#### FIRCREST CITY COUNCIL REGULAR MEETING AGENDA

# TUESDAY, FEBRUARY 13, 2018COUNCIL CHAMBERS7:00 P.M.FIRCREST CITY HALL, 115 RAMSDELL STREET

- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE
- 3. ROLL CALL
- 4. PRESIDING OFFICER'S REPORT
  - A. Community Center and Pool Update
- 5. CITIZEN COMMENTS FOR ITEMS NOT ON THE AGENDA (Please sign the Public Attendance Roster/Public Hearing Sign-Up Sheet if you wish to speak during the meeting.)

#### 6. COMMITTEE, COMMISSION & LIAISON REPORTS

- A. Administration
- B. Environment, Planning and Building, and Pierce County Regional Council
- C. Finance, IT, Facilities

#### 7. CONSENT CALENDAR

- A. Approval of <u>vouchers</u>/payroll checks
- **B.** Approval of minutes: January 23, 2018 Regular Meeting February 6, 2018 Joint Meeting
- 8. PUBLIC HEARING 7:15 P.M.

#### 9. UNFINISHED BUSINESS

#### **10. NEW BUSINESS**

- A. Alameda Lift Station Project Close-Out
- B. Ramsdell Water Main Project Contract Award
- C. Resolution: Communications Site Lease Agreement Amendment Golf Course Tank
- D. Resolution: AWC Employer Master Participation Agreement Vision Plan
- E. Resolution: Ballot Drop Box Property Use Agreement

#### 11. CITY MANAGER COMMENTS

#### **12. DEPARTMENT HEAD COMMENTS**

- **13. COUNCILMEMBER COMMENTS**
- 14. EXECUTIVE SESSION

#### A. To discuss labor agreements pursuant to RCW 42.30.140

#### **15. ADJOURNMENT**

COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON AGENDA

City Of Fircrest MCAG #: 0583

#### As Of: 02/13/2018

Accts	Dessional	Dete Due	Vandar	<b>A</b>	Mana
•	Received		Vendor	Amount	
		02/13/2018 3647	Agrishop Inc		Synthetic 2-Stroke Oil - Chainsaws
-	542 30 31 0	2 Oper Supplies - Street Reg	101 000 542 City Street Fund	95.71	Synthetic 2-Stroke Oil - Chainsaws
15795 (	02/13/2018	02/13/2018 7418	Alarm Center Inc	348.00	2018 Annual Monitoring - Public Works
-	518 30 48 0	3 Rep & Maint - PW	001 000 518 General Fund	348.00	2018 Annual Monitoring - Public Works (Monitorin Fees 02/01/2018 - 01/31/2019)
15903 (	02/13/2018	02/13/2018 2023	Alexander, John	59.00	1 Yr Library 2018
4	572 21 49 0	00 Library Services	001 000 572 General Fund	59.00	1 Yr Library 2018 / John Alexander
5796 (	02/13/2018	02/13/2018 5781	Batteries Plus Bulbs	48.33	12-Volt Lead Batteries (Quantity: 2)
4	535 50 31 0	11 Oper Supplies - Sewer Mai	430 000 535 Sewer Fund (de	48.33	12-Volt Lead Batteries (Quantity: 2) - Alameda Liftstation Back-Up Power Source For SCADA "Supervisory Control And Data Acquisition"
15878 (	02/13/2018	02/13/2018 5258	Big 5 Sporting Goods	36.30	Referee Jersey, Whistles - Youth Basketball
-	571 20 49 0	07 Youth Basketball	001 000 571 General Fund	36.30	Referee Jersey (1), Whistles & Lanyards (2) - Youth Basketball
15797 (	02/13/2018	02/13/2018 6839	Brenner, Jennifer	59.00	1 Yr Library 2018
4	572 21 49 0	00 Library Services	001 000 572 General Fund	59.00	1 Yr Library 2018 / Jennifer Brenner
5798 (	02/13/2018	02/13/2018 4278	Budget Batteries Inc	148.59	(Atlas Generator) Battery
4	548 65 48 1	4 O & M - Wtr/Swr	501 000 548 Equipment Ren	148.59	(Atlas Generator) Battery (Quantity: 1) - Wtr / Swr
5893 (	02/07/2018	02/13/2018 7437	Campos, Ana	68.95	03-01740.0 - 548 BERKELEY AVE
	343 40 00 0	00 Storm Drain Fees & Charg 00 Sale Of Water 00 Sewer Revenues	415 000 340 Storm Drain 425 000 340 Water Fund (de 430 000 340 Sewer Fund (de	-14.14 -16.46 -38.35	
15783 (	02/13/2018	02/13/2018 6018	Canon Financial Services Inc	244.61	Police Copier Rental (Jan 2018)
4	521 22 45 0	00 Oper Rentals - Copier - Pol	001 000 521 General Fund	244.61	Contract Charges (01/01/18 - 01/31/18) Police
5784 (	02/13/2018	02/13/2018 6018	Canon Financial Services Inc	13.63	Police Faxboard Rental (Jan 2018)
4	521 22 45 0	00 Oper Rentals - Copier - Pol	001 000 521 General Fund	13.63	Contract Charges (01/01/18 - 01/31/18) Police Fax
5799 (	02/13/2018	02/13/2018 7374	Celis, Victor	10.00	Crisis Intervention Training / Lunch Meal
-	521 22 43 0	00 Travel - Police	001 000 521 General Fund	10.00	Crisis Intervention Training / Lunch Meal - Officer Celis (01/25/18) "Criminal Justice Training Commission" Tacoma, WA

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
15787	02/13/2018	8 02/13/2018 3994	CenturyLink	448.79	Circuit Line / PRI Line
	518 10 42	00 Communication - Non Dep	001 000 518 General Fun	d 448.79	Circuit Line / PRI Line
15788	02/13/2018	8 02/13/2018 3994	CenturyLink	61.45	Public Works Fax
		00 Communication - Storm	415 000 531 Storm Drain		Public Work Fax - Storm
		00 Communication - Water	425 000 534 Water Fund		Public Work Fax - Wate
		01 Communication - Sewer	430 000 535 Sewer Fund		Public Work Fax - Sewer
	542 30 42	00 Communication - Street	101 000 542 City Street F	Fun 15.37	Public Work Fax - Street
15789	02/13/2018	8 02/13/2018 3994	CenturyLink	120.15	Direct Inward Dial - City Hall
	518 10 42	00 Communication - Non Dep	001 000 518 General Fun	d 120.15	Direct Inward Dial - City Hall
15790	02/13/2018	8 02/13/2018 3994	CenturyLink	66.99	DSL Line / Telemetry
	534 10 42	00 Communication - Water	425 000 534 Water Fund	(de 33.50	DSL Line / Telemetry - Water
	535 10 42	01 Communication - Sewer	430 000 535 Sewer Fund		DSL Line / Telemetry - Sewer
15791	02/13/2018	8 02/13/2018 3994	CenturyLink	368.69	Jan 2018 CH, Rec, PW
	518 10 42	00 Communication - Non Dep	001 000 518 General Fun	d 61.45	Primary 911 - City Hall
		00 Communication - Non Dep	001 000 518 General Fun		Message Line
		00 Communication - Non Dep	001 000 518 General Fun		Alarm Line - City Hall
	531 50 42	00 Communication - Storm	415 000 531 Storm Drain	30.72	Alarm Line / Primary 911 - Storm
	534 10 42	00 Communication - Water	425 000 534 Water Fund	(de 30.72	Alarm Line / Primary 911 - Water
		01 Communication - Sewer	430 000 535 Sewer Fund		Alarm Line / Primary 911 - Sewer
		00 Communication - Street	101 000 542 City Street F		Alarm Line / Primary 911 - Street
	576 80 42	00 Communication - Parks	001 000 576 General Fun	d 61.45	Alarm Line - Recreation Center
15786	02/13/2018	8 02/13/2018 5805	CenturyLink	43.44	Long Distance Usage & Access Line
	518 10 42	00 Communication - Non Dep	001 000 518 General Fun	d 43.44	Long Distance Usage & Access Line
15800	02/13/2018	8 02/13/2018 7379	Chough, Kwang S.	180.00	Korean Interpreter (2 1/2 Hrs)
	512 50 41	03 Prof Srvs - Interpreter	001 000 512 General Fun	d 180.00	Korean Interpreter (Case No. 8Z0140189 & Case No. 7Z1302208) 01/31/18
15879	02/13/2018	8 02/13/2018 4324	City Treasurer-City of Tacoma	1,532.82	Streetlight Attachment Fees
	542 63 48	02 Pole Attachment Charge	101 000 542 City Street F	Fun 1,532.82	2018 Semi-Annual Master Pole Attachment Agreement Fee (Streetlights Attached To Tacoma Power Poles) 01/01/18 - 06/30/18
15897	02/13/2018	8 02/13/2018 4324	City Treasurer-City of Tacoma	518.50	2017 Animal Control Assist
	554 30 41	00 Animal Control	001 000 554 General Fun	d 518.50	2017 Animal Control Assist

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Accts

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Pay # Received Date Due	Vendor	Amount	Memo
15899 02/13/2018 02/13/2018 4322	City of Tacoma - Utilities	2,385.59	Power / Various Locations
534 80 47 01 Utility Services/Pumping 535 80 47 01 Utility Services/Pumping 542 30 47 03 Electricity/Traffic Lights 542 63 47 00 Electricity/Street Lights	425 000 534 Water Fund (de 430 000 535 Sewer Fund (de 101 000 542 City Street Fund 101 000 542 City Street Fund	1,860.20 498.81 15.97 10.61	
15801 02/13/2018 02/13/2018 6105	Clover Creek Electric Inc	972.62	Install Power Circuit - I.T. Room (Public Works)
518 81 48 00 Rep & Maint - I/S	001 000 518 General Fund	972.62	Furnish & Install Conduit & Wire As Required For New 220-Volt Circuit - Information Technology Room @320 Ramsdell Street (Public Works)
15873 02/13/2018 02/13/2018 6105	Clover Creek Electric Inc	1,199.29	Replace Breaker Box - Fircrest Park
576 80 48 00 Rep & Maint - Parks	001 000 576 General Fund	1,199.29	Replace Breaker Box (Electrical Panel) - Fircrest Park @555 Contra Costa Ave
15881 02/13/2018 02/13/2018 3560	Columbia Ford	64,571.72	2018 Ford Oxford White Interceptors - Police (Quantity: 2 Vehicles) No License Plates Yet (Includes Discounted Price For Payment Made Within 20 Calendar Days)
594 48 64 08 Police - ERR Capital 594 48 64 08 Police - ERR Capital	501 000 548 Equipment Ren 501 000 548 Equipment Ren		2018 Ford Oxford White Interceptor (aka Explorer) - Police (Delivery Date: 02/01/18) VIN No. 1FM5K8AR2JGA73340 "K8A Police Utility All Wheel Drive" (No License Plate Yet) 2018 Ford Oxford White Interceptor (aka Explorer) - Police (Delivery Date: 01/26/18) VIN No. 1FM5K8AR4JGA73341 "K8A Police Utility All Wheel Drive" (No License Plate Yet)
15802 02/13/2018 02/13/2018 7918	Contreras, Alejandra	120.00	Spanish Interpreter (2 Hrs)
512 50 41 03 Prof Srvs - Interpreter	001 000 512 General Fund	120.00	Spanish Interpreter (Case No. 8Z0178910 & Case No. 8Z0186177 & Case No. 8Z0186178) 01/24/18
15906 02/13/2018 02/13/2018 7918	Contreras, Alejandra	120.00	Spanish Interpreter (2 Hrs)
512 50 41 03 Prof Srvs - Interpreter	001 000 512 General Fund	120.00	Spanish Interpreter (Case No. 8Z0104483 & Case No. 8Z0186177) 02/07/18
15785 02/13/2018 02/13/2018 3573	Copiers Northwest Inc	151.94	Laserjet Printer Rentals (01/28/18 - 02/28/18) & Copier Usage (12/28/17 - 01/28/18) Police
521 22 45 00 Oper Rentals - Copier - Pol 521 22 45 00 Oper Rentals - Copier - Pol 521 22 45 00 Oper Rentals - Copier - Pol	001 000 521 General Fund 001 000 521 General Fund 001 000 521 General Fund	14.09	Laserjet Printer Rentals (01/28/18 - 02/28/18) Police Police Upstairs Office (12/28/17 - 01/28/18) Black Chief's Office Area (12/28/17 - 01/28/18) Black

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Accts

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
	521 22 45	00 Oper Rentals - Copier - Pol	001 000 521 General Fund	56.32	Chief's Office Area (12/28/17 - 01/28/18) Color
15803	02/13/2018	3 02/13/2018 363	Corcoran, Colleen T	340.19	Costco / 43" Flat Screen TV & Wall Bracket - City Hall Breakroom "No City Visa Card Due To City Manager Changeover"
	518 10 35	00 Small Tools & Equip - Non	001 000 518 General Fund	340.19	Costco / 43" S-Series TCL Roku Flat Screen TV & Mounting Wall Bracket - City Hall Breakroom (Colleen Corcoran) SAA No. 1604
15804	02/13/2018	3 02/13/2018 363	Corcoran, Colleen T	483.54	Costco / Chromebook Laptops (Quantity: 2) - Council Members Viafore & Waltier ''No City Visa Card Due To City Manager Changeover''
	511 60 35	00 Small Tools & Equip - Leg	001 000 511 General Fund	241.77	Costco / Intel Celeron "Black" ASUS C300SA Chromebook Laptop - Council Member David Viafore (Colleen Corcoran) SAA No. 1605
	511 60 35	00 Small Tools & Equip - Leg	001 000 511 General Fund	241.77	Costco / Intel Celeron "Black" ASUS C300SA Chromebook Laptop - Council Member Dennis Waltier (Colleen Corcoran) SAA No. 1606
15805	02/13/2018	3 02/13/2018 363	Corcoran, Colleen T	703.32	Costco / Chromebooks (Quantity: 4) - Council Members Nixon, Surina, Wittner & City Manage Scott Pingel "No City Visa Card Due To City Manager Changeover"
	511 60 35	00 Small Tools & Equip - Leg	001 000 511 General Fund	175.83	Costco / Intel Celeron "Black" ASUS C300SA Chromebook - Council Member Jamie Nixon (Colleen Corcoran) SAA No. 1607
	511 60 35	00 Small Tools & Equip - Leg	001 000 511 General Fund	175.83	Costco / Intel Celeron "Black" ASUS C300SA Chromebook - Council Member Blake Surina (Colleen Corcoran) SAA No. 1609
	511 60 35	00 Small Tools & Equip - Leg	001 000 511 General Fund	175.83	Costco / Intel Celeron "Black" ASUS C300SA Chromebook - Council Member Brett Wittner
	513 10 35	00 Small Tools & Equip - Adr	001 000 513 General Fund	175.83	(Colleen Corcoran) SAA No. 1610 Costco / Intel Celeron "Black" ASUS C300SA Chromebook - City Manager Scott Pingel (Colleen Corcoran) SAA No. 1608
15806	02/13/2018	3 02/13/2018 363	Corcoran, Colleen T	109.89	Microsoft Store / Windows 10 Pro Software License - Vicky's Computer "No City Visa Card Due To City Manager Changeover"
	594 48 64	12 Street - ERR Capital	501 000 548 Equipment Ren	5.49	Microsoft Store / Windows 10 Pro Software License - Vicky's Computer (Colleen Corcoran) Street 5%

