

**CITY COUNCIL AGENDA**  
**City Hall, 833 South Spruce Street**  
**7:00 p.m. August 24, 2017**

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**CALL TO ORDER:**

Mayor Sexton  
Council Members: Aslett, Bieche, J. DeGloria, R. DeGloria, Edmundson, Loving and Montgomery  
Staff: Berner, Blaine, Dempsey, Erickson, Harrison, Hawes, Brad Johnson, Brittany Johnson, L. Johnson, Jongsma, Luvera, Moser, Peterson, Pulst, Rabenstein, Schwetz, Sinclair, Toth, Ward, Yengoyan

**MINUTES:**

City Council Meeting August 10, 2017

**AUDIT OF BILLS:**

**PUBLIC COMMENTS:**

**COUNCIL COMMENTS:**

**MAYOR'S UPDATE:**

**PROCLAMATION:**

**SPECIAL PRESENTATION:**

**OFFICERS REPORTS:**

TBD

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**UNFINISHED BUSINESS:**

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**CONSENT AGENDA:**

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**NEW BUSINESS:**

- 1) Sale of Vacated Property located at North Hill Boulevard
- 2) Bid & Contract Award – Regent Street Alley Sewer & Street Improvements
- 3) Request to purchase a Neighborhood Radar Trailer – Budgeted in 2017
- 4) Discussion of the 2018 Budget & 2018 – 2023 Capital Improvement Plan Review & Adoption Process

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**FUTURE WORKSHOP:**

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**EXECUTIVE SESSION:**

- An Executive Session may be held to discuss Personnel, Litigation, and/or Land Acquisition.

**ADJOURNMENT:**

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**MEETING**

- 1) DOWNTOWN BURLINGTON ASSOCIATION: Wednesday **August 23, 2017** 9:00 a.m.  
Visitor Information Center, 520 E Fairhaven Ave
- 2) AUDIT & FINANCE COMMITTEE: Thursday **August 24, 2017** 4:00 p.m.  
City Hall, 833 S Spruce Street
- 4) LIBRARY BOARD: Tuesday **September 5, 2017** 6:00 p.m.  
Burlington Public Library, 820 E Washington
- 5) PUBLIC SAFETY COMMITTEE: Tuesday **September 12, 2017** 4:00 p.m.  
Public Safety Building, 311 Cedar Street

# August 2017

September 2017

August 2017

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Jul 30	31	Aug 1	2	3	4	5
		6:00pm Library Board (Library)				
6	7	8	9	10	11	12
		4:00pm Public Safety Committee (Public Safety Building)		4:00pm Audit & Finance Committee (City Hall) 7:00pm Council Meeting		
13	14	15	16	17	18	19
		4:00pm Public Works Committee (Engineering Conf Room)	1:00pm SKAT Board (Burlington City Hall) 7:00pm 9:00pm Planning Commission (City Council Chambers)			
20	21	22	23	24	25	26
			9:00am 10:00am Downtown Burlington Association (Visitor Information Center/Chamber of	4:00pm Audit & Finance (City Hall) 7:00pm Council Meeting		
27	28	29	30	31	Sep 1	2

Jul 30 - Aug 5

Aug 6 - 12

Aug 13 - 19

Aug 20 - 26

Aug 27 - Sep 2

# September 2017

September 2017

October 2017

Su	Mo	Tu	We	Th	Fr	Sa
3	4	5	6	7	1	2
10	11	12	13	14	8	9
17	18	19	20	21	15	16
24	25	26	27	28	22	23
					29	30

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<b>Aug 27</b>	<b>28</b>	<b>29</b>	<b>30</b>	<b>31</b>	<b>Sep 1</b>	<b>2</b>
<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
	5:30pm Parks Board (Parks & Rec Dept) - Judy Sheahan	6:00pm Library Board (Library)				
<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>
		4:00pm Public Safety Committee (Public Safety Building)		4:00pm Audit & Finance Committee (City Hall) 7:00pm Council Meeting		
<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>	<b>21</b>	<b>22</b>	<b>23</b>
		4:00pm Public Works Committee (Engineering Conf Room)	1:00pm SKAT Board (Burlington City Hall) 7:00pm 9:00pm Planning Commission (City Council Chambers)			
<b>24</b>	<b>25</b>	<b>26</b>	<b>27</b>	<b>28</b>	<b>29</b>	<b>30</b>
			9:00am 10:00am Downtown Burlington Association (Visitor Information Center/Chamber of	4:00pm Audit & Finance (City Hall) 7:00pm Council Meeting		

Aug 27 - Sep 2

Sep 3 - 9

Sep 10 - 16

Sep 17 - 23

Sep 24 - 30

August 10, 2017

**CALL TO ORDER:**

**Mayor Steve Sexton** called the meeting to order at 7:05 p.m., with the Pledge of Allegiance. Council members present: Joe DeGloria, Rick DeGloria, Edie Edmundson, and Chris Loving. Staff present: Bryan Harrison, Brad Johnson, Leif Johnson, Michael Luvera, and Marv Pulst.

A motion was made to excuse **Councilors Aslett/Montgomery** from the meeting by **Councilors Bieche/R. DeGloria**. All in favor; motion carried.

**MINUTES:**

A motion was made to approve the minutes of the July 27, 2017 council meeting by **Councilors Loving/J. DeGloria**. All in favor; motion carried.

**AUDIT OF BILLS:**

**Councilors J. DeGloria** and **Bieche** asked for clarification and status of billing from Etter, McMahan, Lamberson, Van West & Oreskovich, P.C. for \$4,103.60 (AP check #5348) for updating the Burlington Municipal Code. **Councilor J. DeGloria** stated he had understood that the city would be at the end or near end of payment for these services. **City Attorney Leif Johnson** explained the status of the project and clarified that the city is nearing the end of the project, but not yet the end of the billing.

A motion was made by **Councilors J. DeGloria/R. DeGloria** to approve Accounts Payable checks numbered 5318 – 5446 in the amount of \$249,415.98; and July 31 payroll checks numbered 5310 – 5317 and 36938 – 36952 in the amount of \$543,263.17. All in favor; motion carried.

**PUBLIC COMMENTS:**

No Public Comments.

**COUNCIL COMMENTS:**

**Councilor Bieche** reminded council of the Skagit Homeless Connect event to be held at Skagit Valley College from 9 AM – 2 PM on August 25<sup>th</sup>. **Councilor Bieche** thanked the Police Department for placing a “Dead End” sign at the entrance to South Walnut Street.

**MAYOR COMMENTS:**

**Mayor Sexton** invited **Chief Luvera** to the podium to invite the public to attend the first Coffee with the Mayor and Chiefs (Fire and Police) to be held at Whidbey Coffee on Tuesday, August 29<sup>th</sup>, from 9:00 a.m. – 11:00 a.m.

August 10, 2017

**SPECIAL PRESENTATION:**

No Special Presentation.

**PROCLAMATION:**

No Proclamation.

**OFFICER REPORTS**

**City Administrator Bryan Harrison** noted that the Fire Marshal has instituted a city wide burn ban and noted that the city has been informed that the Sterling Motor Inn has been sold and that the city is in contact with the new owners regarding the local health department, building, and fire code requirements for the remodel and re-occupancy. **Harrison** distributed 2018 Budget Suggestions from MRSC to council and the Mayor and informed council that the Mayor, Director of Budget & Accounting, and himself would meet and propose a CIP and 2018 Budget calendar and process to council at the next council meeting. **Harrison** noted that the Association of Washington Cities is considering scheduling a regional city meeting in Burlington Council Chambers on Thursday, November 2<sup>nd</sup>. **Harrison** requested final confirmation of attendance at the PUD Facility Tour on Thursday, August 24<sup>th</sup>.

**UNFINISHED BUSINESS:**

No Unfinished Business.

