbers _____, inclusive; and
- Change Orders issued after the effective date of this Agreement.

There are no Contract Documents other than those listed in this Article 5. The Contract may be amended only in writing by Change Order as provided in the Contract.

ARTICLE 6. MISCELLANEOUS.

The Contractor specifically waives any immunity granted under the State Industrial Insurance Law, RCW Title 51, which is specifically acknowledged by the Contractor.
_____ (Contractor's initials)

The Contractor shall not assign any rights under or interests in the Contract, including but not limited to rights to payment, without the prior written consent of the Owner. Unless specifically stated in a written consent to an assignment, no assignment will release or discharge the Contractor-assignor from any duty or responsibility under the Contract.

The Contract is binding upon the Owner and the Contractor, and their respective partners, successors, assigns and legal representatives.

IN WITNESS WHEREOF, Owner and Contractor have caused this Agreement to be executed the day and year indicated below.

CITY OF SULTAN

CONTRACTOR

By _____

License No. _____

Date _____

By _____

Title _____

Attest _____

Name and Address for giving notices (print)

PUBLIC WORKS PAYMENT BOND
to CITY OF SULTAN, WA

Bond No. _____

The CITY OF SULTAN, Washington, (City or County) has awarded to _____ (Principal), a contract for the construction of the project designated as 4th Street and 5th Street Improvements in Sultan, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and _____ (Surety), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of _____ US Dollars (\$ _____) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39.08 and 39.12 including all workers, laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

SURETY

Principal Signature

Date

Surety Signature

Date

Printed Name

Printed Name

Title

Title

Name, address, and telephone of local office/agent of Surety Company is:

Approved as to form:

City Attorney, City of Sultan

Date

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: A - 5

DATE: July 14, 2016

SUBJECT: Water Treatment Plant Filter Media & Miscellaneous Parts Purchase

CONTACT PERSON: Connie Dunn, Public Works Field Supervisor
Mike Williams, Water System Manager 

ISSUE:

The issue before the council is to authorize the Mayor to sign a sales agreement for the purchase of filter media and miscellaneous parts from WesTech necessary to rebuild the upflow clarifier at the Water Treatment Plant for an amount not to exceed \$42,669.84 including tax and freight.

STAFF RECOMMENDATION:

Authorize the Mayor to sign a sales agreement for the purchase of filter media and miscellaneous parts from WesTech necessary to rebuild the upflow clarifier at the Water Treatment Plant for an amount not to exceed \$42,669.84 including tax and freight.

SUMMARY:

City of Sultan Purchasing Policy 6.1.5 requires that purchases in excess of \$15,000 must be bid competitively.

A bid request for the required materials was advertised in the Everett Herald (the City of Sultan's newspaper of record) on June 21st and June 28th. The City received one bid from WesTech in the amount of \$42,669.84 including tax and freight.

FISCAL IMPACT:

This project was included in the 2016 Water Capital Budget, and adequate funds are available.

RECOMMENDED ACTION:

Authorize the Mayor to sign a sales agreement for the purchase of filter media and miscellaneous parts from WesTech necessary to rebuild the upflow clarifier at the Water Treatment Plant for an amount not to exceed \$42,669.84 including tax and freight.

ATTACHMENT: WESTECH Quotation and Sales Agreement

WESTECH QUOTATION

WESTECH Engineering, Inc.	48 MAIN STREET, STE. 11 STURBRIDGE, MA 01566	Phone: 515-268-8400 Fax: 774-241-3405	Quotation No. Q20073-124945
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Thank you for the opportunity to quote you with your equipment needs.
Please review the following and contact us to place an order or ask any question.

Date: 6/29/2016	Proj Manager: DAVID LEBLANC	Ship Via: BEST WAY
RFQ No.: Q20073-124945	Prime Job No: MF52001468	Freight: FOB SHIPPING POINT, WESTECH TO ARRANGE
Quoted by: DAVID LEBLANC	Prime Name: SULTAN WA	Lead Time: 2 - 3 WEEKS
Phone: 774-241-3402 or 515-268-8400	Equipment: Adsorption Clarifier	Quote Valid: 30 days
Email: DLEBLANC@WESTECH-INC.COM	Tax Area Code: WASNOHOMIS	
For Group: 15	Payment Terms: NET 30 DAYS	

Bill To: CITY OF SULTAN PO BOX 1199 SULTAN, WA 98294	Ship To: CITY OF SULTAN 31020 124TH SE SULTAN, WA 98294 UNITED STATES OF AMERICA
------------------------------------------------------------	-------------------------------------------------------------------------------------------