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Accts Pay # Received Date Due	Vendor	Amount	Memo
594 48 64 13 Storm - ERR Capital	501 000 548 Equipment Ren	16.48	Microsoft Store / Windows 10 Pro Software License - Vicky's Computer (Colleen Corcoran) Storm 15% Split
594 48 64 14 Water/Sewer - ERR Capita	501 000 548 Equipment Ren	43.96	Microsoft Store / Windows 10 Pro Software License - Vicky's Computer (Colleen Corcoran) Water 40% Split
594 48 64 14 Water/Sewer - ERR Capital	501 000 548 Equipment Ren	43.96	Microsoft Store / Windows 10 Pro Software License - Vicky's Computer (Colleen Corcoran) Sewer 40% Split
15813 02/13/2018 02/13/2018 7802	Core & Main LP	576.98	Magnetic Valve Cover Lifters "Water Dept Lid Pullers" (Quantity: 3)
534 80 35 00 Small Tools & Equip - Wat	425 000 534 Water Fund (de	576.98	Magnetic Valve Cover Lifters "Water Dept Lid Pullers" (Quantity: 3) - Stored In Public Works Trucks (SAA No.1611 & SAA No.1612 & SAA No.1613)
15904 02/13/2018 02/13/2018 1698	Crabb, Kathryn	59.00	1 Yr Library 2018
572 21 49 00 Library Services	001 000 572 General Fund	59.00	1 Yr Library 2018 / Alan Strand
15825 02/13/2018 02/13/2018 3588	Daily Journal Of Commerce	392.00	P#49 Request For Bids - Ramsdell Street Water Line Replacement
594 34 63 02 Project Engineering Water	426 000 594 Water Improve	392.00	P#49 Request For Bids - Ramsdell Street Water Line Replacement (01/17/18 & 01/24/18)
15882 02/13/2018 02/13/2018 3594	Dept Of Ecology	69,479.34	Loan Payment (Loan No. L1100018)
591 35 78 02 Principal Loan Payment	430 000 591 Sewer Fund (de	41,414.58	Principal Loan Payment - BYSM (Loan No. L1100018)
592 35 83 01 Interest Loan Payment	430 000 591 Sewer Fund (de	28,064.76	Interest - BYSM (Loan No. L1100018)
15912 02/13/2018 02/13/2018 3596	Dept Of Health	3,577.50	2018 Operating Permit, Certification
534 10 49 01 State Operating Permit	425 000 534 Water Fund (de	3,577.50	2018 Operating Permit, Certification
15883 02/13/2018 02/13/2018 7434	Diamond, Martha	59.00	1 Yr Library 2018
572 21 49 00 Library Services	001 000 572 General Fund	59.00	1 Yr Library 2018 / Martha Diamond
15814 02/13/2018 02/13/2018 3611	Drain-Pro Inc	340.69	Drain Cleaning: Unclogged Shower Drain - Community Center Women's Restroom
518 30 48 01 Rep & Maint - Rec Bldg	001 000 518 General Fund	340.69	Drain Cleaning: Unclogged Shower Drain - Community Center Women's Restroom (Service Date: 01/10/18)

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Pay # Received Date Due 15815 02/13/2018 02/13/2018 5859	Vendor Dynamic Language		Memo Spanish Interpreter
512 50 41 03 Prof Srvs - Interpreter	001 000 512 General Fund	100.69	Spanish Interpreter (12/13/17 1.75 Hrs + Mileage) Case No. 7Z0297334
512 50 41 03 Prof Srvs - Interpreter	001 000 512 General Fund	47.14	Spanish Interpreter (01/03/18 1 Hr + Mileage) Case No. 7Z1133051
15816 02/13/2018 02/13/2018 5859	Dynamic Language	112.47	Spanish Interpreter
512 50 41 03 Prof Srvs - Interpreter	001 000 512 General Fund	67.47	Spanish Interpreter (12/27/17 1 Hr + Mileage) Case No. 7Z0729342
512 50 41 03 Prof Srvs - Interpreter	001 000 512 General Fund	45.00	Spanish Interpreter (12/27/17 1 Hr) Case No. 7Z1130931
15894 02/13/2018 02/13/2018 6995	Endicott, Cynthia J.	377.30	Silver Sneakers Yoga Instruct & Chair Yoga
571 20 49 06 Instructor Fees	001 000 571 General Fund	377.30	Silver Sneakers Yoga Instruct & Chair Yoga (01/01/18 - 01/31/18)
15763 02/13/2018 02/13/2018 3638	Fircrest Golf Club	1,250.00	Golf Tank Land Rental
534 10 45 01 Land Rental/Water Tank	425 000 534 Water Fund (de	1,250.00	Golf Tank Land Rental (Feb 2018)
15817 02/13/2018 02/13/2018 5368	Gollinger, Barbara	44.32	Wellness Council Of America / Nutrition Posters
517 90 31 01 Health Program - Supplies	001 000 517 General Fund	44.32	Wellness Council Of America / Nutrition Poster Series (Set Of 10 Posters) - Barb Gollinger
15818 02/13/2018 02/13/2018 3668	Gray Lumber Company Inc	363.60	Cedar Posts (Quantity: 6) - Street Signs
542 30 31 02 Oper Supplies - Street Reg	101 000 542 City Street Fund	363.60	12-Foot Cedar Posts (Quantity: 6) - Street Signs
15819 02/13/2018 02/13/2018 6774	Greenleaf Landscaping 1 Inc	8,408.34	Prune Crimson Sentry Maples - Emerson Island & Prune Cherry Trees - Regengts Blvd
542 80 48 00 Street Tree Maintenance (c	101 000 542 City Street Fund	538.51	Prune Crimson Sentry Maples & Clean-Up Island -
542 80 48 00 Street Tree Maintenance (c	101 000 542 City Street Fund	7,869.83	Emerson Island Prune Regents Blvd Cherry Trees, Haul Away Debris, Clean Planting Strips Along Regents/Orchard/Alameda
15884 02/13/2018 02/13/2018 3672	Guardian Security Inc	81.77	Padlocks - Parks
576 80 31 02 Oper Supplies - Parks	001 000 576 General Fund	81.77	Padlocks (1 Box Of 6 Padlocks) - Parks
15820 02/13/2018 02/13/2018 7919	Hamel, Sarah	59.00	1 Yr Library 2018
572 21 49 00 Library Services	001 000 572 General Fund	59.00	1 Yr Library 2018 / Sarah Hamel
15896 02/13/2018 02/13/2018 7924	Hassing, Jacob	270.00	Basketball Referee / Scorekeep (22.50 Hrs)

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15908 02/13/2018	02/13/2018 6785	Larsen Sign Company Inc	1 274 84	Vehicle Lettering Packages (Quantity: 2) - Police
343 40 00 0	00 Storm Drain Fees & Charge 10 Sale Of Water 10 Sewer Revenues	415 000 340 Storm Drain 425 000 340 Water Fund (de 430 000 340 Sewer Fund (de	-14.16 -16.12 3.86	
15810 02/01/2018	02/13/2018 3009	Kim, Ji Sook	26.42	07-00098.1 - 1501 COTTONWOOD AVE
576 80 48 0	0 Rep & Maint - Parks	001 000 576 General Fund	1,987.00	P#51 Pool Leak Evaluation & Overall Safety Aspect (Professional Services Through 12/31/17) Task Order No. 2017-004 "Construction Observer Charges & Trenchless Pipe Repairs"
15872 02/13/2018	02/13/2018 3751	KPG, PS	1,987.00	P#51 Pool Leak Evaluation (Through 12/31/17) Task Order No. 2017-004
518 30 48 0	2 Rep & Maint - City Hall	001 000 518 General Fund	400.00	Indoor Air Quality Assessment - City Hall Vault "Air Quality Testing"
15829 02/13/2018	02/13/2018 7907	Jose Technologies Inc	400.00	Indoor Air Quality Assessment - City Hall Vault
554 30 41 0	0 Animal Control	001 000 554 General Fund	415.98	02/2018 Contract Billing "Boarding Fee"
15907 02/13/2018	02/13/2018 4131	Humane Society - Tacoma	415.98	02/2018 Contract Billing
542 30 31 0	2 Oper Supplies - Street Reg	101 000 542 City Street Fund	36.45	Sign Posts (Quantity: 3) - Street
542 30 31 0	2 Oper Supplies - Street Reg	101 000 542 City Street Fund	31.04	Marking Paint (Florescent Green, Caution Blue, White) - Street
535 80 31 0	0 Oper Supplies - Sewer Gen	430 000 535 Sewer Fund (de	31.05	Marking Paint (Florescent Green, Caution Blue, White) - Sewer
534 80 31 0	2 Oper Supplies - Water	425 000 534 Water Fund (de	45.98	Bottled Water (12 Cases) 24 Pack / 1/2 Liter Bottles - Water
534 80 31 0	2 Oper Supplies - Water	425 000 534 Water Fund (de	31.05	Marking Paint (Florescent Green, Caution Blue, White) - Water
15828 02/13/2018	02/13/2018 3692	Home Depot Credit Services	175.57	Bottled Water, Marking Paint, Sign Posts
548 65 48 1	4 O & M - Wtr/Swr	501 000 548 Equipment Ren	10.98	#29147D (Atlas Generator) Antifreeze- Wtr / Swr
15827 02/13/2018	02/13/2018 3692	Home Depot Credit Services	10.98	#29147D (Atlas Generator) Antifreeze
	1 Oper Supplies - Water Main 1 Other Improvements Water	425 000 534 Water Fund (de 426 000 594 Water Improvei		Crushed Rock - Weathervane Drive Water Main Crushed Rock - Yard / Projects
15826 02/13/2018	02/13/2018 3690	Holroyd Co Inc	4,048.83	Crushed Rock
571 20 41 0	11 Referees/Basketball	001 000 571 General Fund	270.00	Basketball Referee / Scorekeep (22.50 Hrs) 01/06/18 - 01/20/18

15908 02/13/2018 02/13/2018 6785

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Larsen Sign Company Inc

1,274.84 Vehicle Lettering Packages (Quantity: 2) - Police

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594 48 64 08 Police - ERR Capital	501 000 548 Equipment Ren	1,274.84	Vehicle Lettering Packages Applied To New 2018 White Ford Interceptors (Quantity: 2) - Police "Gerber Edge Printed Reflective Stripes"
15885 02/13/2018 02/13/2018 7921	Lawson IV, Owen	29.50	1/2 Library 2018
572 21 49 00 Library Services	001 000 572 General Fund	29.50	1/2 Library 2018 / Owen Lawson IV
15909 02/13/2018 02/13/2018 3776	Lemay Mobile Shredding	88.31	Jan 2018 Shredding - Court
512 50 49 00 Miscellaneous - Court	001 000 512 General Fund	32.41	Jan 2018 Shredding (65 Gallon Cart) - Court (01/03/18)
512 50 49 00 Miscellaneous - Court 512 50 49 00 Miscellaneous - Court	001 000 512 General Fund 001 000 512 General Fund		Jan 2018 Shredding (Extra Box) - Court (01/03/18) Jan 2018 Shredding (65 Gallon Cart) - Court
			(01/10/18) "Rate Increase Per Notification"
15830 02/13/2018 02/13/2018 5079	Les Schwab Tires	175.34	#62852D (2017 Silverado Pick-Up) New Right Rear Tire, Balance, Mount
548 65 48 12 O & M - Street	501 000 548 Equipment Ren	175.34	#62852D (2017 Silverado Pick-Up) New Right Rear Tire, Balance, Mount "Tire Had Nail In Tread / Damaged Sidewall"
15807 02/13/2018 02/13/2018 317	Lockard, Susan L	168.00	Green River College / 2018 Water Certificate Renewals (Quantity: 4) Jeff Davis, Jim Marzano, Russ Parsons, Bryce Wakefield - Public Works "No City Visa Card Due To City Manager Changeover"
534 10 49 03 Dues, Member, Sub - Water	425 000 534 Water Fund (de	42.00	Green River College / 2018 Water Certificate Renewal - Jeff Davis (Sue Lockard) Confirmation No. GRCGR1000010996 (ID 3443)
534 10 49 03 Dues, Member, Sub - Water	425 000 534 Water Fund (de	42.00	Green River College / 2018 Water Certificate Renewal - Jim Marzano (Sue Lockard) Confirmation No. GRCGR1000010993 (ID 4790)
534 10 49 03 Dues, Member, Sub - Water	425 000 534 Water Fund (de	42.00	Green River College / 2018 Water Certificate Renewal - Russ Parsons (Sue Lockard) Confirmation No. GRCGR1000010995 (ID 3744)
534 10 49 03 Dues,Member,Sub - Water	425 000 534 Water Fund (de	42.00	Green River College / 2018 Water Certificate Renewal - Bryce Wakefield (Sue Lockard) Confirmation No. GRCGR1000010992 (ID 13218)
15831 02/13/2018 02/13/2018 3791	Lowe's Company-#338954	22.98	Corner Shelves (2) - City Hall Breakroom Remodel
518 30 31 04 Oper Sup/CH	001 000 518 General Fund	22.98	Corner Shelves (2) - City Hall Breakroom Remodel "Comcast Box & DVD Player Shelves"