**NEW BUSINESS:**

**APPROVAL OF PRELIMINARY SUBDIVISION APPLICATION LUP 3-17/SUB 1-17 – RIVER'S EDGE**

**Senior Planner Brad Johnson** presented the recommendation for approval from the Planning Commission and Planning Department for council approval. **Councilor Bieche** noted that the maps and photos were hard to read and asked for clarification regarding the egress/vehicular access to the subdivision. **Brad Johnson** explained that only one access is required, and that city requirements were met by the proposal. **Councilor Loving** stated his support for the access as designed, with pedestrian only access to Section Street. **Councilor Bieche** asked what improvements to Gardner Road were required, and if the proposal met city requirements. **Brad Johnson** clarified that ½ street improvement requirements were met as designed. **Councilors J. DeGloria/Bieche/Loving** each asked for clarification regarding the requirement for a pedestrian cross walk from the walking path across Section Street to the school and park. **Brad Johnson** clarified that a pedestrian cross walk would be required, but that the exact location would be determined in cooperation with public works.

August 10, 2017

A motion was made to approve the preliminary subdivision application LUP 3-17/SUB 1-17 – River’s Edge by **Councilors J. DeGloria/R. DeGloria**. All in favor; motion carried.

**MEMORANDUM OF AGREEMENT BETWEEN WASHINGTON STATE PATROL AND THE CITY OF BURLINGTON POLICE DEPARTMENT**

**Chief Luvera and City Attorney Leif Johnson** explained that the MOA is identical to one recently entered into between the City of Mount Vernon and the Washington State Patrol that specifies that charge by WSP officers within the city limits of Burlington for certain crimes would be filed in Burlington Municipal Court.

A motion was made to approve the MOA between Washington State Patrol and the City of Burlington Police Department and authorize the Mayor’s signature by **Councilors J. DeGloria/Bieche**. All in favor; motion carried.

**YMCA FUNDING DISCUSSION**

**City Administrator Bryan Harrison and Parks & Recreation Director Jennifer Berner** provided historical context for this item – reminding council that the city received a request for funding of the proposed new YMCA facility in January of this year - after the 2017 budget had been adopted. Until recently, it was staff’s interpretation that council wished to consider this request further during review of the 6-year CIP and 2018 budget. However, in response to a request from the YMCA to respond more quickly (in keeping with the Y’s construction timeline and a potential matching opportunity) staff brought this request back for further consideration. **Harrison/Berner/Sinclair** provided input to council regarding their interpretation of an appropriate approach to responding to this request: Staff recommends that in order to meet public entity auditing requirements, and to avoid a potential gifting of public funds, that any contribution by the city to this project be done via an Agreement for specific services to be provided, and that the compensation provided be evaluated to determine that the rate paid is commensurate with the services provided. Council discussion ensued regarding how the city and Y arrived at a rate of \$400 / hour for exclusive access to the pool. **Berner** believes that this is a fiscally defensible cost. Discussion followed.

A motion was made to authorize a 5 year agreement with the Skagit YMCA at the rate of \$10,000 for five years (provided in the years 2018 – 2022), with the provision that the Y provide 5 years of monthly (2 hour) exclusive access to Burlington residents to the pool facility to be initiated once the pool is open by **Councilors J. DeGloria/Loving**. All in favor; motion carried.

**EXECUTIVE SESSION:**

No Executive Session was held.

COUNCIL CHAMBERS

CITY HALL

BURLINGTON, WA

August 10, 2017

**ADJOURNMENT:**

**Mayor Sexton** adjourned the meeting at 7:47 p.m.

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Renee Sinclair  
Director of Budget & Accounting

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Steve Sexton  
Mayor



ITEM #: 1

CHECK ONE:

NEW BUS. X

OLD BUS.       

## AGENDA ITEM

Council Date: August 24, 2017 Subject: Sale of Vacated Property located at North Hill Boulevard  
Marv Pulst, Public Works Director

Attachments: Memo of August 11, 2017 from Public Works Director Public Hearing Required: YES ( ) NO ( **X** )  
        
      

### SUMMARY

The City Council approved vacating a section of North Hill Boulevard which dead ends, is unused and has no future potential for use by the City. Pacific Woodtech owns property adjacent to the street and desires to purchase the vacated street to expand their business operation. In order to arrive at an appropriate value for the City property, Pacific Woodtech contracted with two separate appraisers of commercial property to recommend a land value. One appraiser valued the property at \$85,000 while the other appraiser valued it at \$101,000. The appraisals have been reviewed by the Public Works Department, and the Public Works Director has determined that the appraisal for \$101,000 most accurately values the property in view of the sale of other like properties in the immediate area and in consideration of the potential value of the property when blended with the adjacent Woodtech properties. Per State RCW 35.79.020, owners of property abutting upon the street or alley, or part thereof so vacated, shall compensate such city or town in an amount which does not exceed one-half the appraised value of the area so vacated.

### RECOMMENDATION

Move to accept appraisal of \$101,000 for vacated North Hill Boulevard, and authorize the mayor to enter into a sales agreement with Pacific Woodtech for the property.





## MEMORANDUM

TO: Planning Department

Cc: Bryan Harrison  
Brian Dempsey

FROM: Director of Public Works - Marv Pulst

DATE: August 11, 2017

SUBJECT: **Property Appraisal for Vacated Street (North Hill Boulevard)**

In response to the City's vacation of a short segment of North Hill Boulevard, Pacific Woodtech has engaged the services of two appraisers to determine a fair price for acquisition of the property from the City. I have reviewed the property appraisals for the subject property which have been prepared by Valridge Property Advisors and Gustafson & Associates. Both reports present extensive regional market data and are professionally done.

The Gustafson report outlines solid reasoning for a Highest and Best Use approach for the appraised property. They consider that the vacated roadway once assembled with the properties lying adjacent on the west and east takes on the significance of the combined properties as a whole. This supports valuing the City property as unimproved land to be used for industrial development.

Further, Gustafson has valued the land by using a price per square foot unit of comparison relative to other recent sales in similar zoning classifications which is a sound approach. In this regard, Gustafson selected 16 property sales in the Burlington / Mount Vernon area for comparison. The pros and cons of each comparative property were well discussed. After considering the market data, the location, shape, topography, and available utilities, the vacated street was valued at \$4.75 per square foot which I believe is well supported.

The Valridge appraisal compares the vacated street property to property sales more remote from Burlington, mostly in Everett and Marysville. The properties in themselves appear to be in lessor developed sites and not as representative of the Woodtech site.

In summary, I've concluded that the Gustafson appraisal more closely approximates the vacated street property to other like properties which have been sold in the immediate area. I recommend that we accept their price per square foot of \$4.75 as a fair and reasonable price for the City property thus placing the sale price at \$101,000.00.

Move to award bid and authorize Mayor to sign agreement with Colacurcio Brothers for Street & Sewer Improvements in the Regent St Alley.



August 11, 2017

Mr. Don Erickson  
Sewer Department Supervisor  
City of Burlington  
900 South Section Street  
Burlington, WA 98233

SUBJECT: REVIEW OF BIDS, REGENT STREET ALLEY  
SEWER AND STREET IMPROVEMENTS  
CITY OF BURLINGTON, SKAGIT COUNTY, WASHINGTON  
G&O # 17502

Dear Mr. Erickson:

On August 10, 2017, the City of Burlington received 4 bids for the Regent Street Alley Sewer and Street Improvements project. The bids ranged from \$373,614.33 to \$543,237.80. The Engineer's Estimate was \$366,936.15. Each proposal was checked for correctness of extensions of the prices per unit and the total price. Three corrections were made; however, these corrections did not change the position of the low bidder. The bidders and their respective bid amounts, including sales tax where applicable, are as follows:

	<b>Engineer's Estimate.....</b>	<b>\$366,936.15</b>
1.	Colacurcio Bros., Inc. (Blaine, WA) .....	\$373,614.33
2.	Allied Construction (Everett, WA).....	\$379,825.95
3.	SRV Construction (Oak Harbor, WA).....	\$394,055.18
4.	Thomco Const., Inc. (Lake Stevens, WA).....	\$543,237.80

The low responsive bidder, Colacurcio Bros, Inc. of Blaine, Washington is currently a Washington State registered and licensed contractor and appears to have the relevant qualifications and experience to successfully perform the work the project will require. To our knowledge, the low bidder has not claimed bid error and no formal bidding protests have been recorded. In accordance with RCW 39.04, we have verified the low bidder, Colacurcio Bros., Inc. of Blaine, Washington, has met the responsibility criteria. The Mandatory Bidder Responsibility Checklist is attached for the City's file.



Mr. Don Erickson  
August 11, 2017  
Page 2

Based on our evaluation, we recommend that the project be awarded to the lowest responsive, responsible bidder, Colacurcio Bros, Inc., 3287 H Street Road, Blaine, Washington 98230.