Tel/Fax: Tel/Fax: 425-508-9120 / 360-793-3344

Doc	No.	Part/Dwg Number	Description	Qty	Units	Unit Price	Net Price
17356	1		MEDIA, BUOYANT, ADSORPTION CLARIFIER, HDPE BEADS ELLIPTICAL SHAPED, CONSISTING OF (MS-107) 50% SMOOTH BEADS AND 50% (MS-110) ROLLED AND SCARIFIED BEADS EXHIBITING SURFACE ROUGHING TO ENHANCE CAPTURE OF PARTICULATE MATTER, MEDIA SHALL BE NSF APPROVED FOR USE IN POTABLE WATER APPLICATIONS	288	CUF T	133.68	38,499.84
17356	2		STRAINER, DRAIN SCREEN, 3 MNPT, MOLDED PLASTIC WITH STAINLESS STEEL #10 MESH FOR RETAINAGE OF MEDIA WHEN DRAINING CLARIFIER	2	EA	125.00	250.00
17356	3		GASKET, MEDIA RETAINER, CONSISTING OF NEOPRENE STRIP, 1/2" THK X 1.0" WIDE, ONE SIDE(S) SKINNED, WITH ADHESIVE, GOES BETWEEN MEDIA RETENTION SCREENS	240	IN	1.00	240.00
17356	4		GASKET, MEDIA RETAINER, CONSISTING OF NEOPRENE STRIP, 1/4" THK X 1.5" WIDE, ONE SIDE(S) SKINNED, WITH ADHESIVE, GOES BELOW MEDIA RETENTION SCREENS	480	IN	.75	360.00
17356	5	W2T74491	DIFFUSER, CLARIFIER AIR, 3/4" NPT, ABS, 16 SEGMENTS, 0.040 SLOT	42	EAC H	10.00	420.00
17356	6		FREIGHT	1	EA	2,900.00	2,900.00

No sales, GST, PST, use, or other taxes have been included in our pricing.	Quoted in US Dollars	Grand Total	42,669.84
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Please see the attached General Terms and Conditions.

Minimum Order amount is US\$100.00

All information provided with and including this proposal is considered proprietary and is not for distribution without express written consent of Westech Engineering, Inc.

Westech accepts Credit Card payments up to \$10,000. This is to include freight and taxes. Any order over this amount will be invoiced at terms. A processing fee of up to 4 percent on Credit Cards will be added where allowed by law.

This Quotation is subject to all specifications above as well as all attachments included with this document.

Thank you again for your quote request!

Best Regards,



QF-00-005

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Terms of Sales

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Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on WesTech Engineering Inc. The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

1. **SPECIFICATIONS.** WesTech Engineering Inc. is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings. The equipment may not be in strict compliance with the Engineer's/Owner's plans, specifications, or addenda as there may be deviations. The equipment will, however, meet the general intention of the mechanical specifications of these documents.
2. **ITEMS INCLUDED.** This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.
3. **PARTIES TO CONTRACT.** WesTech Engineering Inc. is not a party to or bound by the terms of any contract between WesTech Engineering Inc.'s customer and any other party. WesTech Engineering Inc.'s undertakings are limited to those defined in the contract between WesTech Engineering Inc. and its direct customers.
4. **PRICE AND DELIVERY.** All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. WesTech Engineering Inc. or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying WesTech Engineering Inc. of any damage or shortage within forty-eight hours of receipt, and failure to so notify WesTech Engineering Inc. shall constitute acceptance by Purchaser, relieving WesTech Engineering Inc. of any liability for shipping damages or shortages.
5. **PAYMENTS.** All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when WesTech Engineering Inc. is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.
6. **PAYMENT TERMS.** Credit is subject to acceptance by WesTech Engineering Inc.'s Credit Department. If the financial condition of the Purchaser at any time is such as to give WesTech Engineering Inc., in its judgment, doubt concerning the Purchaser's ability to pay, WesTech Engineering Inc. may require full or partial payment in advance or may suspend any further deliveries or continuance of the work to be performed by the WesTech Engineering Inc. until such payment has been received.
7. **ESCALATION.** If shipment is, for any reason, deferred by the Purchaser beyond the normal shipment date, or if material price increases are greater than 5% from proposal date to material procurement date, stated prices set forth herein are subject to escalation. The escalation shall be based upon increases in labor and material and other costs to WesTech Engineering Inc. that occur in the time period between quotation and shipment by WesTech Engineering Inc. Purchaser agrees to this potential escalation regardless of contradicting terms in the contract, except when an agreed upon escalation adder is included in the price.
 - a) The total quoted revised price is based upon changes in the indices published by the United States Department of Labor, Bureau of Labor Statistics. Labor will be related to the Average Hourly Earnings indices found in the Employment and Earnings publication. Material will be related to the Metal and Metal Products indices published in Wholesale Prices and Prices indices.
 - b) Price revision for items furnished to, and not manufactured by WesTech Engineering Inc., which exceed the above escalation calculation, will be passed along by WesTech Engineering Inc. to Purchaser based upon the actual increase in price to WesTech Engineering Inc. for the period from the date of quotation to the date of