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Accts Pay # Received Date Due	Vendor	Amount	Memo
15832 02/13/2018 02/13/2018 3791	Lowe's Company-#338954	60.91	Mounting Hardware & Screws - City Hall Breakroom Remodel
518 30 31 04 Oper Sup/CH	001 000 518 General Fund	60.91	Mounting Hardware: Cord, Braces, Screws, Washers Acron Nuts, Fender Washers - City Hall Breakroom Remodel " Microwave Wall Placement Parts"
15833 02/13/2018 02/13/2018 3791	Lowe's Company-#338954	16.70	Laminate Hand Saw, Masking Tape - City Hall Breakroom Remodel
518 30 31 04 Oper Sup/CH 518 30 35 00 Small Tools & Equip-Fac	001 000 518 General Fund 001 000 518 General Fund		Masking Tape - City Hall Breakroom Remodel Laminate Hand Saw - City Hall Breakroom Remodel
15886 02/13/2018 02/13/2018 3791	Lowe's Company-#338954	47.62	Cove Base Adhesive, Seam Roller, Water Hose
576 80 31 02 Oper Supplies - Parks	001 000 576 General Fund	47.62	Cove Base Adhesive, Goldenharvest Seam Roller, 50-Foot Water Hose - Parks
15834 02/13/2018 02/13/2018 318	Maenhout, Sherry L	118.64	The News Tribune / Subscription - Police
521 22 49 03 Dues, Memberships, Subscri	001 000 521 General Fund	118.64	The News Tribune / Subscription - Police (52 Weeks / 7 Days Per Week / Includes Bonus Editions) Sherry Maenhout
15902 02/13/2018 02/13/2018 7928	Manfred, Corrie L.	59.00	1 Yr Library 2018
572 21 49 00 Library Services	001 000 572 General Fund	59.00	1 Yr Library 2018 / Corrie Manfred
15821 02/13/2018 02/13/2018 7920	Milburn, Bobbie	59.00	1 Yr Library 2018
572 21 49 00 Library Services	001 000 572 General Fund	59.00	1 Yr Library 2018 / Bobbie Milburn
15871 02/13/2018 02/13/2018 319	Mims, Gary R	149.17	Eyewear Reimburse
518 30 20 00 Personnel Ben - Fac/Equip 542 80 20 00 Personnel Benefits-St Beau 548 65 20 00 Personnel Benefits 576 80 20 00 Personnel Benefits - Parks	001 000 518 General Fund 101 000 542 City Street Fund 501 000 548 Equipment Ren 001 000 576 General Fund	4.48 22.37	Eyewear Reimburse / Gary Mims - Facilities Eyewear Reimburse / Gary Mims - Beautification Eyewear Reimburse / Gary Mims - E.R.R. Eyewear Reimburse / Gary Mims - Parks
15700 02/13/2018 02/13/2018 3818	Mullan's Collision Center Inc	993.41	AEU1101 (Chevy Impala) Body Damage Repairs ''Branch Hit Police Chief's Vehicle''
548 65 48 08 O & M - Police	501 000 548 Equipment Ren	993.41	AEU1101 (Chevy Impala) Body Damage / Collision Repairs: Left Front Fender Repair & Refinish, Left Inner Skirt, Left Front & Rear Door Shells, Buff Scratches, Left Outer Mirror, Cover Car Exterior
15835 02/13/2018 02/13/2018 3818	Mullan's Collision Center Inc	1 108 40	#AFU1101 (Chevy Impala) Damage Repairs

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Accts Pay # Received Date Due	Vendor	Amount	Memo
548 65 48 08 O & M - Police	501 000 548 Equipment Ren	1,108.49	#AEU1101 (Chevy Impala) Damage Repairs: Front Bumper Cover, Bumper License Plate Panel, Headlamp Assembly, Refinish Radiator Panel, Labor (Reference Receipt #17521 From 12/26/17 - Insurance Recovery)
15913 02/13/2018 02/13/2018 3923	Orca Pacific Inc	163.20	Sodium Hypochlorite (Chlorine) - Well #8
534 80 31 03 Oper Supplies - Chlorine	425 000 534 Water Fund (de	163.20	Chlorine (55 Gallons) - Well #8 "Issue With Chlorinating System - Needed New Batch Of Chlorine"
15809 02/13/2018 02/13/2018 3958	PC Budget & Finance - Jail	1,622.20	Dec 2017 - Jail Services
523 60 50 01 Jail	001 000 523 General Fund	1,622.20	Dec 2017 - Jail Services (Occupancy) Bookings, Daily Fees, Sip's Fees "Sheriff Inmate Population Reporting System"
15808 02/13/2018 02/13/2018 3957	PC Budget & Finance	13,842.20	2017 Voter Maintenance Charge & Candidate Filing Adjustment
514 40 51 01 Special Elections & Voter I	001 000 511 General Fund	13,501.00	2017 Voter Maintenance / Cost Reimbursement 2017
514 40 51 01 Special Elections & Voter I	001 000 511 General Fund	502.00	- Auditor 2017 Voter Maintenance / Cost Reimbursement
514 40 51 01 Special Elections & Voter I	001 000 511 General Fund	-160.80	Equipment Reserve Account - Auditor 2017 Voter Maintenance / Elections Candidate Filing Fees (Distribution Per RCW) - Auditor
15887 02/13/2018 02/13/2018 3957	PC Budget & Finance	243.10	Jan 2018 Printing Charges
511 60 31 00 Office & Oper Sup - Legisl	001 000 511 General Fund	60.78	Business Cards - Hunter T George (Mayor)
511 60 31 00 Office & Oper Sup - Legisl	001 000 511 General Fund	60.77	Business Cards - Dennis Waltier (Mayor Pro Tempore)
511 60 31 00 Office & Oper Sup - Legisl	001 000 511 General Fund	60.77	Business Cards - William Jamie Nixon (Council Member)
518 10 34 02 Central Office Printing	001 000 518 General Fund	60.78	Business Cards - Jeff Grover (Parks & Recreation Director)
15874 02/13/2018 02/13/2018 3937	Pape & Sons Construction Inc	38,734.33	P#45 Progress Billing #3 (Alameda Liftstation)
594 35 63 01 Other Improvements Sewer	432 000 594 Sewer Improve	38,734.33	P#45 Progress Billing #3 (Alameda Liftstation Project) Work Done To 01/31/18
15811 02/13/2018 02/13/2018 3955	Petrocard Systems Inc	122.58	Gas / Fuel
548 65 31 14 Wtr/Swr Gas	501 000 548 Equipment Ren	122.58	Diesel Fuel - Wtr / Swr
15888 02/13/2018 02/13/2018 4828	Protect Youth Sports	99.50	Background Checks - Baskeball

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
-	518 11 41	00 Prof Svcs - Personnel	001 000 518 General Fund	99.50	Background Checks - Basketball
15867	02/13/2018	8 02/13/2018 3986	Puget Sound Energy, BOT-01H	231.04	Jan 2018 City Hall
	518 30 47	00 Public Utility Services - Cit	001 000 518 General Fund	231.04	PSE Gas - City Hall
15868	02/13/2018	8 02/13/2018 3986	Puget Sound Energy, BOT-01H	811.57	Jan 2018 Parks
	576 80 47	00 Public Utility Services - Pa	001 000 576 General Fund	811.57	PSE Gas - Parks
15869	02/13/2018	8 02/13/2018 3986	Puget Sound Energy, BOT-01H	56.19	Jan 2018 Public Works
		02 Public Utility Services/Bld <sub>a</sub>	415 000 531 Storm Drain		PSE Gas - Storm
		00 Utility Services/Building -	425 000 534 Water Fund (de		PSE Gas - Water
		00 Utility Services/Building -	430 000 535 Sewer Fund (de		PSE Gas - Sewer
	542 30 47	02 Electricity & Gas/Bldg - St	101 000 542 City Street Fund	14.04	PSE Gas - Street
15836	02/13/2018	8 02/13/2018 3988	Puget Sound Finance Officers Assn	25.00	2018 Dues / Finance Dept
	514 23 49	03 Dues, Memberships, Subscri	001 000 514 General Fund	25.00	2018 Dues / Finance Dept - Corcoran, Thomas
15812	02/13/2018	8 02/13/2018 5710	Rainier Connect	99.95	Internet Access Monthly Fee
	518 81 42	00 Communication - I/S	001 000 518 General Fund	99.95	Internet Access Monthly Fee (Feb 2018) - Cable Modem Service
15823	02/13/2018	8 02/13/2018 1752	Retzloff, Brian J.	59.00	1 Yr Library 2018
	572 21 49	00 Library Services	001 000 572 General Fund	59.00	1 Yr Library 2018 / Tammy Retzloff
15822	02/13/2018	8 02/13/2018 1083	Roberts*, Jon	59.00	1 Yr Library 2018
	572 21 49	00 Library Services	001 000 572 General Fund	59.00	1 Yr Library 2018 / Jon Roberts
15762	02/13/2018	8 02/13/2018 337	Roberts, Christopher	984.00	Reimburse College Level Class - Chris Roberts
	521 22 49	02 Reg & Tuition - Police	001 000 521 General Fund	984.00	Reimburse College Level Class - Chris Roberts (University Of Phoenix On-Line Course "Introduction To Forensics") 11/28/17 - 01/15/18
15875	02/13/2018	8 02/13/2018 7820	Roberts, John H	150.00	Hearing Care Reimburse
	521 22 20	00 Personnel Benefits - Police	001 000 521 General Fund	150.00	Hearing Care Reimburse - Officer John Roberts "Spouses Hearing Aid"
15837	02/13/2018	8 02/13/2018 4035	Sarco Supply	41.74	Laundry Soap
	518 30 31	03 Oper Sup/PWF	001 000 518 General Fund	41.74	Laundry Soap - Public Works
15838	02/13/2018	8 02/13/2018 4035	Sarco Supply	451.32	Bathroom Cleaner, Liners, Disinfect Wipes, Towels, Bath Tissue

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5				
	518 30 31 03 Oper Sup/PWF	001 000 518 General Fund	211.19	Bathroom Cleaner, Liners, Disinfect Wipes, Towels Public Works
	518 30 31 04 Oper Sup/CH	001 000 518 General Fund	240.13	Towels, Bath Tissue, Disinfect Wipes - City Hall
15889	9 02/13/2018 02/13/2018 4035	Sarco Supply	106.82	Nail Brush, Pine Disinfect Cleaner, Floor Cleaner
	576 80 31 02 Oper Supplies - Parks	001 000 576 General Fund	106.82	Nail Brush, Pine Disinfect Cleaner, Rinse Free Floor Cleaner - Parks
15839	9 02/13/2018 02/13/2018 6088	Sentinel Pest Control Inc	192.33	Extended Rodent Coverage - Public Works (01/08/18) Replenished 7 Bait Stations, Cleared T-Rex & Traps "No Activity", Treated Perimeter With General Pest Control, Front Building Spider Web Removal
	531 50 48 00 Rep & Maint - Storm	415 000 531 Storm Drain	48.08	Extended Rodent Coverage - Storm
	534 50 48 01 Rep & Maint - Water Main	425 000 534 Water Fund (de		Extended Rodent Coverage - Water
		430 000 535 Sewer Fund (de 101 000 542 City Street Fund		Extended Rodent Coverage - Sewer Extended Rodent Coverage - Street
		-	40.00	Extended Rodent Coverage - Street
15840	0 02/13/2018 02/13/2018 4056	Sherwin-Williams Company	33.98	Languid Blue Paint (1 Quart), Refuge Blue Paint (1 Quart), Paint Rollers, Paint Pads, Trays - City Hall Breakroom Remodel
	518 30 31 04 Oper Sup/CH	001 000 518 General Fund	33.98	Languid Blue Paint (1 Quart), Refuge Blue Paint (1 Quart), Paint Rollers, Paint Pads, Trays - City Hall Breakroom Remodel
15841	1 02/13/2018 02/13/2018 4056	Sherwin-Williams Company	168.79	Languid Blue Paint (2 Gallons), Refuge Blue Paint (1 Gallon), Drop Cloth, Masking Tape, Paint Brushes - City Hall Breakroom Remodel
	518 30 31 04 Oper Sup/CH	001 000 518 General Fund	168.79	Languid Blue Paint (2 Gallons), Refuge Blue Paint (1 Gallon), Drop Cloth, Masking Tape, Paint Brushes - City Hall Breakroom Remodel
15792	2 02/13/2018 02/13/2018 7308	SiteCrafting Inc	99.00	WordPress Managed Hosting (01/15/18)
	9       02/13/2018       02/13/2018       4035         576       80       31       02       Oper Supplies - Parks         9       02/13/2018       02/13/2018       6088         531       50       48       00       Rep & Maint - Storm         534       50       48       01       Rep & Maint - Water M         535       50       48       00       Rep & Maint - Stever M         542       30       48       01       Rep & Maint - Stever M         542       30       48       01       Rep & Maint - Stever M         542       30       48       01       Rep & Maint - Stever M         542       30       48       02/13/2018       4056         518       30       31       04       Oper Sup/CH         30       31       04       Oper Sup/CH         31       02/13/2018       02/13/2018       7308         518       30       31       04       Oper Sup/CH         32       02/13/2018       02/13/2018       7308         518       81       41       02       Web Design & Mainten         32       02/13/2018       02/13/2018       4065	001 000 518 General Fund	99.00	WordPress Managed Hosting (Bill Date: 01/15/18) "cityoffircrest.net"
15842	2 02/13/2018 02/13/2018 4065	Smith, Alling, P.S.	150.00	Judge Pro Tempore - Michaels
	512 50 41 02 Prof Srvs - Pro Temp Judge	001 000 512 General Fund	150.00	Judge Pro Tempore - Michaels (3 Hrs) 01/31/18
15910	0 02/13/2018 02/13/2018 4065	Smith, Alling, P.S.	150.00	Judge Pro Tempore - Michaels
	512 50 41 02 Prof Srvs - Pro Temp Judge	001 000 512 General Fund	150.00	Judge Pro Tempore - Michaels (3 Hrs) 02/07/18