Please contact us if you have any questions and/or require additional information.

Sincerely,

GRAY & OSBORNE, INC.

A handwritten signature in blue ink, reading "Adam Miller". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Adam Miller, P.E.

AM/tlf  
Encl.

## AGREEMENT

THIS AGREEMENT is entered into by and between the CITY OF BURLINGTON (hereinafter called the Owner) and \_\_\_\_\_ (hereinafter called the Contractor).

The Owner and the Contractor agree as follows:

### ARTICLE 1. WORK.

The project shall include demolition of existing pump station and accessories; installation of new submersible pumps in the existing wet well; construction of a new valve vault; construction of a new flow meter vault; bypass pumping; construction of force mains, connection to existing force mains, and installation of all interconnecting piping and valves; installation of electrical, controls, and a standby generator; installation of new electrical service; replacement of existing wet well top slab with new access hatches; site work including fencing, and all related work for a complete and operable system as shown on the Plans and in the 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, 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.

AGREEMENT -- Continued

**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.**

For purpose of defending any work place injury claims by employees of the Contractor and Subcontractors, the Contractor waives any immunity granted under the State Industrial Insurance Law, RCW Title 51. This waiver has been specifically negotiated between the parties and is hereby 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.

AGREEMENT – Continued

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

**CITY OF BURLINGTON**

By\_\_\_\_\_

Date\_\_\_\_\_

**CONTRACTOR**

License No. \_\_\_\_\_

By\_\_\_\_\_

Title\_\_\_\_\_

Attest\_\_\_\_\_

Name and Address for giving notices (print)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PERFORMANCE BOND**  
**to CITY OF BURLINGTON, WA**

Bond No. \_\_\_\_\_

The CITY OF BURLINGTON, Washington, (City) has awarded to \_\_\_\_\_ (Principal), a contract for the construction of the project designated as Wastewater Pump Station No. 10 Upgrade in Burlington, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

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 performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance 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, 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.

**SURETY**

Principal Signature	Date	Surety Signature	Date
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Printed Name \_\_\_\_\_ Printed Name \_\_\_\_\_

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

Approved as to form:

**City Attorney, City of Burlington**

Date \_\_\_\_\_



**PUBLIC WORKS PAYMENT BOND**  
**to CITY OF BURLINGTON, WA**

Bond No. \_\_\_\_\_

The **CITY OF BURLINGTON**, Washington, (City) has awarded to \_\_\_\_\_ (Principal), a contract for the construction of the project designated as Wastewater Pump Station No. 10 Upgrade in Burlington, 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 _____	
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Name, address, and telephone of local office/agent of Surety Company is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved as to form:

City Attorney, City of Burlington _____	Date _____
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ITEM #: 3

CHECK ONE:

NEW BUS. X

OLD BUS.       

## AGENDA ITEM

Council Date: August 24, 2017

Subject: Request to Purchase a Neighborhood Radar Trailer  
budget in 2017.

Michael Luvera, Chief of Police

Attachments: 3 quotes for a neighborhood radar trailer

Public Hearing Required: YES ( ) NO (X)

### SUMMARY

Our 2017 CIP included the purchase of a mobile neighborhood radar trailer. The estimated cost was \$11,000 dollars. Lt. Wischhusen has obtained 3 quotes for similar units from the corporations of Stalker Inc., RU2 Systems Inc. and Kustom Signals Inc. The highest quote was provided by Kustom Signals at \$11,634.00, the mid quote was from RU2 Systems at \$11,393.56 and the lowest quote was from Stalker Inc. at \$9,992.85. The quote from Stalker Inc. included a shipping cost of \$2,100.00. Lt. Wischhusen spoke with the regional sales manager who has told us that our shipping cost could be reduced by "nearly half" if we can wait 45 days and have our unit shipped with other units coming to the Northwest. We believe our cost could now be below \$9,000 dollars, saving \$2,000 dollars or more from the budgeted amount.

### RECOMMENDATION

Move to authorize the purchase of the Stalker SAM radar trailer at a maximum purchase price of \$9,992.85.



## Quotation

Page 1 of 2

### KUSTOM SIGNALS, INC.

9652 Loiret Blvd, Lenexa, KS 66219-2406  
913-492-1400 Fax 913-492-1703  
sales@kustomsignals.com www.kustomsignals.com

Date 08/02/2017

To... LIEUTENANT WIRSCHAUSEN  
BURLINGTON POLICE DEPT

311 CEDAR STREET SUITE B  
BURLINGTON WA 98233-1997

Quote # 882999954124MT  
Terms Per Approved Terms  
This Quote Expires on 10/31/2017  
Phone 360-755-0921  
Fax 360-755-9790

<u>Qty</u>	<u>Product Description</u>	<u>UnitPrice</u>	<u>SubTotal</u>
1	SMART 850+ Bundle (18" Display, Red/Blue & Slow Down Violator Alerts, & Traffic Data Computer)	\$10,823.00	\$10,823.00
1	Solar Panel - 50 Watt (800 & 850 only)	\$811.00	\$811.00
	Shipping & Handling Included		
	Washington State NASPO Contract Pricing		
		Total	\$11,634.00

Signature

\* Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.



Toll Free 800-4KUSTOM (800-458-7866)

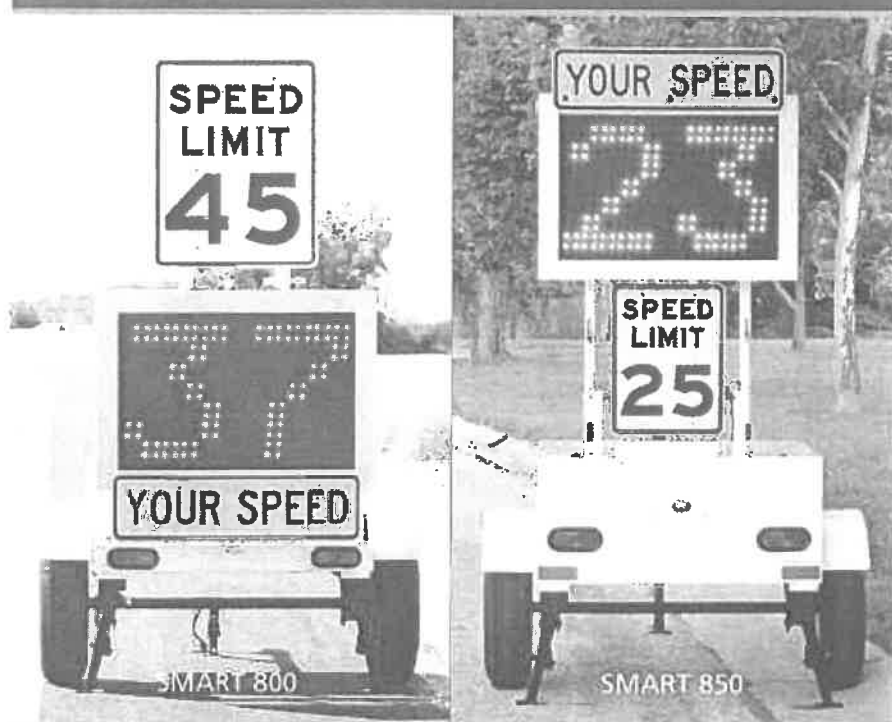
**KUSTOM SIGNALS, INC.**  
**TERMS AND CONDITIONS**