shipment by WesTech Engineering Inc. Any item that is so revised will be excluded from the index escalation calculations set forth in subparagraph (a) above.

8. **APPROVAL.** If approval of equipment submittals by Purchaser or others is required, a condition precedent to WesTech Engineering Inc. supplying any equipment shall be such complete approval.
9. **INSTALLATION SUPERVISION.** Prices quoted for equipment do not include installation supervision. WesTech Engineering Inc. recommends and will, upon request, make available, at WesTech Engineering Inc.'s then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation.

Responsibility for proper operation of equipment, if not installed by WesTech Engineering Inc. or installed in accordance with WesTech Engineering Inc.'s instructions, and inspected and accepted in writing by WesTech Engineering Inc., rests entirely with Purchaser; and any work performed by WesTech Engineering Inc. personnel in making adjustment or changes must be paid for at WesTech Engineering Inc.'s then current per diem rates plus living and traveling expenses.

WesTech Engineering Inc. will supply the safety devices described in this proposal or shown in WesTech Engineering Inc.'s drawings furnished as part of this order but excepting these, WesTech Engineering Inc. shall not be required to supply or install any safety devices whether required by law or otherwise. The Purchaser hereby agrees to indemnify and hold harmless WesTech Engineering Inc. from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by WesTech Engineering Inc. or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.

10. **ACCEPTANCE OF PRODUCTS.** Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by WesTech Engineering Inc. within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by WesTech Engineering Inc. unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.
11. **TAXES.** Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.
12. **TITLE.** The equipment specified herein, and any replacements or substitutes therefore shall, regardless of the manner in which affixed to or used in connection with realty, remain the sole and personal property of WesTech Engineering Inc. until the full purchase price has been paid. Purchaser agrees to do all things necessary to protect and maintain WesTech Engineering Inc.'s title and interest in and to such equipment; and upon Purchaser's default, WesTech Engineering Inc. may retain as liquidated damages any and all partial payments made and shall be free to enter the premises where such equipment is located and remove the same as its property without prejudice to any further claims on account of damages or loss which WesTech Engineering Inc. may suffer from any cause.
13. **INSURANCE.** From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for WesTech Engineering Inc.'s benefit, adequate insurance including, but not limited to, builders risk insurance on the equipment against any loss of any nature whatsoever.
14. **SHIPMENTS.** Any shipment of delivery dates recited represent WesTech Engineering Inc.'s best estimate but no liability, direct or indirect, is assumed by WesTech Engineering Inc. for failure to ship or deliver on such dates.

WesTech Engineering Inc. shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, WesTech Engineering Inc. may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at

Terms of Sales

Order No: Q20073-124945

its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment.

If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from WesTech Engineering Inc. that the equipment is ready for shipment; and thereafter any storage or other charge WesTech Engineering Inc. incurs on account of the equipment shall be for the Purchaser's account.

If delivery is specified at a point other than WesTech Engineering Inc. or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond WesTech Engineering Inc.'s reasonable control and occurring at a location other than WesTech Engineering Inc. or its supplier's shipping points, WesTech Engineering Inc. assumes no liability in delivery delay. If Purchaser refuses such delivery, WesTech Engineering Inc. may store the equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

15. **WARRANTY:** WESTECH ENGINEERING INC. WARRANTS EQUIPMENT IT SUPPLIES ONLY IN ACCORDANCE WITH THE WARRANTY EXPRESSED IN THE ATTACHED COPY OF "WESTECH WARRANTY" AGAINST DEFECTS IN WORKMANSHIP AND MATERIALS WHICH IS MADE A PART HEREOF. SUCH WARRANTY IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WHETHER WRITTEN, ORAL, EXPRESSED, IMPLIED OR STATUTORY, WESTECH ENGINEERING INC. SHALL NOT BE LIABLE ANY CONTINGENT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER.