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15843 02/13/2018 02/13/2018 4690	Sound Inspections LLC	1,859.94	01/01/18 - 01/31/18
524 20 41 01 Bldg Inspec/Plan Review	001 000 524 General Fund	1,859.94	01/01/18 - 01/31/18
15905 02/13/2018 02/13/2018 7749	Sound Uniform Solutions Inc	66.06	Embroidered Collar Brass, Name Tag, Arm Patches - Officer John Roberts
521 22 49 01 Uniforms/Clothing/Laundry	001 000 521 General Fund	66.06	Embroidered Collar Brass, Name Tag, Arm Patches Officer John Roberts
15793 02/13/2018 02/13/2018 326	Stahlnecker, Angelie	70.61	Eyewear Reimburse
524 20 20 00 Personnel Benefits - Buildi 558 60 20 00 Personnel Benefits - Planni	001 000 524 General Fund 001 000 558 General Fund		Eyewear Reimburse - Stahlnecker (Bldg) Eyewear Reimburse - Stahlnecker (Plng)
15844 02/13/2018 02/13/2018 4084	Staples Business Advantage	41.95	Black Phone Coil Cord, Electronics Duster/Wipes Combo, USB 10-Foot Cable
518 10 34 01 Central Office Supplies 518 10 35 00 Small Tools & Equip - Nor 531 50 35 00 Small Tools & Equip - Stor 534 10 35 00 Small Tools & Equip - Wat 535 10 35 00 Small Tools-Swr Admin	001 000 518 General Fund 001 000 518 General Fund 415 000 531 Storm Drain 425 000 534 Water Fund (de 430 000 535 Sewer Fund (de	7.69 1.90 1.90	Electronics Duster/Wipes - Central Supplies Black Phone Coil Cord - City Hall USB 10-Foot Cable - Storm Split USB 10-Foot Cable - Water Split USB 10-Foot Cable - Sewer Split
15845 02/13/2018 02/13/2018 4084	Staples Business Advantage	199.99	Kanteck 17-Inch LCD Privacy Filter, Gel Pens, Liquid Hi-Liter Pens, Manila End Tab Letter Size Folders
512 50 31 00 Office & Oper Sup-Court	001 000 512 General Fund	140.65	Gel Pens, Liquid Hi-Liter Pens, Manila End Tab
512 50 35 00 Small Tools & Equip-Cour	001 000 512 General Fund	59.34	Letter Size Folders - Court Kanteck 17-Inch LCD Privacy Filter (Quantity: 1) - Court (SAA No. 1614)
15846 02/13/2018 02/13/2018 4084	Staples Business Advantage	103.28	Monitor Arms (Quantity: 2)
	001 000 524 General Fund 001 000 558 General Fund		Monitor Arm - Building (SAA No. 1616) Monitor Arm - Planning (SAA No. 1615)
05       02/13/2018       02/13/2018       7749       Sor         521       22       49       01       Uniforms/Clothing/Laundry       Sta         93       02/13/2018       02/13/2018       326       Sta         524       20       20       00       Personnel Benefits - Buildii       558       60       20       00       Personnel Benefits - Planni       Sta         44       02/13/2018       02/13/2018       4084       Sta       Sta         518       10       34       01       Central Office Supplies       Sta         518       10       35       00       Small Tools & Equip - Non       Sta         531       50       Son       Small Tools & Equip - Non       Sta       Sta         535       10       35       00       Small Tools & Equip - Non       Sta         535       10       35       00       Small Tools & Equip - Non       Sta         535       10       35       00       Small Tools & Equip - Non       Sta         535       10       35       00       Small Tools & Equip - Non       Sta         512       50       31       00       Office & Oper Sup-Court       Sta     <	Summit Law Group	224.00	December 2017
521 22 41 00 Prof. Services/Consulting	001 000 521 General Fund	224.00	December 2017 Legal Counseling (Telephone Call With City Manager Regarding Police Labor Issues, Review & Revise Reply To Police Guild, E-Mail With City Manager Regarding Same) - Police
15847 02/13/2018 02/13/2018 4110	Superior Linen Service	70.30	01/04/18 Exchange Service
576 80 49 00 Miscellaneous - Parks	001 000 576 General Fund	70.30	01/04/18 Exchange Service

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15848 02/13/2018 02/13/2018 4110	Superior Linen Service	70.30	01/18/18 Exchange Service
576 80 49 00 Miscellaneous - Parks	001 000 576 General Fund	70.30	01/18/18 Exchange Service
15849 02/13/2018 02/13/2018 4328	Systems for Public Safety Inc	570.51	#52952D (2011 Crown Victoria) Replaced Drivers Seat Cushion, Lube, Oil, Filter, Replaced Battery Set Tire Pressures To Specifications & Calibrate Sensors
548 65 48 08 O & M - Police	501 000 548 Equipment Ren	570.51	#52952D (2011 Crown Victoria) Replaced Drivers Seat Cushion, Lube, Oil, Filter, Replaced Battery, Se Tire Pressures TO Specifications & Calibrate Sensor - Police
15850 02/13/2018 02/13/2018 4328	Systems for Public Safety Inc	131.18	#60943D (2016 Ford Interceptor) Lube, Oil, Filter, Reprogram Light Bar Pattern, Rotate Tires Front To Rear
548 65 48 08 O & M - Police	501 000 548 Equipment Ren	131.18	#60943D (2016 Ford Interceptor0 Lube, Oil, Filter, Regrogram Light Bar Pattern, Rotate Tires Front To Rear - Police
5851 02/13/2018 02/13/2018 4120	Tacoma Daily Index	305.94	P#49 Request For Bids - Ramsdell Street Water Line Replacement
594 34 63 02 Project Engineering Water	426 000 594 Water Improves	305.94	P#49 Request For Bids - Ramsdell Street Water Line Replacement (01/09/18 & 01/16/18)
15890 02/13/2018 02/13/2018 4120	Tacoma Daily Index	101.41	Ordinance 1611
511 60 41 01 Advertising - Legislative	001 000 511 General Fund	101.41	Ordinance 1611 "Land Development Amendments"
5891 02/13/2018 02/13/2018 4120	Tacoma Daily Index	34.37	Ordinance 1613
511 60 41 01 Advertising - Legislative	001 000 511 General Fund	34.37	Ordinance 1613 "Solid Waste Collection Rates"
5852 02/13/2018 02/13/2018 4133	Tacoma Rubber Stamp	70.02	Name Plates - Council Members George, Nixon, Viafore, Waltier
511 60 31 00 Office & Oper Sup - Legisl	001 000 511 General Fund	17.50	Name Plate - Council Member Hunter T George (Mayor)
511 60 31 00 Office & Oper Sup - Legisl	001 000 511 General Fund		Name Plate - Council Member William Jamie Nixon
511 60 31 00 Office & Oper Sup - Legisl 511 60 31 00 Office & Oper Sup - Legisl	001 000 511 General Fund 001 000 511 General Fund		Name Plate - Council Member David M Viafore Name Plate - Council Member Dennis Waltier (Mayor Pro Tempore)
5853 02/13/2018 02/13/2018 4135	Tacoma Screw Products Inc	24.73	Steel Square Plate Washers (24), Heavy Hex Nut: (24), Hex Die Nut (1)

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	542 63 31	00 Oper Supplies - Street Ligh	101 000 542 City Street Fund	24.73	Steel Square Plate Washers (24), Heavy Hex Nuts (24), Hex Die Nut (1) - Street Light Post Installation Materials
15876	02/13/2018	8 02/13/2018 4139	Tapco Visa Card	363.32	Video Only / 43'' Flat Screen TV - Youth Room
	571 10 31	03 Youth Supplies	001 000 571 General Fund	363.32	Video Only / 43" Flat Screen TV (2017 Model) LG Electronics Model No. 43UJ6300 4K Ultra High Definition Smart LED Television (SAA No. 1619) - Parks & Recreation Youth Room
15877	02/13/2018	8 02/13/2018 4139	Tapco Visa Card	355.50	Holiday Goo / Candy Filled Plastic Eggs
	573 90 49	01 Community Events	001 000 573 General Fund	355.50	Holiday Goo / Candy Filled Plastic Eggs (Quantity: 3 Packs / 1,000 Per Pack) - Egg Hunt Supplies
15854	02/13/2018	8 02/13/2018 7239	Uline Shipping Supply Specialists	119.54	Pedestal Sign Holder - City Hall Lobby
	518 10 35	00 Small Tools & Equip - Non	001 000 518 General Fund	119.54	Black 11x17 Pedestal Sign Holder - City Hall Lobby (SAA No. 1617)
15855	02/13/2018	8 02/13/2018 7239	Uline Shipping Supply Specialists	119.54	Pedestal Sign Holder - City Hall Lobby
	518 10 35	00 Small Tools & Equip - Non	001 000 518 General Fund	119.54	Black 11x17 Pedestal Sign Holder - City Hall Lobby (SAA No. 1618)
15856	02/13/2018	8 02/13/2018 4176	Univar USA Inc	2,661.12	Sodium Fluoride (Quantity: 40 Bags)
	534 80 31	01 Fluoride	425 000 534 Water Fund (de	2,661.12	Sodium Fluoride / Well Sites (Fluoride Treatment)
15857	02/13/2018	3 02/13/2018 4177	University Place Radiator	129.58	#63581D (2017 Silverado) LOF & #62852D (2017 Silverado) LOF
	548 65 48	12 O & M - Street	501 000 548 Equipment Ren	64.79	#62852D (2017 Chevy Silverado) Lube, Oil, Filter "Jeff" - Street
	548 65 48	14 O & M - Wtr/Swr	501 000 548 Equipment Ren	64.79	#63581D (2017 Chevy Silverado) Lube, Oil, Filter "Russ/Roger" - Wtr / Swr
15858	02/13/2018	8 02/13/2018 4179	Unum Life Insurance Company of America	46.80	Retired Benefits (Jan 2018)
	521 22 20	02 LEOFF I Long Term Care ]	001 000 521 General Fund	46.80	Retired Benefits (Jan 2018)
15859	02/13/2018	8 02/13/2018 4179	Unum Life Insurance Company of America	46.80	Retired Benefits (Feb 2018)
	521 22 20	02 LEOFF I Long Term Care ]	001 000 521 General Fund	46.80	Retired Benefits (Feb 2018)
15870	02/13/2018	8 02/13/2018 4180	Utilities Underground	29.26	Jan 2018 Locates
		00 Miscellaneous - Water 00 Miscellaneous - Sewer	425 000 534 Water Fund (de 430 000 535 Sewer Fund (de		Jan 2018 Locates - Water Jan 2018 Locates - Sewer

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15900 02/13/2018 02/13/2018 4188	Verizon Wireless LLC	321.67	Share Plan (14 Phones)
513 10 42 00 Communication - Admin 518 30 42 00 Communication - Fac/Equi 521 22 42 00 Communication - Police 576 80 42 00 Communication - Parks	001 000 513 General Fund 001 000 518 General Fund 001 000 521 General Fund 001 000 576 General Fund	39.49 191.59	Administration - City Manager Facilities - (3) Staff Police - Chief, Sergeant, (7) Officers Parks - Maintenance Supervisor
5860 02/13/2018 02/13/2018 339	Villamor, John	10.00	Crisis Intervention Training / Lunch Meal
521 22 43 00 Travel - Police	001 000 521 General Fund	10.00	Crisis Intervention Training / Lunch Meal - Sergeand Villamor (01/25/18) "Washington State Criminal Justice Training Center" Tacoma, WA
5864 02/13/2018 02/13/2018 4208	WASPC	120.00	2018 Dues (01/02/2018 - 01/01/2019)
521 22 49 03 Dues, Memberships, Subscri	001 000 521 General Fund	120.00	2018 Dues (Active Dues Category B) - Chief "Washington Association Of Sheriffs & Police Chiefs"
5880 02/07/2018 02/13/2018 7330	Walker, Rick	230.00	05-01940.0 - 1014 CORONA DR
343 10 00 00 Storm Drain Fees & Charg 343 40 00 00 Sale Of Water 343 50 00 00 Sewer Revenues	415 000 340 Storm Drain 425 000 340 Water Fund (de 430 000 340 Sewer Fund (de	-47.16 -54.92 -127.92	
15861 02/13/2018 02/13/2018 361	Walston, Vicky	39.64	Fed Ex / Map Copies
531 50 49 03 Printing & Binding-Storm	415 000 531 Storm Drain	39.64	Fed Ex / 24x36 Map Copies (Quantity: 8) - Vicky Walston
5862 02/13/2018 02/13/2018 361	Walston, Vicky	146.48	Wellness Luncheon Foodstuff (01/25/18) Menu: Spaghetti, Salad, French Bread
517 90 31 01 Health Program - Supplies	001 000 517 General Fund	57.38	Wellness Luncheon Foodstuff (01/25/180 - Vicky Walston (Costco / Casear Salad Kits, Parmesan Cheese, Dixie Plates, Spaghetti Sauce)
517 90 31 01 Health Program - Supplies	001 000 517 General Fund	42.81	Wellness Luncheon Foodstuff (01/25/18) - Vicky Walston (Safeway / Olives, Sauce, Barilla Pasta, Ground Beef, Mushrooms, Onions)
517 90 31 01 Health Program - Supplies	001 000 517 General Fund	27.85	Wellness Luncheon Foodstuff (01/25/18) - Vicky Walston (Fred Meyer / Drumsticks)
517 90 31 01 Health Program - Supplies	001 000 517 General Fund	18.44	Wellness Luncheon Foodstuff (01/25/18) - Vicky Walston (Fred Meyer / Garlic Bread, French Bread)
15863 02/13/2018 02/13/2018 361	Walston, Vicky	46.43	Wellness Luncheon Supplies (12/15/17) Menu: Taco Bar, Holiday Punch, Dessert