1. **APPLICABILITY.** Unless otherwise specified in a written bid, quote or contract, the following terms and conditions shall apply.
2. **PRICES AND TAXES.** Prices will be Kustom Signals, Inc.'s ("Seller") prices in effect on the date a purchase order is accepted by Seller, and Seller may change its prices at any time, in its sole discretion. All prices will be F.O.B. Chanute, Kansas, and net of any duties, sales, use or similar taxes, fees or assessments, and do not include shipping, packaging or any insurance costs, all of which are Buyer's responsibility.
3. **PAYMENT.** Unless otherwise provided on the face of the invoice, payment is to be paid in US dollars and in accordance with the Seller approved terms for Buyer. Partial payments are not permitted unless authorized in writing. Partial payments will be treated as non-payment. Each invoice is independent from shipping sequence and disputes relating to other invoices. Failure to pay an invoice within 30 days will be considered a default.
4. **DELIVERY AND PERFORMANCE.** Delivery dates are approximate. Seller disclaims all liability for late or partial delivery. Seller may deliver in such lots and at such times as is convenient for Seller.
5. **LOSS IN TRANSIT.** Risk of loss will pass to Buyer upon delivery of the goods to the carrier. In case of breakage or loss in transit, Buyer will have notation of same made on expense bill before paying freight. Seller may reject claims for shortages not made within 15 days of Buyer's receipt of the goods.
6. **TERMINATION, RESTOCKING CHARGES.** Buyer may terminate this purchase order for its convenience, in whole or in part, by written, faxed or telegraphic notice at any time. If Buyer terminates this purchase order for convenience, Buyer will be liable to Seller for Seller's reasonable costs incurred in the performance of this purchase order that Seller cannot mitigate. Unless otherwise agreed upon in advance in writing by Seller, Seller may charge Buyer a 25% restocking fee, if: (a) upon approval by Seller, the Buyer returns any non-defective goods covered by this invoice; or (b) prior to shipment, but after the goods are produced by Seller, Buyer cancels the order for the subject goods.
7. **WARRANTY.** Seller's warranty is provided separately.
8. **LIMITATION OF LIABILITY.** SELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SELLER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, NOR IS SELLER LIABLE FOR ANY CLAIM BY ANY THIRD PARTY. SELLER'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS PURCHASE ORDER IS LIMITED TO THE AMOUNT PAID FOR THE GOODS.
9. **INDEMNIFICATION.** Buyer will indemnify, defend and hold Seller harmless from all losses, damages, liabilities and costs, including attorneys' fees, incurred or sustained by Seller as a result of any third party claim made against Seller, including a claim by a customer of Buyer, arising from its negligent, reckless, willful, or intentional actions in marketing and reselling the goods.
10. **EXPORT RULES.** Exports and re-exports of the goods may be subject to United States export controls and sanctions administered by the U.S. Department of Commerce Bureau of Industry and Security under its Export Administration Regulations ("EAR"). Buyer shall comply with all laws, rules and regulations applicable to the export or re-export of goods including but not limited to EAR which includes, among other things, screening potential transactions against the U.S. Government's (i) list of prohibited end users, and (ii) list of prohibited countries. Buyer represents and warrants that (i) it has not been charged with, convicted of, or penalized for, any violation of EAR or any statute referenced in EAR §766.25, and (ii) it has not been notified by any government official of competent authority that it is under investigation for any violation of EAR or any statute referenced in EAR §766.25.
11. **MISCELLANEOUS.** These terms and conditions, together with any other written agreement between Buyer and Seller, if any: (i) are the exclusive statements of the parties with respect to the subject matter and supersedes any prior or contemporaneous communications; (ii) may not be amended except in writing executed by the parties and will prevail in any case where the terms of Buyer's purchase order or other communication are inconsistent; (iii) will be interpreted and enforced in accordance with the laws of the State of Kansas, without giving effect to principles of conflicts of law. These terms and conditions are: (1) solely for the benefit of the parties, and no provision of these terms and conditions will be deemed to confer upon any other person any remedy, claim, liability, reimbursement, cause of action or other right. Each party consents to the exclusive personal jurisdiction of the state and federal courts located in the State of Kansas for purposes of any suit, action or other proceeding arising out of this Agreement, waives any argument that venue in any such forum is not convenient and agrees that the venue of any litigation initiated by either of them in connection with this Agreement will be in either the District Court of Johnson County, Kansas, or the United States District Court, District of Kansas. If any provision of these terms and conditions is unenforceable, the remaining provisions will remain in effect. No waiver (whether by course of dealing or otherwise) is effective unless it is made in writing and signed by the party to be charged with such waiver. Unless otherwise specified in writing, notices must be given in writing by registered or certified mail, return receipt requested, addressed to:

Kustom Signals, Inc.  
Attn: Sales Dept.  
9652 Loiret  
Lenexa, KS 66219



# SMART 800 850 DIRECTIONAL RADAR TRAILERS



## **Presence. Awareness. Visible Impact.**

Designed for maximum visibility, the 18" full matrix, high intensity LED display is visible up to 1,250 feet. Durable and trouble free, the SMART 800 and 850 include a large storage box for your speed signs, equipment, and up to four (4) AGM deep cycle batteries.

The communities you safeguard will realize the benefits of your traffic enforcement and safety efforts. As the SMART radar trailer informs and educates the motorists, vehicle speeds noticeably slow, and neighborhood roads become quieter and safer.

The optional on-board Traffic Data Recorder analyzes traffic data, enabling your agency to conduct targeted enforcement in critical high-speed areas where and when needed.

## **Key Features:**

- Kustom Signals directional radar
- 18" full matrix high intensity LED display
- Maximum visibility: 1,250 Feet
- Multiple violator alerts
- MUTCD compliant speed sign
- Wireless remote for program set up
- 2-year warranty

### **SMART 800:**

- Fold down speed sign

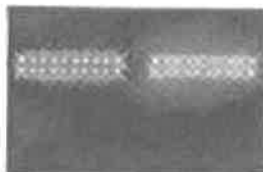
### **SMART 850:**

- Fold down display and speed sign

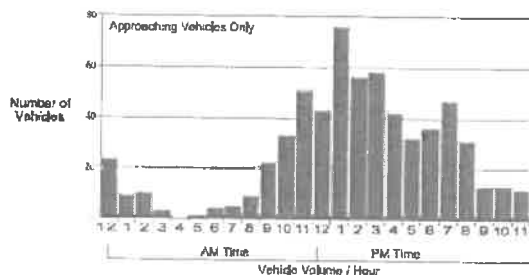
9652 Loiret Boulevard  
Lenexa, KS 66219-2406  
800.458.7866  
[www.kustomsignals.com](http://www.kustomsignals.com)

# SMART 800 850

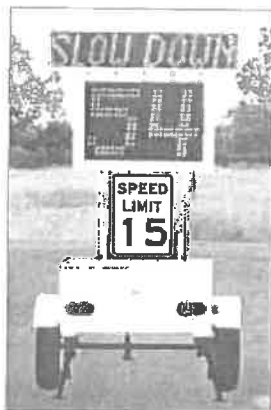
**Value Package 800+ and 850+ includes:**  
SLOW DOWN and Red-Blue Flashing Bars violator alerts  
and the onboard Traffic Statistics Computer



Traffic Data Recorder



SMART 850 with VMS



	SMART 800	SMART 850
Fold	Speed Sign	Display and Speed Sign
Down	62" High in Transport	43" High in Transport
Profile	93" H x 54" W x 98" L	96" H x 55" W x 101" L
Weight	600 lbs.	580 lbs.
Optional		10" X 50" Variable Message Sign

## Features:

- Kustom Signals directional radar
- 18" full matrix high intensity LED display
- Automatic intensity adjustment to ambient light
- Speed only displayed when target is in radar beam
- High and Low Speed blanking
- Violator alert: Flashing Speed
- Flashing left/right direction arrows
- MUTCD complaint speed sign
- Wireless remote for program set up
- Defaults to last setting upon power up
- 24-hour single cycle On/Off timer
- Keyed On/Off switch
- Locking 40" x 32" x 10" storage box
- 12 VDC AGM deep cycle battery (7 - 10 day run time)
- Battery level indicator and self diagnostics
- 2-year warranty

## Options:

- Solar panel
- Onboard Traffic Data Recorder including "Blank Mode" for stealth data collection
- including "Blank Mode" program for stealth data collection
- Violator alert: "SLOW DOWN"
- Violator alert: Red-Blue Flashing Bars
- Violator alert: Flashing white LED strobe
- Motion alarm with remote
- Aluminum wheels
- Spare tire with mounting kit
- Locking lug nuts
- Ball receiver lock
- Cable wheel lock
- Trailer cover
- Additional 12 VDC AGM deep cycle battery
- 850: 10" x 50" Variable Message Sign

## Casework:

- Steel trailer frame and fenders
- White or Black powder coat paint inside and out
- Aluminum display casing
- 3/16" GE Lexan® display protection
- 2" ball hitch
- 2,000 lb rated axle
- 800: 3 stabilizer jacks
- 850: Bulldog jack and 2 stabilizer jacks