16. **PATENTS:** WesTech Engineering Inc. agrees that it will, at its own expense, defend all suits or proceedings instituted against Purchaser and pay any award of damages assessed against it in such suits or proceedings, so far as the same are based on any claim that the said equipment or any part thereof constitutes an infringement of any apparatus patent of the United States issued at the date of this Agreement, provided WesTech Engineering Inc. is given prompt notice in writing of the institution or threatened institution of any suit or proceeding and is given full control of the defense, settlement, or compromise of any such action; and Purchaser agrees to give WesTech Engineering Inc. needed information, assistance, and authority to enable WesTech Engineering Inc. to do. In the event said equipment is held or conceded to infringe such a patent, WesTech Engineering Inc. shall have the right at its sole option and expense to a) modify the equipment to be non-infringing, b) obtain for Purchaser the license to continue using said equipment, or c) accept return of the equipment and refund to the Purchaser the purchase price thereof less a reasonable charge for the use thereof. WesTech Engineering Inc. will reimburse Purchaser for actual out-of-pocket expenses, exclusive of legal fees, incurred in preparing such information and rendering such assistance at WesTech Engineering Inc.'s request. The foregoing states the entire liability of WesTech Engineering Inc. with respect to patent infringement; and except as otherwise agreed to in writing, WesTech Engineering Inc. assumes no responsibility for process patent infringement.

17. **SURFACE PREPARATION AND PAINTING:** If furnished, shop primer paint is intended to serve only as minimal protective finish. WesTech Engineering Inc. will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. WesTech Engineering Inc. assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation.

Motors, gear motors, and other components not manufactured by WesTech Engineering Inc. will be painted with that manufacturer's standard paint system. It is WesTech Engineering Inc.'s intention to ship major steel components as soon as fabricated, often before drive, motors, and other manufactured components. Unless Purchaser can ensure that shop primed steel shall be field painted within thirty (30) days after arrival at the job site, WesTech Engineering Inc. encourages the Purchaser to order these components without primer.

WesTech Engineering Inc.'s prices are based on paints and surface preparations as outlined in the main body of this proposal. In the event that an alternate paint system is selected, WesTech Engineering Inc. requests that Purchaser's order advise of the paint selection. WesTech Engineering Inc. will then either adjust the price as may be necessary to comply or ship the material unpainted if compliance is not possible due to application problems or environmental controls.

18. **CANCELLATION, SUSPENSION OR DELAY:** After acceptance by WesTech Engineering Inc., this proposal, or Purchaser's order based on this proposal, shall be a firm agreement and is not subject to cancellation, suspension, or delay except upon payment by Purchaser of appropriate charges which shall include all costs incurred by WesTech Engineering Inc. to date of cancellation, suspension, or delay plus a reasonable profit. Additionally, all charges related to storage and/or resumption of work, at WesTech Engineering Inc.'s plant or elsewhere, shall be for Purchaser's sole account; and all risks incidental to storage shall be assumed by Purchaser.

19. **RETURN OF PRODUCTS:** No products may be returned to WesTech Engineering Inc. without WesTech Engineering Inc.'s prior written permission. Said permission may be withheld by WesTech Engineering Inc. at its sole discretion.

20. **BACKCHARGES:** WesTech Engineering Inc. will not approve or accept backcharges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of WesTech Engineering Inc.-furnished materials unless such back charge has been authorized in advance in writing by a WesTech Engineering Inc. employee, by a WesTech Engineering Inc. purchase order, or work requisition signed by WesTech Engineering Inc.

21. **INDEMNIFICATION:** Purchaser agrees to indemnify WesTech Engineering Inc. from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

22. **ENTIRE AGREEMENT:** This proposal expresses the entire agreement between the parties hereto superseding any prior understandings, and is not subject to modification except by a writing signed by an authorized officer of each party.

23. **MOTORS AND MOTOR DRIVES:** In order to avoid shipment delays of WesTech Engineering Inc. equipment, the motor drives may be sent directly to the job site for installation by the equipment installer. Minor fit-up may be required.

24. **EXTENDED STORAGE:** Extended storage instructions will be part of Information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

25. **LIABILITY:** Professional liability insurance, including but not limited to, errors and omissions insurance, is not included. In any event, liability for errors and omissions shall be limited to the lesser of \$100,000USD or the value of the particular piece of equipment (not the value of the entire order) supplied by WesTech Engineering Inc. against which a claim is sought.

26. **ARBITRATION NEGOTIATION:** Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

ACCEPTED BY PURCHASER

Customer Name: _____

Customer Address: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____