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517 90 31 01 Health Program - S	Supplies 001 000 517	General Fund	46.43	Wellness Luncheon Supplies (12/15/17) - Vicky Walston (Walmart / Tablecloths, Orange Juice, Simply Lemon, Ground Beef, Cucumbers)
15865 02/13/2018 02/13/2018 4231	Water Mgmt Labs Inc		287.00	Coliform, Fluoride
534 80 41 00 Water Testing	425 000 534	Water Fund (de	287.00	Coliform, Fluoride
15895 02/13/2018 02/13/2018 7925	White, Giovonni		204.00	Basketball Referee / Scorekeep (17 Hrs)
571 20 41 01 Referees/Basketbal	001 000 571	General Fund	204.00	Basketball Referee / Scorekeep (17 Hrs) 01/27/18 - 02/03/18
15824 02/13/2018 02/13/2018 7356	Wilson, Rob Roy		59.00	1 Yr Library 2017
572 21 49 00 Library Services	001 000 572	General Fund	59.00	1 Yr Library 2018 / Rob Wilson
15866 02/13/2018 02/13/2018 4252	Wimbles Logging & Tre	ee	857.22	Remove Fir Tree - 1550 Weathervane Drive
534 50 48 01 Rep & Maint - Wat	ter Main 425 000 534	Water Fund (de	857.22	Remove Fir Tree (1), Chip & Haul Brush, Cut Wood 16" & Leave Lay, Grind Stump 4-6" Below Ground Level & Leave Chips Lay - 1550 Weathervane Drive
15892 02/13/2018 02/13/2018 4256	Winning Seasons		114.30	Championship Shirts - Men's Basketball
571 20 49 08 Adult Basketball	001 000 571	General Fund	114.30	Championship Shirts - Men's Basketball
15898 02/13/2018 02/13/2018 3645	Wright Express FSC, W	/EX BANK	2,784.73	Gas / Fuel
548 65 31 06 Facilities Gas 548 65 31 08 Police Gas 548 65 31 11 Parks/Rec Gas 548 65 31 12 Street Gas 548 65 31 14 Wtr/Swr Gas	501 000 548 501 000 548 501 000 548	Equipment Ren Equipment Ren Equipment Ren Equipment Ren Equipment Ren	1,793.77 143.43 426.37	Facilities Gas Police Gas Parks Gas Street Gas Wtr / Swr Gas
		– Report Total:	244,400.24	
	Fund		,	
	<ul> <li>001 General Fund</li> <li>101 City Street Fund</li> <li>415 Storm Drain</li> <li>425 Water Fund (department)</li> <li>426 Water Improvement Fund</li> <li>430 Sewer Fund (department)</li> <li>432 Sewer Improvement Fund</li> <li>501 Equipment Rental Fund</li> </ul>	35,805.58 10,631.97 225.21 14,064.87 2,405.90 70,378.17 38,734.33 72,154.21		

City Of Fircrest MCAG #: 0583		Time:	13:26:28	Date: Page:	02/08/2018 18	
Accts Pay # Received Date Due	Vendor	Amou	int Memo			
This report has been reviewed by:						
REMARKS:	Signature & Title	Date				

#### CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

Mayor Hunter T. George called the regular meeting to order at 7:00 P.M. and led the Pledge of Allegiance. Councilmembers David M. Viafore, Shannon Reynolds, Brett Wittner, Blake Surina, Hunter T. George, Denny Waltier, and Jamie Nixon were present.

#### PRESIDING OFFICER'S REPORT

George submitted an agenda modification to add a proposed resolution regarding proposed changes to state legislation relating to annexation. George reported that he, City Manager Pingel, and Parks and Recreation Director Grover met with the Names Foundation regarding the Community Center and Pool project. George indicated that the Foundation was very interested in the project and asked the City to keep them apprised of the project's progress. George shared that there was proposed state legislation requesting funding for additional classes at the law enforcement academy, and stated he could send a letter to the delegation in support of this legislation. Chief Cheesman stated that the Pierce County Chief's Association was also in support of this legislation. Reynolds requested to add an item under Committee, Commission and Liaison Reports for the Pierce Council Regional Council report.

#### CITIZEN COMMENTS FOR ITEMS NOT ON THE AGENDA

George invited public comment. None were provided.

#### COMMITTEE, COMMISSION, AND LIAISON REPORTS

#### A. Administration

Waltier indicated that he and the Mayor were scheduled to meet with Pingel weekly. Waltier reported on the pool repair progress and stated that the blockage removal in the pool line was successful and that the next step would be to do a pipe insert and make the pipe sound. Waltier stated that this particular fix, due to where the leaks are located, would only be guaranteed for two summer seasons, which would give the City time to strategize a plan of action for a more permanent solution.

#### B. Environment, Planning and Building

Reynolds indicated that she had not met with Planning and Building Administrator Stahlnecker and would meet prior to the upcoming Council/Planning Commission joint meeting.

#### C. Finance, IT, Facilities

Nixon reported that W-2 forms have been completed and distributed to employees, and stated that beginning of the year budget amendments, including the rolled over budgeted 2017 amount for the Whittier gazebo roof, would be brought to Council soon. Nixon reported that IT staff was working on replacing the police server, and stated that Chromebooks had been ordered for councilmembers who had already expressed interest and recommended councilmembers who would like one to notify staff. Nixon indicated that City computers will be replaced this year per the ERR schedule, and that Facilities staff was working on the City Hall breakroom upgrades and 2018 projects list. Councilmember Viafore commented on promoting businesses within the City whenever possible as it related to bidding opportunities.

#### **D.** Parks and Recreation

Wittner stated that in addition to the pool repair updated provided by Waltier, the City was preparing for the upcoming Daddy Daughter on February 16<sup>th</sup>.

#### E. Pierce County Regional Council

Reynolds reported that the Pierce County Regional Council (PCRC) Annual Meeting of the General Assembly was scheduled for February 15<sup>th</sup> and was an opportunity for all elected officials to participate and adopt the annual work program. Reynolds reported that at PCRC January 18<sup>th</sup> meeting, she was asked if Fircrest had a position on the Tacoma-Ruston land annexation issue, to which Reynolds replied that the City had not issued an official statement at that time. Reynolds reported that there would be renovations to a Pierce Transit park and ride facility at the Tacoma Dome that may affect Fircrest residents. Reynolds stated that she volunteered to serve on the PCRC Operations Committee and was appointed to represent PCRC on the Puget Sound Regional Council Economic Development Board. Reynolds reported on the vision statement of the PCRC and of proposed legislation that would preempt cities from making rules against selling marijuana.

#### **CONSENT CALENDAR**

George requested the City Clerk read the Consent Calendar as follows: approval of Voucher No. 210665 through Voucher No. 210729 in the amount of \$766,578.73; approval of Payroll Check No. 13049 through Payroll Check No. 13054 in the amount of \$97,411.13; approval of Payroll Check No. 13055 in the amount of \$466.21; approval of the January 9, 2018 regular Council meeting minutes; and approval of the January 16, 2018 special meeting minutes. **Reynolds MOVED to approve the Consent Calendar as read; seconded by Wittner.** George removed the January 9, 2018 regular meeting minutes for discussion and to be voted on separately. <u>The Motion Carried Unanimously</u>. George brought attention to a scrivener's error in the January 9, 2018 regular meeting minutes, which included the misplacement of public comments within the document. **Viafore MOVED to approve the January 9, 2018 regular meeting minutes**; **seconded by Reynolds**. <u>The Motion Carried Unanimously</u>.

#### **PUBLIC HEARING**

No public hearing was scheduled.

#### **UNFINISHED BUSINESS**

There was no unfinished business.

#### **NEW BUSINESS**

#### A. Ordinance: Proposed Solid Waste Rate Adjustment

Pingel briefed the Council on the proposed ordinance setting new solid waste rates due to the disposal fee adjustment and the annual CPI adjustment. Pingel stated that the notice of public hearing was advertised in the December 29, 2017 Tacoma Daily Index and that no public comments were received during the January 9, 2018 public hearing. Wittner MOVED to adopt Ordinance No. 1613, amending Ordinance No. 1595 and Fircrest Municipal Code 6.08.130 relating to the schedule of rates and charges for solid waste collection; seconded by Viafore. George invited councilmember comment; Reynolds stated that the disposal fee increased from \$153.48 to \$157.38 per ton (\$3.90 per ton). George invited public comment; none were provided. The Motion Carried Unanimously.

#### B. Motion: Bond Counsel Services Engagement Letter

Pingel briefed the Council on the proposed engagement letter with Foster Pepper PLLC for the issuance of bonds to finance the costs of rehabilitating and improving the City's Pool and Community Center. Pingel stated Foster Pepper attorney Lindsay Coates was present and

available for questions. Viafore MOVED to authorize the City Manager to sign an engagement letter with Foster Pepper PLLC for bond counsel services; seconded by Nixon. George invited Coates to brief the Council; Coates provided the historical background of bond counsel and today's role of bond counsel, and provided an overview of what bond counsel services included. Wittner inquired about the fee schedule for issued bonds in excess of \$10 million; Coates indicated the fee would be negotiable, flexible, and would be determined. Wittner inquired how prevalent the services of bond counsel was in the region; Coates stated there were a couple of firms in the state of Washington that specialize in providing bond counsel. George reiterated that there would be no upfront cost to the City in authorizing the engagement letter and costs would be included in the bond if the City proceeded with a bond offering. George inquired about what would happen in the scenario if the City proceeded with a bond ballot and the voters denied the measure; Coates replied that as long as the City continued to move forward with the project, and the City continued to utilize Foster Pepper services for financing, they would still have the opportunity to recoup their costs. George invited councilmember comment; none were provided. George invited public comment; none were provided. The Motion Carried Unanimously.

#### C. Motion: Architectural Firm for Design Services Recommendation

Pingel briefed the Council on the RFQ interview committee's recommendation to award the RFQ for architectural services for the rebuild or renewal of the Community Center and Pool to ARC Architects and to authorize the City Manager to enter into contract negations accordingly. Pingel indicated a total of four firms sent in RFQ proposals and that the interview committee, comprised of the City Manager, Parks and Recreation Director, Public Works Director, and Councilmembers Surina, Waltier, and Reynolds, held interviews on December 13 and 14, 2017. **Reynolds MOVED to authorize the City Manager to enter into contract negotiations with ARC Architects for architectural services for the Community Center and Pool project; seconded by Waltier**. George invited councilmember comment; Surina stated he was very pleased with the quality of presentations that were made and that ARC was able to build upon its previous work with the City with its knowledge of the hydrology and history of the City. George and Waltier stated they were impressed with ARC's experience and previous work with the City. George invited public comment; none were provided. The Motion Carried Unanimously.

#### D. Presentation: Community Center and Pool Bond Financial Information

Pingel introduced Jim Nelson from D.A. Davidson who presented voted bond information, which included a background on types of bonds, estimated payments, case examples, bond rating grades, financial management policy, ballot measure preparation recommendations, and a suggested timeline. There was a brief discussion on the estimated payments scenarios and schedules for a \$4 million bond:

- 20-years/Level Debt the tax levy impact would be \$0.33 per \$1,000 of assessed valuation, which would equate to \$8.13 monthly increase in real estate taxes on a home valued at \$300,000.
- 20-years/Level Levy 2.5% assumed annual assessed value growth rate the tax levy impact would be \$0.26 per \$1,000 of assessed valuation, which would equate to \$6.52 monthly increase in real estate taxes on a home valued at \$300,000.
- 10-years/Level Debt the tax levy impact would be \$0.55 per \$1,000 of assessed valuation, which would equate to \$13.76 monthly increase in real estate taxes on a home valued at \$300,000.

• 30-years/Level Debt – the tax levy impact would be \$0.26 per \$1,000 of assessed valuation, which would equate to \$6.49 monthly increase in real estate taxes on a home valued at \$300,000.

Nelson indicated the City had adequate debt capacity, with a \$20 million of debt capacity with voter approval for parks and open space, and the City's bond rating would fall in the AA high investment grade. Nelson stated the City could update its financial management policies to help achieve higher investment grade. Finance Director Corcoran indicted updating the financial management policies were a staff goal for 2018. There was a brief discussion on preparing for a ballot measure, which included filing dates, validation requirements, and voter education. Nelson stated that bond proceeds must be spent on capital improvements and spent within 36 months from the delivery date; Coates indicated that the Internal Revenue Service may question the reasonable expectation in the form of an audit and the City would have to restrict the types of investments the bond proceeds are in in the meantime, and added that the City should be careful in crafting the description of the project as voted bond proceeds could only be used for the purpose that was voted on. There was a brief discussion on issuing bonds in series and Nelson recommended one or two series for a bond issue of this project's size as to minimize the number of fixed costs (rating fees). Wittner inquired whether the November election is a feasible timeline; Nelson stated it was achievable and inquired whether the City was prepared to do the necessary outreach to garner voter support. Nelson stated that City officials, including councilmembers, could only present the facts and could not promote the ballot measure. There was a general consensus to keeping the project a Council priority and to be flexible with the timing of the bond as the pool repairs would allow the City to develop a strategy for an outreach and voter education plan.

#### E. Resolution: Opposition to House Bill 2880 and Senate Bill 6487

Pingel presented the proposed resolution to address the proposed state legislation that would create a provision that allows property to be annexed from one city or town to another city or town without approval from the legislative body of the city or town from which the territory would be taken. Viafore MOVED to approved Resolution No. 1519, opposing House Bill 2880 and Senate Bill 6487, regarding annexation without proper approval from the local governing body or its residents; seconded by Waltier. George invited councilmember comment; Nixon recused himself for the discussion and vote per his workplace ethic rules. Nixon departed at 8:33 P.M. Councilmembers expressed their concerns over the proposed legislation and their support for the proposed resolution. George invited public comment; none were provided. The Motion Carried Unanimously (6-0). Nixon returned 8:46 P.M.

#### **CITY MANAGER COMMENTS**

Pingel indicated that the beginning of the year budget amendment would be brought to Council soon and would include an additional \$2,000 for the purchase of a park mower as the bids came in higher than the \$28,000 budgeted amount, and a rollover amount of \$6,000 for Whittier gazebo roof. Pingel stated that he was in communications with Senator O'Ban's office for the submittal of the capital budget request for the Community Center and Pool project. Pingel briefed the Council on the Chromebooks and the general consensus was to purchase them as needed.

#### **DEPARTMENT HEAD COMMENTS**

None provided.

#### **COUNCILMEMBER COMMENTS**

- Nixon stated his concerns over the six-year legal debate that has cost county taxpayers over \$600,000 regarding the disclosure of text messages on Pierce County Prosecutor Mark Lindquist's private phone.
- Surina commented on unleashed dogs in Fircrest Park and requested the Finance Director to provide information on the City's reserves.
- Waltier commented on the passing of Fircrest resident Albert Niebergall.
- Wittner thanked staff on distributing the AWC Scholarship Fund opportunity.
- Reynolds commented on the Washington State Archives Local Records Grant Program and public records training opportunities.
- Viafore commended the quality of work done on the tree trimming on Regence Boulevard and to staff on the development of Resolution No. 1519. Viafore commented on the lack of coordination on the scheduling of the Council photograph session and outdated content on the Fircrest Investment Committee webpage.
- George thanked staff on the Community Center and Pool information and Resolution No. 1519. George stated his intent was not to walk on agenda items on a regular basis as to not compromise the public notification process unless absolutely necessary. George indicated he was coordinating with staff on adding content on the City's website that have citizen interest (i.e., Community Center and Pool project, NewCold Warehouse project). George passed on compliments he received regarding the Fircrest Municipal Court's passport services. George commented on the date scheduled Council photography session, and staff indicated there was an error of the scheduled date sent out in the notification and that staff would notify the Council with the correct date.