**KUSTOM SIGNALS, INC.**

9652 Loiret Boulevard • Lenexa, KS 66219 • 800.458.7866 • [www.kustomsignals.com](http://www.kustomsignals.com)



# RU2 Systems, Inc.

**The Leader in Speed Display Technology**

2631 N. Ogden Road, Mesa, AZ 85215 • P 480-982-2107 • F 480-982-5237

## Proposal For:

Burlington Police Dept.  
Lt. Bob Wischhusen  
311 Cedar Street  
Burlington, WA 98233  
USA



Quote #	RU2Q15214
Issue Date:	08/02/17
Quote Expires:	10/01/17
Fax:	
Pages:	9
Phone:	360-755-2315 Ext:
Email:	bobw@burlingtonwa.gov

Line	Qty	Description	Unit Price	Ext. Price
1	1	<p>The RU2 Fast-870 Radar Speed Display Trailer is the latest design in RU2 Systems' stable of traffic calming trailers. Built with economy and utility foremost, this trailer is ideal for both busy thoroughfares and community streets where speeding is a problem. The Fast-870 has a bright 18" tall amber AllnGaP LED character display which, when raised into full operating position, stands over 7 feet tall, easily seen by oncoming drivers. The display is manually raised into position with assistance from dual gas springs so setup is quick and easy and the display folds down, creating a low trailer profile for easy transport and storage. The MUTCD conforming speed sign offers speed limits from 15 to 65 MPH. Expect approximately seven (7) to ten (10) days of service from a full charge and is virtually field autonomous with optional solar panel under many conditions.</p>	\$7,849.00	\$7,849.00

### STANDARD FEATURES:

- Curb Weight: 585 lbs. / ~35 lb. Tongue weight
- 2" tubular steel space-frame chassis
- UV and graffiti resistant white powder coat finish over high zinc primer
- Keyed On/Off switch
- Single directional K-band radar unit
- 18" Amber AllnGaP LED display characters
- RF fob for remote parameter set up, 100+ ft. range.
- Automatic intensity adjustment to ambient light conditions
- Display protected by 3/16" GE Lexan® with a smoked, non-glare finish
- 18" x 24" R2-1 Speed Limit Sign / 5-65 MPH overlays
- 2-ton rated axle / 13" wheels equipped w/ ST rated tires and locking lugs
- 2" ball hitch coupler
- One (1) Group 27 99 A/hr AGM battery / 7-10 days operation
- Integrated 'smart' battery charger
- Single cycle ON/OFF clock
- Flashing Digit Violator Alert - 1 MPH increments
- Directional Traffic Management Arrow Patterns
- Minimum Display Speed / High-speed Blanking
- "Dark" mode for data collection (when applicable)
- Unit defaults to last settings upon power-up

Line	Qty	Description	Unit Price	Ext. Price
2	1	Solar Power: 50 Watt panel for Fast-870	\$459.00	\$459.00
3	1	Data Acquisition Package:	\$395.00	\$395.00

This data acquisition package utilizes the streaming data received from the radar gun so that the deployment of pneumatic tubing is not required. Proprietary algorithms filter and analyze the data stream, detecting discrete oncoming vehicles that pass the location and records their speed with time/date stamps. Please note that single gun methodologies are situationally sensitive but have proven to provide data as accurate as any pneumatic method. Single gun technology is perfectly suited for determining peak load times and violation concentrations giving law enforcement agencies sufficient data for resource deployment. Please note that some system configurations may require external containment at a small additional cost.

Data is saved on an SD memory card. 2GB provided (~44M+ vehicle capacity per GB) and can be downloaded to any computer with the provided SD/USB card reader. The data can then be analyzed by software capable of accepting a comma delimited ASCII text file, such as Microsoft® Excel or RU2's Traffic Count Software package, included. The Traffic Count package allows examination of data exceeding Excel's 65,536 limitation. Tabulated reports and charts include Survey Summary, Vehicle Count, Speed, and Time/date, 85th Percentile, 15 Minute, 1 Hour, Daily and Weekly analysis, etc.

**Included Reporting Capability:**

- a) Survey Summary
  - a. Variable Display Scheme
  - b. Total Surveyed
  - c. Incremental Speed Grid (Speed, Volume, % of Survey)
  - d. Speed Statistics Summary
    - i. Posted Limit
    - ii. At/Under Limit Qty. / %
    - iii. Over Limit Qty. / %
    - iv. Average Speed
    - v. 85th Percentile
    - vi. Maximum Speed
  - e. 10 MPH Pace
    - i. Pace Range
    - ii. Number in Pace
    - iii. % in Pace
  - f. Number Exceeding Limit (+10, +20, +30..., Number & %)
- b) Vehicle Speeds Graph
- c) Daily Volume/Time Graph
- d) 85th Percentile Graph
- e) 15 Minute Breakdown
  - a. AM/PM Analysis
    - i. Total
    - ii. Peak Hour
    - iii. Peak Flow
    - iv. Peak % of AM
    - v. Peak % to 24 Hr
- f) Weekly Summary - 4 Week Limit
- g) Time vs. Speed
  - a. Hourly numeric breakdown
- h) Comparative Survey Analysis
  - a. Virtual Week
  - b. Dynamic/Survey Week



Line	Qty	Description	Unit Price	Ext. Price
		c. Comparative Surveys d. Selective Time View (Time Slice) i) Estimated Revenue Calculator a. Client defined fine schedule x Efficiency over Survey Results		
4	1	Violator Alert - Red & Blue LED Light Bars 18"	\$349.00	\$349.00
		<p>The fancy phrase for this is "Trompe l'oeil", literally translates from French to mean "fools the eye." Equip your display with these Red and Blue horizontal bars of high intensity LED's which alternate as they pulse and the "Fools" will Slow Down! Especially effective at dawn and dusk!</p> <p>The Violator Alert is activated by a vehicle exceeding a speed selected (in 1 MPH/KPH increments) by the operator. Once a reading from the radar registers above the selected speed, the violation lights are activated. The violator will see the flashing Red/Blue light bar simulation (simultaneous speed display is user settable option). If the violator slows, the flashing message will stop and their speed is displayed again. If slowing continues until a speed is reached that is less than the set-point, the display will continue to show the speed being registered. If the violator maintains a speed higher than the setting for a time, the flashing message will come back on. If the violator increases speed while above the violation setting the message will come back on immediately.</p> <p>To accommodate local practices we can supply Red/Red and Blue/Blue versions as a special order.</p>		
5	1	Violator Alert - Red LED "SLOW DOWN" 18"	\$349.00	\$349.00
		<p>Make sure you're intent is clear by equipping your display with a flashing "SLOW DOWN" message made of high intensity red LED's.</p> <p>The Violator Alert is activated by a vehicle exceeding a speed selected (in 1 MPH/KPH increments) by the operator. Once a reading from the radar registers above the selected speed, the violation lights are activated. The violator will see the flashing "SLOW DOWN" message on the display with no speed displayed (simultaneous speed display is user settable option). If the violator slows, the flashing message will stop and their speed is displayed again. If slowing continues until a speed is reached that is less than the set-point, the display will continue to show the speed being registered. If the violator maintains a speed higher than the setting for a time, the flashing message will come back on. If the violator increases speed while above the violation setting the message will come back on immediately.</p>		
6	1	One (1) additional 90 Ah Group 27 non-spillable AGM battery for extended field autonomy (ea.). Includes 2 bank charger upgrade. *Requires additional freight.	\$375.00	\$375.00

Line	Qty	Description	Unit Price	Ext. Price
7	1	Crating: Fast-820/870	\$150.00	\$150.00

Please note shipping price below does not include any special or extra delivery services, i.e. lift gate services, call notification, or limited access delivery. If additional delivery services are needed, please request an updated shipping quote.

8 <<< OPTIONS >>>

9	0	ALPR Enclosure Modification: Includes Powder coated steel enclosure, single or dual cameras, fore and aft hinged doors with locks, heavy duty flexible 1" conduit from enclosure to main battery containment. Vault is 14" H x 15.5" W x 13" D, outer dims. * Hardware only. Does not include integration of 3rd party ALPR systems i.e. ELSAG, Vigilant, 3M, NDIRS, Genentec, etc. Intergration available for an additional fee.	\$995.00	\$0.00
10	0	ALPR Enclosure Modification: Includes Powder coated steel enclosure, single or dual cameras, fore and aft hinged doors with locks, heavy duty flexible 1" conduit from enclosure to main battery containment. Vault is 14" H x 15.5" W x 13" D, outer dims. * Includes integration of 3rd party ALPR systems i.e. ELSAG, Vigilant, 3M, NDIRS, Genentec, etc. Product drop-shipped to your client ready for commissioning.	\$1,295.00	\$0.00
11	0	White LED Strobe Violator Alert (Flashes w/ Violation): On board 16 LED array module for long distance alert / photo radar simulation. Violator alert settable in 1 MPH increments by push button at power up.	\$295.00	\$0.00
12	0	Add to our 18" character sign with a 10" X 50" active area VMS sign. Display static, flashing, scrolling messages and animation. Single battery upgrade below included. *Requires additional freight.	\$3,295.00	\$0.00
13	0	Download data to a WIFI enabled device.	\$125.00	\$0.00
14	0	Cellular Data Transmission;	\$695.00	\$0.00

Cellular modem for remote download of accumulated data and real time observation of current data stream from radar as displayed. Requires client to acquire and maintain cellular data services from local cellular provider.

When added to a Fast-3XXX series trailer also allows user defined messages to be uploaded to the VMS sign from your remote location. Includes and replaces standard data collection package.

Quad-band GPRS Class 10 performance with RS232 serial interface.

The cellular modem is a ready-to-deploy, standalone modems that provide wireless data communication and integrate seamlessly with virtually any application. This cellular modem is based on industry-standard open interface and utilizes a Universal Socket design. The cell modem is designed with a quad-band GSM/GPRS network and a RS232 interface.

Line	Qty	Description	Unit Price	Ext. Price
		<p>The wireless modem offers standards-based quad-band GPRS Class 10 performance. It allows users to connect to the Internet and send and receive data faster than possible with an ordinary GSM/GPRS network. Based on industry-standard open interfaces, the wireless modem is equipped with quad-band, high-speed RS232 technology, which means it can be used worldwide on all existing GSM networks.</p> <p>Features:</p> <ul style="list-style-type: none"> <li>Ruggedized Aluminum Enclosure</li> <li>Compatible with Any Terminus Plug-In Module</li> <li>Wired Ethernet</li> <li>USB Host Port</li> <li>ARM-9 Processor Capable of Running Embedded Linux OS</li> <li>GSM, CDMA, UMTS</li> <li>128 MB of Flash</li> <li>64 MB of SDRAM</li> <li>Externally Exposed RS-232 and RS-485 Ports</li> <li>6 Exposed GPIOs</li> <li>Embedded GPS</li> <li>Dimensions: 3.15" x 4.27" x 1.18"</li> </ul> <p>Specifications:</p> <ul style="list-style-type: none"> <li>Features MTCBA-G2/-U</li> <li>Performance GPRS; Class 10</li> <li>Band, Frequency Quad-band, GSM/GPRS, 850/900/1800/1900 MHz,</li> <li>Packet Data Up to 85.6K bps, coding schemes CS1 to CS4</li> <li>Circuit-Switched Data GPRS up to 14.4K bps transparent and non-transparent</li> <li>Short Message Services- SMS Text &amp; PDU, Point-to-Point (MO/MT), cell broadcast</li> <li>Antenna Connector RF Antenna: 50 ohm SMA (female connector)</li> <li>SIM Connector Standard 1.8 &amp; 3V SIM receptacle</li> <li>RS232 Connector DE9 only on serial versions</li> <li>USB Connector*** Type B only on USB versions</li> <li>Power Connector 2.5mm miniature (screw-on) Serial only</li> <li>Voltage 9V to 32 VDC Serial only, 5.0V USB input voltage supplied by USB connector</li> </ul> <p>Physical Description 4.114" W x 1.065"H x 2.350"D</p> <p>Operating Temperature ** -30° to +70° C UL listed @ 40°</p> <p>Storage Temp -40° to +85° C</p> <p>Humidity Relative humidity 20% to 90% noncondensing</p>		
15	0	Replace our 18" character sign with a 20" X 30" active area VMS sign. One or two line of text, 2 or 3 digit numeric display, static, flashing, scrolling messages and animation. Single battery upgrade included (198 A/hr. total).	\$1,795.00	\$0.00
16	0	Solar Power: 80 Watt panel for Fast-870	\$539.00	\$0.00

Line	Qty	Description	Unit Price	Ext. Price
17	0	Solar Power: 140 Watt panel for Fast-870	\$749.00	\$0.00
18	0	Two (2) additional 90 Ah Group 27 non-spillable AGM batteries for extended field autonomy. Includes 3 bank charger upgrade. *Requires additional freight.	\$795.00	\$0.00
19	0	Three (3) additional 90 Ah Group 27 non-spillable AGM batteries for extended field autonomy. Includes 4 bank charger upgrade. *Requires additional freight.	\$1,300.00	\$0.00
20	0	Battery capacity upgrade: Replace the stock 4 x 99 A/hr. AGM batteries and 4 bank, 40 Amp charger with 4 x 154 A/Hr. AGM batteries and a 4 bank, 60 Amp charger. A 55% increase in battery capacity, adds 122# to curb weight.	\$729.00	\$0.00
21	0	Replace your standard white spokes with these 13 inch SawTooth Aluminum Trailer Wheels; priced the pair.	\$295.00	\$0.00
22	0	13 inch SawTooth Aluminum Trailer Wheel mounted as spare	\$295.00	\$0.00
23	0	Galvanized steel trailer wheels, 175/80D13-ST 5X4.50 lug, 13 x 4 / 1,660 Lb. load capacity.	\$279.00	\$0.00
24	0	Spare tire (Fast-8XX option)	\$225.00	\$0.00
25	0	Removable trailer tongue.	\$175.00	\$0.00
26	0	Add (2) extendable outrigger style bull-dog jacks at the front for extra stability.	\$395.00	\$0.00
27	0	Add (2) extendable outrigger style bull-dog jacks at the rear for extra stability.	\$395.00	\$0.00
28	0	Add (4) extendable outrigger style bull-dog jacks, front & rear for extra stability.	\$795.00	\$0.00
29	0	Event Triggered Photo Radar (ETPR): Designed for private-party use in industrial, commercial and community applications, RU2 Systems now offers an economical means of photo-documenting speed violations. Now industrial and educational facilities, military bases, private communities and the like can address, with photo-documentation, speed violations within their ranks.	\$4,995.00	\$0.00

Based on approach-only K-band radar the system records the rear license plate and general (departing) impression of any vehicle exceeding a given trigger speed. This threshold is set in 1 MPH/KPH increments at time of deployment. Operating day or night thanks to a low-Lux IR sensitive machine vision camera, the captured image is overlaid with a time/date stamp and the offender's trigger speed. The photo sequence is then stored on a SD Card for review and potentially, comparison to a list of known vehicles. Unlike constant-on video systems, only those vehicles in violation are recorded, ending the tedious chore of reviewing endless tape after tape. Dependent on desired resolution, hundreds of photo sequences can be stored on one card. Images can be offloaded to CD or other media for long-term storage.

\*This system is NOT intended for the issuance of citations by Law Enforcement agencies.

Line	Qty	Description	Unit Price	Ext. Price
30	0	GPS Asset Tracking System:	\$595.00	\$0.00

Theft is a huge problem! Commercial vehicles and equipment of every type are at risk for theft, including heavy construction equipment, tractor trailers, generators, trucks, vans, fleets of taxis, and rental vehicles. A 2005 Equipment Theft Survey done by Equipment Today magazine shows almost 72% of respondents have experienced equipment theft. When your equipment or vehicles are stolen, it stops your business and you lose time and money.

Industry leading GPS products allow users to effortlessly and in real-time locate their vehicle across our North American data network. Our industry defining equipment and world class infrastructure along with award winning customer service gives you the reliability you deserve while providing a leading-edge GPS tracking solution that is easy to use and affordable to own.

#### ALARM

Connect GPS device to aftermarket alarm and when door switch or siren is activated, the GPS will send an email and/or text alert.

#### AUTO-REPORT

System performs a daily locate on your vehicle. Once a month, this activity is recorded in your account history.