#### **EXECUTIVE SESSION**

There was none.

#### **ADJOURNMENT**

Viafore MOVED to adjourn the meeting at 9:03 P.M., seconded by Waltier. <u>The Motion</u> <u>Carried Unanimously</u>.

Hunter T. George, Mayor

Jessica Nappi, City Clerk

#### February 6, 2018

#### CALL TO ORDER, PLEDGE OF ALLEGIANCE AND ROLL CALL

City Clerk Nappi called the Fircrest City Council and Planning Commission joint meeting to order at 6:00 P.M. and led the pledge of allegiance. Councilmembers David M. Viafore, Brett Wittner, Blake Surina, and Jamie Nixon were present. Mayor Hunter T. George, Mayor Pro Tempore Denny Waltier, and Councilmember Shannon Reynolds were absent and excused. Commissioners Karen Patjens, Kathy L. McVay, Kenneth Halgren, and Cameron McGinnis. Commissioner Arne Michaelsen was absent and excused.

Nappi requested a motion to appoint a Mayor Pro Tempore for the meeting due to the absence of the George and Waltier. Surina MOVED to appoint Councilmember Viafore as Mayor Pro Tempore for tonight's meeting only; seconded by Wittner. <u>The Motion Carried Unanimously</u>.

Reynolds arrived at 6:05 P.M.

#### LEGISLATIVE VERSUS QUASI-JUDICIAL

Building and Planning Administrator Stahlnecker briefed the City Council and Planning Commission on the goals of the meeting, which included providing the two bodies an opportunity to discuss items of common interest and review community visioning as it related to the Commercial Mixed Use (CMU) and Neighborhood Commercial zones. Stahlnecker provided an overview of the difference between legislative and quasi-judicial decisions as well as the roles and responsibilities of staff, Planning Commission, and City Council.

#### **COMMERCIAL MIXED USE**

Stahlnecker provided an overview of the CMU zone area, which included a map showing the designated CMU areas, zoning and design guidelines - noting this district provides for a broad mix of uses that provide services for residents and the surrounding community and that the maximum height is 44 feet; 55 feet with underground parking. Principal Planner Boers provided an update on the 2017 University Place Subarea Plan in terms of long range planning and the bordering commercial areas impacting the City of Fircrest. Boers provided a briefing on the background, the University Place Regional Growth Center (RGC) vision statement, and the three districts within the RGC. Boers focused on the Northeast Mixed Use District (adjacent to the Fircrest-University Place cityline) and provided a background on the district's existing conditions, assets and opportunities, and proposed zoning focused on creating new employment opportunities. Boers stated that this district includes two zones: Mixed Use Residential and Employment Mixed Use - both of which have maximum 75 foot height limits. Stahlnecker initiated a discussion on the Fircrest Commercial Mixed Use areas and solicited councilmember and commissioner input on the future of the area, ways to maximize economic value of uses, height limit increases for multi-use buildings, changes to permitted uses, and design standards considerations. The discussion included coordinating with adjacent localities for planning, maintaining the essence of "Fircrest" in future design standards, housing and economic development opportunities, increasing the height restrictions, mitigating traffic forecasts, partnering with property owners and business owners with properties prime for redevelopment, and educating Fircrest citizens about University Place long range plans and its impact to Fircrest.

#### NEIGHBORHOOD COMMERCIAL

Stahlnecker provided a briefing on Neighborhood Commercial zone area, which included a map showing the designated CMU areas, zoning and design guidelines – noting this district provides for small-scale retail convenience goods and personal services primarily for the daily needs of nearby neighborhoods and is more pedestrian oriented. Stahlnecker initiated a discussion on the Fircrest Neighborhood Commercial areas and solicited councilmember and commissioner input on the future of the area, increasing the height limit, expanding liquor to allow lounges and brew pubs, expanding the area from the north side of Regents Boulevard across from the lower business district, expanding business times, and design standard considerations. The discussion included the traffic enforcement and street calming techniques, and the pros and cons of a brew pub and expanding business times in the morning, angled parking on Bowes Drive, and opportunities for redevelopment in the Lower Business District.

#### **HEARING EXAMINER**

Stahlnecker provided a briefing on possibly establishing a hearing examiner system, inquiring if there was interest among the City Council and Planning Commission in using a hearing examiner for quasi-judicial applications in place of the planning commission. Stahlnecker indicated hearing examiners are typically a hired land use attorney, reduce liability, and that costs should be weighed against the costs of land use appeals and damage claims. Stahlnecker stated that a hearing examiner would not take away the City Council's say in local decision making, and that it was a recommendation made by the City's environmental legal counsel.

Reynolds departed at 7:31 P.M.

The discussion included further investigating the pros and cons of such a system, staff providing educational and training opportunities to the Commissioners including bringing the City's environmental legal counsel regularly, informing Fircrest residents, Planning Commission, and City Council about roles and responsibilities, and staff providing data showing how many localities by population utilize a hearing examiner.

#### ADJOURNMENT

Wittner MOVED to adjourn the meeting at 7:58 P.M., seconded by Nixon. <u>The Motion</u> <u>Carried Unanimously</u>.

Hunter T. George, Mayor

Jessica Nappi, City Clerk

# NEW BUSINESS: Alameda Lift Station Project Close-Out ITEM 10A.

FROM: Jerry Wakefield, Public Works Director

#### **RECOMMENDED MOTION:** I move the City Council approve Close-Out Change Order #1 to Pape & Sons Construction, Inc. for the Alameda Lift Station project for the total contact price of \$401,684.50 including tax and acceptance of the project.

**PROPOSAL:** The Council is being asked to approve the "close-out" change order that will result in acceptance of the contract amount of \$401,684.50 and extend the completion date to January 12, 2018. By this action, the completed project will be considered accepted.

**FISCAL IMPACT:** The fiscal impact of this change order is an acceptance of the final contact cost of \$401,684.50. There is sufficient money in the Capital Improvements Portion of the Budget, as the total project cost is at the budgeted amount. The original contract awarded by Council was for \$401,684.50 with an additional \$10,000 contingency allowance.

ADVANTAGE: This change order will close-out the project.

**DISADVANTAGES:** None.

ALTERNATIVES: None.

**HISTORY:** This project is to upgrade the Alameda lift station. The contract for this project was awarded to Pape & Sons Construction, Inc. for a total project cost of \$401,684.50 (including sales tax). Additionally, a contingency allowance of \$10,000 for unforeseen problems encountered during construction (such as utility conflicts, unsuitable subgrade/trench backfill material, etc.) was included.

The changes encounter on this project were more field directives not resulting in any change of contract amount. The project was delayed due to delivery issues associated with the cabinets, controls and pumps, and also some winter weather conditions, with substantial completion of the project on January 12, 2018 instead of December 28, 2017. The additional days were granted due to these conditions.

ATTACHMENT: Final Pay Request #3

#### MONTHLY PROGRESS BILLING

To:	City of Fircrest	From:	Pape & Sons Construction, Inc
	115 Ramsdell Street		9401 Bujacich Road, Suite 1A
	Fircrest, WA 98460		Gig Harbor, WA 98332
Project	: Alameda Lift Station Project		Phone: 253-851-6040 Fax: 253-851-3290

Estimate No. 3 Date: 01/31/18 [Work Done To: 01/31/18 [Pape Job # 767	Estimate No. 3	Date: 01/31/18	Work Done To: 01/31/18	Pape Job # 767
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Bid	Description			С	ontract Bid			Total C	Comp	lete to Date	Total P	revio	ously Billed	Total This Pay Period		
Item	Description	Units	QTY		Unit \$		Total Bid	Quantity		Payment	Quantity		Payment	Quantity		Payment
1	Mobilization	LS	1	\$	18,000.00	\$	18,000.00	1	\$	18,000.00	1	\$	18,000.00	0	\$	-
2	Temporary Traffic Control	LS	1	\$	6,000.00	\$	6,000.00	1	\$	6,000.00	0.8	\$	4,800.00	0.2	\$	1,200.00
3	Shoring & Trench Safety	LS	1	\$	1,000.00	\$	1,000.00	1	\$	1,000.00	0.9	\$	900.00	0.1	\$	100.00
4	Temporary Erosion & Sediment Control	LS	1	\$	500.00	\$	500.00	1	\$	500.00	0.75	\$	375.00	0.25	\$	125.00
5	Lift Station Upgrades, Complete:															
5a	Line Stop	LS	1	\$	16,000.00	\$	16,000.00	1	\$	16,000.00	1	\$	16,000.00	0	\$	-
5b	Temporary Bypass	LS	1	\$	14,000.00	\$	14,000.00	1	\$	14,000.00	0.9	\$	12,600.00	0.1	\$	1,400.00
5c	Demolition & Site Prep	LS	1	\$	8,500.00	\$	8,500.00	1	\$	8,500.00	1	\$	8,500.00	0	\$	-
5d	Lift Station	LS	1	\$	54,000.00	\$	54,000.00	1	\$	54,000.00	0.9	\$	48,600.00	0.1	\$	5,400.00
5e	Generator	LS	1	\$	34,000.00	\$	34,000.00	1	\$	34,000.00	1	\$	34,000.00	0	\$	-
5f	Site Piping & Improvements	LS	1	\$	93,000.00	\$	93,000.00	1	\$	93,000.00	1	\$	93,000.00	0	\$	-
5g	Electrical Improvements	LS	1	\$	36,000.00	\$	36,000.00	1	\$	36,000.00	1	\$	36,000.00	0	\$	-
5h	Instrumentation & Controls	LS	1	\$	62,000.00	\$	62,000.00	1	\$	62,000.00	0.9	\$	55,800.00	0.1	\$	6,200.00
5i	Startup & Testing	LS	1	\$	3,000.00	\$	3,000.00	1	\$	3,000.00		\$	-	1	\$	3,000.00
5j	Restoration	LS	1	\$	11,000.00	\$	11,000.00	1	\$	11,000.00		\$	-	1	\$	11,000.00
5k	Record Drawings	LS	1	\$	1,500.00	\$	1,500.00	1	\$	1,500.00		\$	-	1	\$	1,500.00
51	O&M's	LS	1	\$	2,000.00	\$	2,000.00	1	\$	2,000.00		\$	-	1	\$	2,000.00
5m	Site Cleanup & Demobilization	LS	1	\$	5,000.00	\$	5,000.00	1	\$	5,000.00		\$	-	1	\$	5,000.00
	Subtotal Due						\$365,500.00			\$365,500.00		\$328,575.00			\$36,925.00	
	Less 5% Retainage Sales Tax @	9.4%				\$34,357.00				(18,275.00)			(16,428.75)			(1,846.25)
	Sales Tax (after 4/1/17)	9.9%	(2707)				\$36,184.50		\$36,184.50			\$32,528.93				\$3,655.58
	TOTAL DUE						99,857.00 01,684.50			\$383,409.50			\$344,675.18			\$38,734.33

<b>NEW BUSINESS:</b>	Ramsdell Water Main Project Contract Award
<b>ITEM 10B.</b>	

FROM: Jerry Wakefield, Public Works Director

**RECOMMENDED MOTION:** I move the City Council to authorize the City Manager to award the contract for the Ramsdell Water Main Project to Pape & Sons Contractors, Inc. for \$421,179 plus a contingency amount of \$20,000 for a total of \$441,179 to prepare and execute the required contract documents, and to give the "Notice to Proceed" to commence construction of the project.

**PROPOSAL:** It is proposed that the City of Fircrest award the contract for the Ramsdell Water Main Project to Pape & Sons Contractors, Inc. for a total project cost of \$421,179 plus a contingency amount of \$20,000 for a total amount of \$441,179. This allows the City to complete both the base bid and alternate bid that extends the project from Alta Vista Pl. to San Juan Ave. By this action, the Council gives authorization to prepare and execute contract documents, and give the low bidder a "Notice to Proceed" with the work detailed in the plans and specifications.

**FISCAL IMPACT:** Eight bids were received and ranged from \$421,179 to \$614,429.47 including the base bid and alternate bid. The engineer's estimate was \$601,844.49. The budget amount for this project is \$380,000. An additional amount of \$61,179 would be needed to award this project with contingencies. To provide for this additional funds, the High Tank painting project with a capital budget amount of \$125,000 can be delayed until 2019.

**ADVANTAGE:** This bids were evaluated and found to be good bids. Since the base bid was under the budget amount and the alternate bid is needed to complete the project, Public Works recommends completing both the base bid and the alternate bid. This also allows for all of the older asbestos cement pipe to be replaced.

**DISADVANTAGES:** Since the base bid and alternate bid is over the budgeted amount, the project would require delaying the painting of the High Tank.

**ALTERNATIVES:** Award only the base bid at this time; however, this will require the alternate bid to be done later and possibly at a much high price. This alternative is not recommended.

**HISTORY:** This project is to replace aging water mains along Ramsdell St. that have failed twice and will continue to be a problem until the main is replaced. This project provides for construction of a new water main to replace the old asbestos cement pipe that has failed. The alternate bid allows the project to complete a tie in to San Juan Ave. and eliminate the rest of the asbestos cement pipe. It also provides for a grind and overlay of the Ramsdell St. as part of the restoration of the trenching. Due to the condition of the existing road only patching one lane of the road would be difficult to complete. Eight bids were received January 30, 2018; Pape & Sons presented the low responsive bid. Pape & Sons has also done prior projects with the City and those projects were successful and came in within the bid amount. Apex Engineering, the design engineer for this project, tabulated the bids and provided the attached bid tabulation. Apex also provided a letter of recommendation upon reviewing the bids received.