#### GEO-FENCE IN/OUT

An incoming GEO-Fence allows you to create a radius around an address. When vehicle enters or exits this radius, GPS will send an alert.

#### GET DRIVING DIRECTIONS

Whenever you view a map on your system, scroll to the bottom of the page to get driving directions from one address to another.

#### LOCATE

One click on the locate command and the system will find your vehicle, typically in about 20 seconds, it's location indicated by a colored dot.

#### HISTORY

The history section records account activity in a 1 or 2 line entry. You can click "MAP IT" to view the location of the event.

#### LOW INTERNAL BATTERY

When the vehicle battery and/or the GPS is disconnected, the internal battery in the GPS takes over. When battery is low, GPS will send an alert.

#### LOW VOLTAGE

When vehicle battery drops below a certain level, an alert is sent.

#### MAXSPEED

When MaxSpeed is programmed, you'll receive an alert when the vehicle exceeds that speed.

#### MOTION

When your vehicle is moved, the system detects the motion and sends an alert.

#### POWER DISCONNECT

This feature sends an alert when the GPS device or the vehicle battery is disconnected.

Line	Qty	Description	Unit Price	Ext. Price
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#### POWER RECONNECT

This feature sends an alert when the GPS device or the vehicle battery is reconnected.

#### SLEEP MODE

The GPS device will go to "sleep" after 15 minutes of inactivity to preserve the vehicle battery. To wake it up, move the vehicle.

#### VEHICLE INFORMATION

Important details of your vehicle are entered on this page for quick reference in the event vehicle is stolen.

31	0	Alarm System: The RU2 Fast Series Alarm System is a Audiovox Rampage car alarm with a tamper alert warning before alarming, remote activation, and adjustable sensitivity.	\$135.00	\$0.00
32	0	Coupler Lock: Reese Lock 72783	\$35.00	\$0.00
33	0	Cable Lock:  MasterLock, Kryptonite, Brinks or equivalent 6' x 5/8" locking cable for immobility by locking wheel to frame or fixed point. Braided steel wires for strength and flexibility, smoke vinyl coating helps prevent scratching. Comes with 2 keys.	\$44.95	\$0.00
34	0	Economy Trailer Cover: A generic small vehicle cover provided in neutral blue & gray. UV Protection * Water Repellent * Elastic Hem * Heat Resistant Panels * Storage Bag	\$39.98	\$0.00
35	0	Locking Lugnuts, Open Bulge, Per Pair	\$19.95	\$0.00
36	0	Titan Grip Wheel Lock: Produced in the United States with premium-grade carbon steel and tempered to the highest treating standards, Carbon Steel rated 6 times stronger than "mild" steel Stainless steel locking cylinder is drill resistant and freeze resistant Strong up to 4000 lbs. Weather resistant Protective coating prevents scratching of wheels Extra large capacity capable of securing 14 inch wide tires	\$99.95	\$0.00

SubTotal	\$9,926.00
Shipping	\$575.00
Sales Tax	\$0.00
<b>Total</b>	<b>\$10,501.00</b>

SALES TAX 8.5% 892.56  
\$11,393.56





applied concepts, inc.

855 E. Collins Blvd  
Richardson, TX 75081  
Phone: 972-398-3780  
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: Mike Scaglione  
972-801-4856

QUOTE  
# 2011054

Page 1 of 1  
Date: 08/03/17

Reg Sales Mgr: Jeff Pulicella  
972-834-4903

Effective From : 08/02/2017

Valid Through: 10/31/2017

Lead Time: 32 working days

<b>Bill To:</b> Burlington Police Dept 311 Cedar St # B Burlington, WA 98233-2803	<b>Customer ID:</b> 029045  <b>Accounts Payable</b>	<b>Ship To:</b> Burlington Police Dept 311 Cedar St # B Burlington, WA 98233-2803	<b>UPS Freight LTL (3-5 Days)</b>  <b>Lt Bob Wischhusen</b>
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Grp	Qty	Package	Description	Wrrnty/Mo	Price	Ext Price
1	1	821-1000-00	Stalker SAM Trailer	24	\$7,110.00	\$7,110.00
Ln	Qty	Part Number	Description		Price	Ext Price
1	1	015-2532-59	[253259] SAM Trailer with Top Display			\$0.00
2	1	200-0880-57	Traffic Statistics Sensor w/2-Comm Ports, USB			\$0.00
3	1	015-5345-00	[274714] SAM Trailer Solar Panel			\$0.00
4	1	015-2328-62	[232862] Red LED Light Bar-SAM/SAM-R			\$0.00
5	1	015-2354-40	[235440] Blue LED Light Bar-SAM/SAM-R			\$0.00
7	1	200-1173-00	Stalker Traffic Analyst App, Thumb Drive, Manual			\$0.00
8	1	006-0569-00	Certificate of Accuracy, Speed Sensor II			\$0.00
9	1	060-1000-24	24-Month Warranty			\$0.00
<b>Group Total</b>						<b>\$7,110.00</b>

Product	\$7,110.00	Sub-Total:	\$7,110.00
Discount	\$0.00	Sales Tax 8.5%	\$782.85
Payment Terms: Net 30 days		Shipping & Handling:	\$2,100.00
		<b>Total: USD</b>	<b>\$9,992.85</b>

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This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.



## Stalker SAM | Speed Awareness Monitor

*Stalker's SAM trailers are powered by Precision Solar Controls and feature Stalker speed measurement accuracy in a rugged, dependable trailer platform.*



### ■ Optional Solar Panels

- 18" Amber LED characters - legible at up to 1000 ft.

- 4D Deep-cycle battery - provides over 18 days of operation and longer time between charges

- Stalker K-Band Doppler Radar

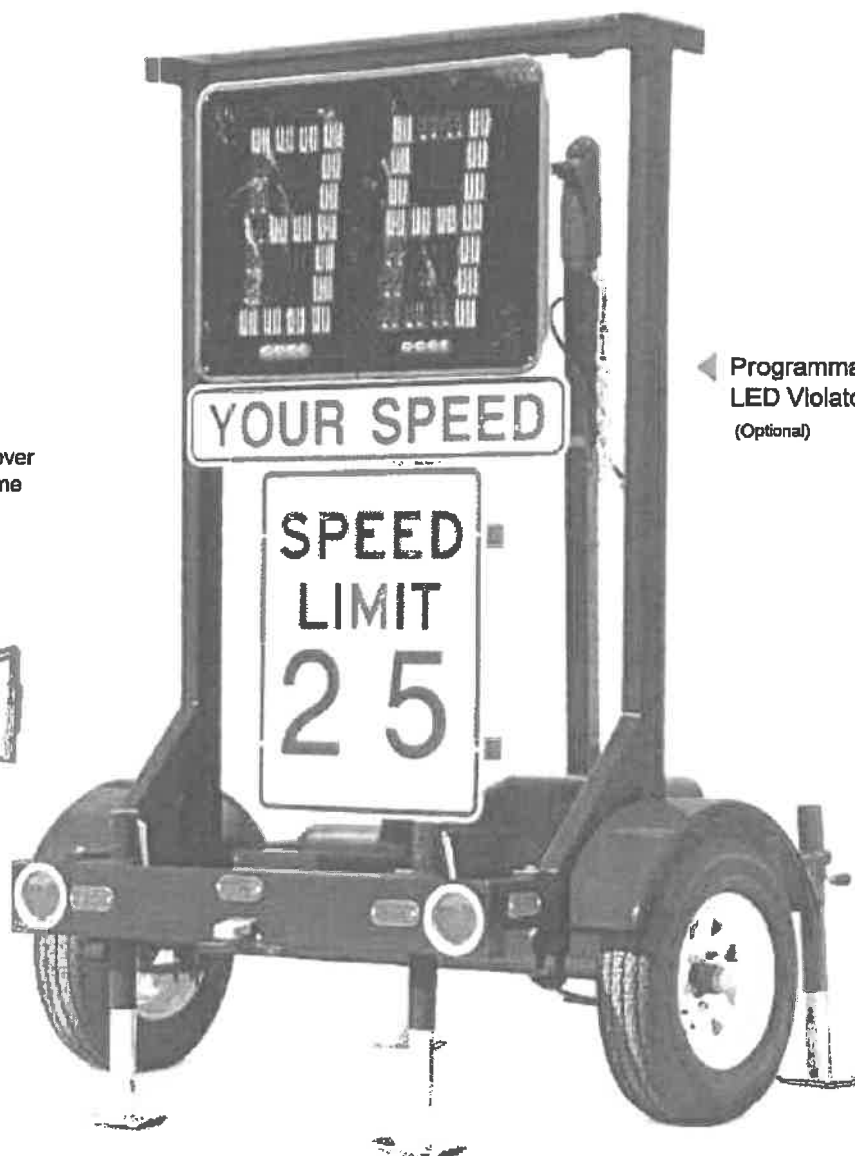
- New Optional Programmable LED Violator Alert