ATTACHMENTS: <u>Certified Bid Tabulation</u> <u>Apex Letter Recommendation for Award</u>

#### City of Fircrest

Ramsdell St Water Line Replacement

Bid Tab 34010 1/30/2018

4010 1/30/2018		Pape &	Sons	NOVA Contra	icting LLC	Miles Reso	urces LLC	Reed Tru	cking	Fenix Ear	thwork	Nisqually Cons	truction LLC	Kar-Vel Con	struction	NW Casca	de Inc.	Engineers	s Estimate		
Bid Items	Item Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Totai	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS	\$17,500.00	\$17,500.00	\$30,000,00	\$30,000_00	\$17,660.00	\$17,660.00	\$41,000.00	\$41,000.00	\$35,000.00	\$35,000,00	\$56,750.00	\$56,750.00	\$80,000_00	\$80,000.00	\$50,000_00	\$50,000.00	\$18,000.00	\$18,000_00
2	TESC	1	LS	\$500.00	\$500.00	\$1,600_00	\$1,600.00	\$4,350_00	\$4,350.00	\$2,200,00	\$2,200.00	\$3,500,00	\$3,500,00	\$1,950.00	\$1,950.00	\$2,000_00	\$2,000.00	\$5,000_00	\$5,000_00	\$3,000.00	\$3,000.00
3	Clearing and Grubbing	1	LS	\$1,000.00	\$1,000.00	\$2,400.00	\$2,400,00	\$1,110.00	\$1,110,00	\$2,500,00	\$2,500,00	\$5,000,00	\$5,000,00	\$4,500_00	\$4,500.00	\$9,000.00	\$9,000.00	\$10,800_00	\$10,800.00	\$1,000.00	\$1,000.00
4	Connection to Existing	4	LS	\$2,000.00	\$8,000,00	\$4,000.00	\$16,000.00	\$2,150.00	\$8,600.00	\$1,000.00	\$4,000_00	\$3,500,00	\$14,000_00	\$2,000_00	\$8,000.00	\$3,000.00	\$12,000.00	\$2,350 00	\$9,400.00	\$2,000.00	\$8,000.00
5	8" Waler Pipe	1,179	L,F	\$69.00	\$81,351.00	\$62.00	\$73,098,00	\$25 00	\$29,475.00	\$40.00	\$47,160.00	\$55.00	\$64,845.00	\$32.35	\$38,140.65	\$80.00	\$94,320.00	\$34_00	\$40,086.00	\$75,00	\$88,425.00
6	8" Gate Valves	8	Each	\$1,200,00	\$9,600.00	\$2,000_00	\$16,000.00	\$1,770.00	\$14,160.00	\$1,200.00	\$9,600.00	\$1,400,00	\$11,200,00	\$1,717.00	\$13,736.00	\$1,600.00	\$12,800,00	\$1,650.00	\$13,200.00	\$1,500.00	\$12,000_00
7	8"x4" Reducer	2	Each	\$150.00	\$300.00	\$300.00	\$600,00	\$190 00	\$380.00	\$450 00	\$900.00	\$400_00	\$800.00	\$178,00	\$356.00	\$150,00	\$300_00	\$300 00	\$600.00	\$300.00	\$600,00
8	8"x6" Reducer	1	Each	\$250.00	\$250.00	\$300_00	\$300.00	\$190_00	\$190.00	\$350.00	\$350.00	\$500.00	\$500,00	\$136.00	\$136.00	\$150,00	\$150.00	\$265,00	\$265.00	\$300.00	\$300,00
9	8"x8" Tee	1	Each	\$350 00	\$350,00	\$600 00	\$600,00	\$520 00	\$520,00	\$500.00	\$500.00	\$600.00	\$600.00	\$351,50	\$351,50	\$300,00	\$300.00	\$525.00	\$525.00	\$400.00	\$400.00
10	8"x6" Tee	2	Each	\$200.00	\$400,00	\$600.00	\$1,200.00	\$435 00	\$870.00	\$500.00	\$1,000,00	\$500_00	\$1,000.00	\$231,00	\$462,00	\$300,00	\$600.00	\$450,00	\$900.00	\$400.00	\$800.00
11	8" Cap	1	Each	\$100_00	\$100.00	\$300_00	\$300_00	\$280 00	\$280.00	\$200,00	\$200,00	\$300_00	\$300.00	\$97_25	\$97.25	\$100,00	\$100.00	\$200,00	\$200.00	\$100,00	\$100.00
12	8" Cross	1	Each	\$400.00	\$400.00	\$900.00	\$900,00	\$610.00	\$610.00	\$600.00	\$600_00	\$600_00	\$600,00	\$431_30	\$431.30	\$350,00	\$350.00	\$675.00	\$675.00	\$300.00	\$300.00
13	8" Tapping Tee	1	Each	\$5,000 00	\$5,000.00	\$900 00	\$900,00	\$6,000.00	\$6,000.00	\$7,000,00	\$7,000.00	\$5,500.00	\$5,500.00	\$5,575_15	\$5,575,15	\$2,500.00	\$2,500.00	\$5,800.00	\$5,800.00	\$4,000.00	\$4,000.00
14	8" Misc. Bends	3	Each	\$200.00	\$600,00	\$300.00	\$900,00	\$380,00	\$1,140.00	\$250.00	\$750,00	\$400_00	\$1,200.00	\$239,10	\$717,30	\$128,00	\$384.00	\$550,00	\$1,650.00	\$200.00	\$600,00
15	4" Misc_Bends	2	Each	\$100.00	\$200.00	\$300.00	\$600.00	\$260.00	\$560.00	\$200.00	\$400.00	\$200_00	\$400.00	\$139.50	\$279.00	\$70.00	\$140.00	\$485.00	\$970_00	\$200.00	\$400.00
16	Services	23	Each	\$2,000,00	\$46,000.00	\$1,200.00	\$27,600.00	\$2,430.00	\$55,890.00	\$1,200.00	\$27,600.00	\$1,300_00	\$29,900.00	\$981,10	\$22,565,30	\$1,800.00	\$41,400.00	\$2,100.00	\$48,300.00	\$1,250.00	\$28,750_00
17	Air Vac Assembly	3	Each	\$3,000,00	\$9,000.00	\$2,000.00	\$6,000.00	\$3,730,00	\$11,190.00	\$2,000.00	\$6,000.00	\$3,250.00	\$9,750.00	\$2,410.60	\$7,231,80	\$2,000 00	\$6,000.00	\$3,250,00	\$9,750.00	\$2,500.00	\$7,500.00
18	Fire Hydrant Installation	2	Each	\$2,400.00	\$4,800.00	\$6,500_00	\$13,000.00	\$2,710_00	\$5,420.00	\$3,000.00	\$6,000.00	\$5,750.00	\$11,500.00	\$935.00	\$1,870.00	\$5,000.00	\$10,000.00	\$2,800.00	\$5,600_00	\$500.00	\$1,000.00
19	Crushed Surfacing Top Course	1,400	Tons	\$16 00	\$22,400.00	\$5 00	\$7,000.00	\$29,25	\$40,950.00	\$40,00	\$56,000.00	\$30.00	\$42,000.00	\$19.85	\$27,790.00	\$1.00	\$1,400.00	\$32_00	\$44,800.00	\$50.00	\$70,000.00
20	Grind and Overlay	36,152	S.F.	\$1_60	\$57,843,20	\$1.80	\$65,073.60	\$1,25	\$45,190.00	\$2.00	\$72,304.00	\$2 25	\$81,342.00	\$2,15	\$77,726.80	\$2.00	\$72,304.00	\$2.00	\$72,304.00	\$3,80	\$137,377.60
21	Site Clean Up and Restoration	1	LS	\$16,000.00	\$16,000.00	\$2,400.00	\$2,400.00	\$58,000.00	\$58,000.00	\$22,000.00	\$22,000.00	\$5,000.00	\$5,000.00	\$28,000.00	\$28,000.00	\$45,000.00	\$45,000.00	\$80,000.00	\$80,000.00	\$9,000.00	\$9,000.00
22	Testing	1	LS	\$1,725.00	\$1,725.00	\$2,050.00	\$2,050.00	\$4,200 00	\$4,200.00	\$3,700.00	\$3,700.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00	\$11,143.25	\$11,143,25	\$3,500.00	\$3,500.00
23	Traffic Control	1	LS	\$2,200.00	\$2,200.00	\$42,000.00	\$42,000.00	\$41,600 00	\$41,600.00	\$42,000.00	\$42,000.00	\$10,000.00	\$10,000.00	\$70,250.00	\$70,250.00	\$35,000 00	\$35,000.00	\$45,000.00	\$45,000.00	\$16,000.00	\$16,000.00
24	Trench Safety Systems (Shoring)	2,948	SF	\$1.00	\$2,948.00	\$0,55	\$1,621.40	\$1,15	\$3,390.20	\$1.00	\$2,948.00	\$1,00	\$2,948.00	\$1.00	\$2,948.00	\$0.10	\$294,80	\$0,25	\$737,00	\$2.00	\$5,896.00

 SUBTOTAL
 \$288,467.20
 SUBTOTAL
 \$312,143.00
 SUBTOTAL
 \$351,735.20
 SUBTOTAL
 \$356,712.00
 SUBTOTAL
 \$346,885.00
 SUBTOTAL
 \$431,342.80
 SUBTOTAL
 \$457,705.25
 SUBTOTAL
 \$416,948.60

 SALES TAX (9.9%)
 \$28,558.25
 SALES TAX (9.9%)
 \$30,902.16
 SALES TAX (9.9%)
 \$34,814.27
 SALES TAX (9.9%)
 \$34,341.62
 SALES TAX (9.9%)
 \$38,101.54
 SALES TAX (9.9%)
 \$42,702.94
 SALES TAX (9.9%)
 \$45,312.82
 SALES TAX (9.9%)
 \$42,702.94
 SALES TAX (9.9%)
 \$45,312.82
 SALES TAX (9.9%)
 \$41,277.91

 GRAND TOTAL
 \$337,025.45
 GRAND TOTAL
 \$336,556.98
 GRAND TOTAL
 \$331,226.62
 GRAND TOTAL
 \$422,965.59
 GRAND TOTAL
 \$474,045.74
 GRAND TOTAL
 \$50,018.07
 GRAND TOTAL
 \$458,226.51

Alternate Bid Items				Pape & Sons		NOVA Contracting LLC		Miles Resources LLC		Reed Trucking		Fenix Earthwork		Nisqually Construction LLC		Kar-Vel Construction		NW Cascade Inc.		Engineers Estimate	
Item #	Item Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Connection to Existing	з	LS	\$2,000_00	\$6,000.00	\$4,000_00	\$12,000.00	\$2,630.00	\$7,890.00	\$1,000_00	\$3,000.00	\$3,500_00	\$10,500.00	\$2,000.00	\$6,000.00	\$3,000_00	\$9,000.00	\$3,850.00	\$11,550,00	\$2,000.00	\$6,000.00
2	8" Water Pipe	533	L,F.	\$69.00	\$36,777.00	\$138 <sub>-</sub> 00	\$73,554.00	\$26.00	\$13,858.00	\$40_00	\$21,320.00	\$55,00	\$29,315.00	\$33_00	\$17,589.00	\$80,00	\$42,640.00	\$34.00	\$18,122.00	\$75.00	\$39,975.00
3	8" Gate Valves	5	Each	\$1,200.00	\$6,000.00	\$2,000,00	\$10,000.00	\$1,770.00	\$8,850.00	\$1,200.00	\$6,000.00	\$1,400.00	\$7,000.00	\$1,725,00	\$8,625.00	\$1,600.00	\$8,000.00	\$1,650_00	\$8,250.00	\$1,500.00	\$7,500.00
4	8"x8" Tee	2	Each	\$350.00	\$700.00	\$600.00	\$1,200.00	\$520,00	\$1,040.00	\$500,00	\$1,000.00	\$600.00	\$1,200.00	\$351.60	\$703.20	\$300_00	\$600.00	\$710.00	\$1,420.00	\$400.00	\$800.00
5	8" Tapping Tee	1	Each	\$5,000.00	\$5,000.00	\$900.00	\$900.00	\$5,870,00	\$5,870.00	\$7,000.00	\$7,000.00	\$5,500,00	\$5,500.00	\$5,600.00	\$5,600.00	\$2,500.00	\$2,500.00	\$5,800.00	\$5,800.00	\$4,000.00	\$4,000.00
6	8"x6" Reducer	1	Each	\$250_00	\$250.00	\$300.00	\$300.00	\$190.00	\$190.00	\$350.00	\$350.00	\$500,00	\$500.00	\$136.00	\$136.00	\$150_00	\$150.00	\$250,00	\$250.00	\$300.00	\$300.00
7	8" Misc. Bends	3	Each	\$200.00	\$600.00	\$300.00	\$900.00	\$380.00	\$1,140.00	\$250.00	\$750.00	\$400.00	\$1,200.00	\$401,25	\$1,203.75	\$140.00	\$420.00	\$550.00	\$1,650.00	\$200.00	\$600.00
8	6" Misc. Bends	1	Each	\$100.00	\$100.00	\$300.00	\$300.00	\$310.00	\$310.00	\$250_00	\$250.00	\$350,00	\$350.00	\$161,15	\$161.15	\$90.00	\$90.00	\$575.00	\$575.00	\$200.00	\$200.00
9	Services	7	Each	\$2,000.00	\$14,000.00	\$1,200.00	\$8,400.00	\$2,430.00	\$17,010.00	\$1,200.00	\$8,400.00	\$1,300.00	\$9,100.00	\$1,158.95	\$8,112.65	\$1,900.00	\$13,300.00	\$2,100.00	\$14,700.00	\$1,250.00	\$8,750.00
10	Air Vac Assembly	1	Each	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$3,730.00	\$3,730.00	\$2,000 00	\$2,000.00	\$3,250.00	\$3,250.00	\$2,410.60	\$2,410.60	\$2,000.00	\$2,000.00	\$3,250.00	\$3,250,00	\$2,500.00	\$2,500.00
11	Crushed Surfacing Top Course	624	Tons	\$16.00	\$9,984.00	\$5,00	\$3,120_00	\$29_25	\$18,252.00	\$40.00	\$24,960.00	\$30.00	\$18,720.00	\$19,85	\$12,386.40	\$1,00	\$624.00	\$32,00	\$19,968.00	\$50.00	\$31,200.00
12	Grind and Overlay	6,892	S.F.	\$1.60	\$11,027.20	\$1.90	\$13,094.80	\$1.25	\$8,615.00	\$2.00	\$13,784.00	\$2,25	\$15,507.00	\$2.25	\$15,507.00	\$2.00	\$13,784.00	\$2,25	\$15,507.00	\$3.80	\$26,189.60
13	Trench Safety Systems (Shoring)	1,333	SF	\$1.00	\$1,333.00	\$0.65	\$866.45	\$1.15	\$1,532.95	\$1.00	\$1,333.00	\$1.00	\$1,333.00	\$1.00	\$1,333.00	\$0.10	\$133.30	\$0.25	\$333.25	\$2.00	\$2,666.00