- Optional Integrated Statistics Package

- Hand-held controller



◀ Programmable LED Violator Alert (Optional)



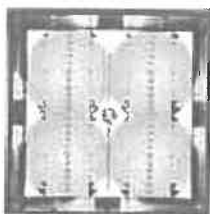
# STALKER®

## Power to Enforce.



## LED Lamp Matrix and Pulse Modulation

At the heart of the Stalker SAM is Precision Solar Control's LED Lamp Matrix and LED Pulse Width Modulation. The LED Lamp Matrix concentrates and focuses the LEDs' light, allowing the motorist to see the sign at a greater distance and, thus, act on the speed warning quicker.



LED Pulse Width Modulation significantly increases the time between battery charges and powers the LEDs so that they remain at a consistent brightness throughout the battery's discharge cycle.

## Stalker K-Band Radar

The speed measurement component is pure Stalker - accurate and durable. Stalker's Stationary Speed Sensor II radar has greater range, sensitivity, and tracking when compared to competitive signs' radar.



**4D Deep-cycle 12-volt battery** Provides over 18 days of continuous operation yielding longer operational time between battery charges.

## Graffiti-resistant paint

The finish keeps the trailer looking clean and neat for a professional department image, while its all steel construction provides a sturdy platform and reduces damage sustained in the field.

## Dedicated hand-held controller

Complete programming and diagnostic functions in the palm of your hand.



## Four stabilizing/leveling jacks

aid in proper placement and stability while allowing one officer to position the SAM on nearly any type of terrain.

## Retractable/Removable tongue

## Options:

### Top-mounted solar panel

The panels recharge a day's worth of battery use with only 2.5 hours of sunlight allowing for "infinite" field operation.



### New Programmable LED Violator Alert

High powered LED Violator Alert flashes to warn motorists when they have exceeded a pre-set speed. Three (3) different user-programmable settings and choice of blue/red or white/white.



**Integrated statistical package** gathers valuable traffic data for improved grant writing support and verification of the sign's impact on traffic speeds.

# STALKER SAM

## Specifications:

### TRAILER

Width	64" (1.63m)
Length	116" (2.95m) tongue in travel position 57 1/2" (1.5m) tongue in display position
Height	91" (2.31m)
Weight	700 lbs. (317.5kg)
Main Frame	2" x 4" x .120" Steel Tubing

### DISPLAY CABINET

Material Thickness	158" ABS Plastic
Width	36" (.91m)
Height	25 1/2" (.65m)
Depth	6 1/4" (.13m)
Lexan Window Thickness	.125"
Cabinet Temperature Delta	± 20°

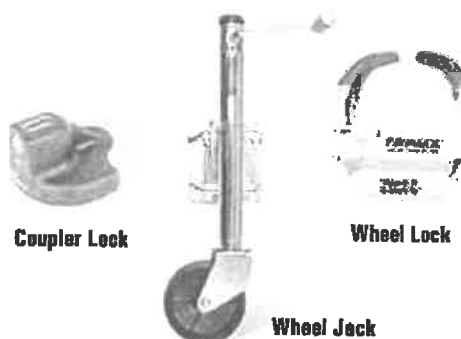
### ENERGY SOURCE

Battery Bank	4D Deep-Cycle Battery 18 days @ 78°F (25°C)
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### RADAR - STALKER STATIONARY SPEED SENSOR II - 24.125 GHz

Detection Distance	Up to 1,200' (366 m)
Beam Width	30° x 32°

## Accessories:



Coupler Lock

Wheel Lock

Wheel Jack

# STALKER®

## Power to Enforce.

applied concepts, inc.  
2609 Technology Drive ■ Plano, Texas 75074  
972.398.3780 ■ Fax 972.398.3781

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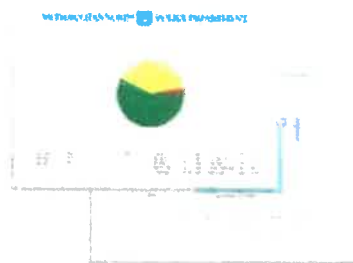


006-0455-00 Rev F

## 800-STALKER



[Mouse over the thumbnails to see a larger image]



## Making traffic statistics work for you.

### Stalker Traffic Analyst Application

*Collect and analyze valuable traffic data in support of Grant applications and community policing, with industry-leading effectiveness.*

The very first section in most Grant applications is to define the need. Whether for adjusting a speed limit, purchasing a speed/ message sign, or allocation of department resources, properly assembled traffic data can make all of the difference between winning or losing an application. Powerful traffic statistic tools are essential when analyzing aggregate data.

The new Stalker Traffic Analyst is that tool. Updated analysis controls allow the user to take raw data and display it by count vs time, count vs speed, and 85th percentile, just to name a few. Data can be split, graphed, filtered, and then rendered in a color report designed with Agency Branding and support information.

Beginning with the setup, intuitive survey management tools walk the user through calendar setup, location details, speed and time resolutions, vehicle classification, speeds, distances, and more.

Intuitive Survey and Calendar setup

Powerful Visual analysis controlled by floating palettes

Easy, user-defined report generation

Compare and toggle between multiple reports

Group file operations into project folder

### Stalker Traffic Analyst

#### Powerful Visual Analysis

The analysis window is the visual heart of the program. The floating palettes control the visual display and survey details may be added such as Google Map/satellite views, descriptions, and notes.

#### Floating Palettes Drive Visual Analysis

##### ■ Analysis Control

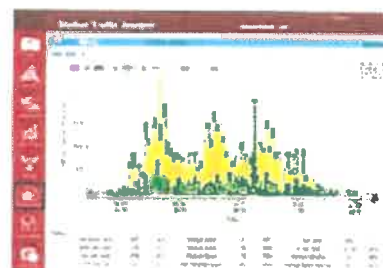
The Analysis Control palette where the analysis type is chosen and then applied to the analysis window.

- Count vs Time
- Weekly Count vs Time
- Count vs Speed
- Percentile Chart
- Average Speed vs Time
- Speed vs Time Bubble Chart
- Enforcement - Pie chart - **NEW**

A simple tool for Law Enforcement, citizens, city council,



Floating palette - click to enlarge



Analysis Window - click image to enlarge



Select Language

Powered by Google Translate



Collect and analyze traffic statistics, then generate reports for Grant applications and community policing from Stalker Radar.

and management. Quickly display vehicle speeds below, moderately above, and excessively above speed limit threshold.

(Tabular Data - click image to enlarge)

#### Graphic Controls

The Graph Controls palette provides additional options such as grid detail, data values, display type (graph or tabular) and graph type.

#### Data Filtering

Fine tune the data by more selective parameters such speed, dates, times, classification, and traffic direction.

#### Easy Report Generation

Simple setup allows for custom design of your reports with Agency information, branding, photos, and other supporting details for printing and distribution.

#### Intuitive Survey Setup

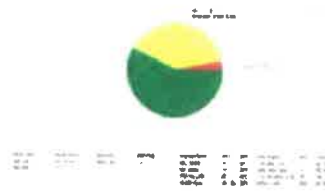
An intuitive setup window steps you through all of the necessary data to be included:

- Location details
- Survey configuration
- Speed/time resolutions, vehicle classifications, speeds, distances
- Calendar setup
- Modes, days of the week, start/stop times

#### Simple Sensor Setup

Communication between the Traffic Analyst program and the Stalker Traffic Statistics sensor is simple and virtually automatic.

METROPOLITAN NORTH POLICE DEPARTMENT



(Sample Report - click image to enlarge)



(Survey Setup- click image to enlarge)



Provide direction to staff regarding the 2018 budget and 2018 – 2023 CIP review process and adoption schedule.