	LES TAX (9.9%) \$8,740.51 SALES T	TAX (9.9%) \$8,924.55 *SALES 1	La contra traditional de la contra	SUBTOTAL <u>\$79,767.75</u> LES TAX (9.9%) <u>\$7,897.01</u> S, <b>SRAND TOTAL <u>\$87,664.76</u></b>	ALES 1 GRA
\$421,179.00 \$482,217.30	\$483,585.44	\$491,098.04	\$494,945.64	\$510,630.35	

 SUBTOTAL
 \$93,241.30
 SUBTOTAL
 \$101,375.25
 SUBTOTAL
 \$130,680.60

 LES TAX (9.9%)
 \$9,230.89
 SALES TAX (9.9%)
 \$10,036.15
 SALES TAX (9.9%)
 \$12,937.38

 GRAND TOTAL
 \$102,472.19
 GRAND TOTAL
 \$111,411.40
 GRAND TOTAL
 \$143,617.98

\$576,517.93

\$614,429.47

\$601,844.49



2601 South 35<sup>th</sup> Street, Suite 200 Tacoma, WA 98409

(253) 473-4494 Phone (253) 473-0599 Fax

January 31, 2018

Jerry Wakefield, PE Public Works Director City of Fircrest 115 Ramsdell Street Fircrest, WA 98466

Reference: Ramsdell St. Water Line Replacement Project Apex Job No.: 34010

Jerry:

Eight bids were received and reviewed for the Ramsdell St. Water Line Replacement Project. A Bid Tab was prepared and a copy is attached. The low bid was submitted by Pape & Sons Construction, Inc. with a base bid of \$317,025.45 and an alternate bid of \$104,153.55, therefore a total amount of \$421,179.20. The company included the correct forms and bond. The review of their experience and references indicates that they are capable of completing the work.

Therefore, we would recommend that the contract be awarded to Pape & Sons Construction, Inc.

Should you have any questions and/or comments regarding this recommendation, please contact me.

Sincerely,

Kimberly Savage, P.E. Project Manager

Attachments: Bid Tabulation

I:\34010\Docs-Reports\Documents\34010\_bid recommendation\_013018.doc



# NEW BUSINESS:Communications Site Lease Agreement Amendment – Golf CourseITEM 10C.Tank

FROM: Scott Pingel, City Manager

**RECOMMENDED MOTION:** I move to adopt Resolution No\_\_\_\_\_, authorizing the City Manager to execute an amendment to the May 30, 2006 Communication Site Lease Agreement with Sprint Spectrum Realty Company, LLC for the Golf Course Tank site.

**PROPOSAL:** The Council is being asked to authorize the City Manager to execute an amendment to the May 30, 2006 Communication Site Lease Agreement with Sprint Spectrum Realty Company, LLC for the Golf Course Tank site to increase the monthly rent at this site to \$1,902.

**FISCAL IMPACT:** The amendment provides for an increase in monthly rent at the site in the amount of \$500/month. The current amount of rent at this site per the original agreement is \$1,402/month.

**ADVANTAGE:** This amendment allows for minor changes to the site, not impacting the use of the tank site. It also provides the City with additional income for the Water fund.

#### **DISADVANTAGES:** None.

**ALTERNATIVES:** Not to provide for the amendment and leave the site per the original agreement. This might encourage the lease to move from the site and the City would lose the rental income.

**HISTORY:** The City has an existing agreement on this site dated May 30, 2006. Sprint representatives approached the City to update and modify their equipment on the site. As part of the modifications additional space of approximately 100 square feet was needed to accommodate the new equipment. As a result, the City negotiated this amendment to allow the additional space and modifications and increase the rent based on the additional space. As part of the negotiations, the City staff researched other sites for comparable rent and found this increase in rent to be in line with the rental of similar sites.

ATTACHMENTS: <u>Resolution</u> <u>Lease Amendment</u>

1	CITY OF FIRCREST RESOLUTION NO.						
2	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF						
3	FIRCREST, WASHINGTON AUTHORIZING THE CITY						
4 5	MANAGER TO EXECUTE AN AMENDMENT TO THE MAY 30, 2006 COMMUNICATION SITE LEASE AGREEMENT WITH SPRINT SPECTRUM REALTY COMPANY, LLC FOR THE GOLF COURSE TANK SITE.						
6							
7 8	<b>WHEREAS</b> , the City of Fircrest has a communications site lease agreement effective May 30, 2006 with Sprint Spectrum Realty Company, LLC (then Clearwire LLC) for placement of communications antennas and related equipment; and						
9	WHEREAS, the current amount of rent at this site is \$1,402 per month; and						
10 11	WHEREAS, Sprint Spectrum Realty Company, LLC wishes to amend the contract to include additional space of approximately 100 square feet to accommodate updated and modified equipment; and						
12	WHEREAS, as part of the negotiations, City staff researched other sites for comparable						
13	rent to establish a monthly rent increase at the site in the amount of \$500 per month to allow the additional space and modifications. Now, Therefore,						
14	BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST:						
15	<b>Section 1.</b> The City Manager is hereby authorized and directed to execute an amendment						
16 17	to the May 30, 2006 Communication Site Lease Agreement with Sprint Spectrum Reality Company, LLC for the Golf Course Tank site to increase the monthly rent at this site to \$1,902.						
18 19	<b>APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF</b> <b>FIRCREST, WASHINGTON,</b> at a regular meeting thereof this 13 <sup>th</sup> day of February, 2018.						
20	APPROVED:						
21							
22							
23	Hunter T. George, Mayor						
24	ATTEST:						
25							
26	Jessica Nappi, City Clerk						
27							
28	APPROVED AS TO FORM:						
29							
30	Michael B. Smith, City Attorney						
31	Page 1 of 1						
32							



January 26, 2018

City of Fircrest Attn: City Manager 115 Ramsdell Fircrest, WA, 98466

Sprint Site Name/Number: SE52XC249 Site Address: 6520 Regents Rd Fircrest, WA, 98466

#### RE: Amendment to Communication Site Sublease Agreeement

Dear Sir or Madam:

The enclosed documents are being provided to you in connection with the above referenced site:

#### 1. <u>Amendment to SE52XC249 with Memorandum of Lease</u> (two originals):

□ Complete the signature block with signature, name, title, and date in the presence of Notary Public

(Only authorized signatories may sign on behalf of an entity)

A pre-paid Federal Express return addressed envelope is included for your convenience. *Please return one* (1) signed fully executed amendment to Md7 within the next three days.

If you have any questions regarding the enclosed documents, please contact me at (858) 291-1910 or by email at ldandrea@md7.com.

Sincerely,

Ly D'an

Lyndsay D'Andrea, Project Manager Md7, LLC Enclosures

#### Site Name: NW Fircrest GC

#### FIRST AMENDMENT TO COMMUNICATION SITE SUBLEASE AGREEEMENT (WATER TANK)

This First Amendment to Communication Site Sublease Agreement (Water Tank) (this "Amendment"), effective as of the date last signed below ("Effective Date"), amends a certain Communication Site Sublease Agreement (Water Tank) dated May 30, 2006, between Sprint Spectrum Realty Company, LLC (formerly a limited partnership), a Delaware limited liability company, successor-in-interest to Sprint Spectrum L.P., a Delaware limited partnership, successor-in-interest to Clear Wireless LLC, a Nevada limited liability company, formerly known as Clearwire LLC, a Nevada limited liability company ("Tenant"), and City of Fircrest, a municipal corporation of the State of Washington ("Owner" or "Landlord"), (the "Agreement").

#### BACKGROUND

WHEREAS, Tenant and Landlord desire to modify certain provisions of the Agreement as provided below.

#### AGREEMENT

For good and valuable consideration the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. <u>Premises</u>. The fourth sentence of Section 1 of the Agreement entitled "Premises" is deleted and replaced with the following:

Subject to the provisions of Paragraph 2 below ("Effective Date/Due Diligence Period"), Owner hereby subleases to Tenant and Tenant subleases from Owner approximately 100 square feet of Land and space adjacent to and/or on the Water Tank and all access and utility easements necessary or desirable thereof (collectively, "Premises") as may be described generally in Exhibit B annexed hereto.

2. <u>Modification to the Premises</u>. Exhibit B to the Agreement is hereby amended to include the modifications identified on Exhibit B-1, a copy of which is attached and made a part hereof. Exhibit B-1 supplements Exhibit B to the Agreement, and is not deemed to supersede or otherwise modify Exhibit B or any part thereof except to the extent specifically set forth in Exhibit B-1. Upon full execution of this Amendment, Tenant is permitted to do all work necessary to prepare, maintain and alter the Premises to install or otherwise modify the Tenant Facilities, all as more fully described and contemplated in Exhibit B-1.

3. <u>Modification to Rent</u>. As additional consideration for the modification and other rights set forth in this Amendment, starting on the date that is 30 days after the start of construction of the modifications to the Tenant Facilities, the monthly rent will be increased by Five Hundred and No/100 Dollars (\$500.00).

4. <u>Notice Address</u>. The notice addresses in Section 17 of the Agreement or referenced therein for the party or parties listed below are hereby deleted in their entirety and replaced with the following:

To Tenant:	Sprint Property Services Sprint Site ID: SE52XC249 Mailstop KSOPHT0101-Z2650 6391 Sprint Parkway
With a mandatory copy to:	Overland Park, Kansas 66251-2650 Sprint Law Department Sprint Site ID: SE52XC249 Attn.: Real Estate Attorney Mailstop KSOPHT0101-Z2020 6391 Sprint Parkway Overland Park, Kansas 66251-2020

#### 5. General Terms and Conditions.

a. All capitalized terms used in this Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.

b. In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions herein will control. Except as set forth herein, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.

c. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original.

d. Each of the parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment.

e. The parties shall execute concurrently with this Amendment a recordable Memorandum of Amendment attached to this Amendment as Exhibit C-1, which Tenant may record at its own expense in the real property records where the Premises is located.

#### **\*\*\*SIGNATURES ON FOLLOWING PAGE\*\*\***

The parties have executed this Amendment as of the Effective Date.

, 201

#### Landlord:

**Tenant:** 

City of Fircrest, a municipal corporation of the State of Washington

By:

Printed Name:

Title:

Date:

(Date must be completed)

Sprint Spectrum Realty Company, LLC, a Delaware limited liability company

By:

Mary Murdach Manager Printed Name:

Title:

Date:

(Date must be completed)

\*\*\*ALL SIGNATURES MUST BE ACKNOWLEDGED\*\*\* **\*\*\*ACKNOWLEDGEMENTS ON FOLLOWING PAGE\*\*\*** 

#### LANDLORD NOTARY BLOCK:

3.7

STATE OF

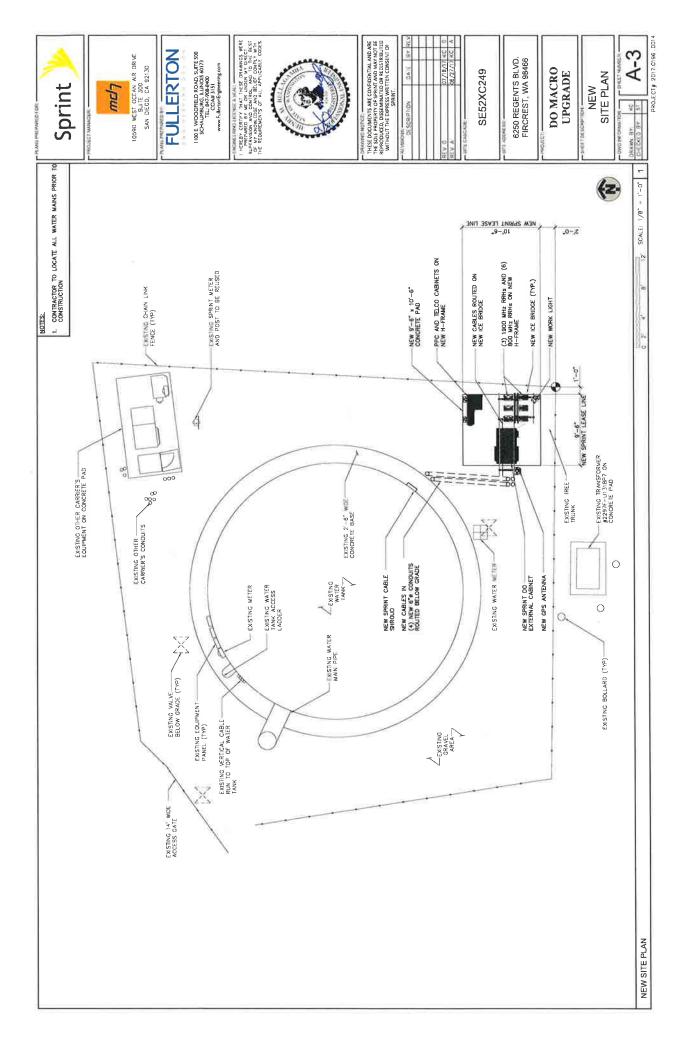
COUNTY OF

The foregoing instrument was <i>(choose one)</i> attested or acl	knowledged before me this day of
, 20, 0y (those one)	as an individual,, a
corporation, on behalf of the	the corporation, or partner or agent
on behalf of, a	partnership.
(AFFIX NOTARIAL SEAL)	(OFFICIAL NOTARY SIGNATURE) NOTARY PUBLIC STATE OF
My commission expires:	(PRINTED, TYPED OR STAMPED NAME OF NOTARY) COMMISSION NUMBER:
TENANT NOTARY BLOCK:	
STATE OF	
COUNTY OF	
	eknowledged before me thisas an individual,day of Aof
(AFEIOTNETARL SEAL)	(OFFICIAL NOTARY SIGNATURE) NOTARY PUBLIC STATE OF (FRINTED, TYPED OR STAMPED NAME OF NOTARY)
	4

Exhibit B-1

(Description of Premises)

#### [see attached]



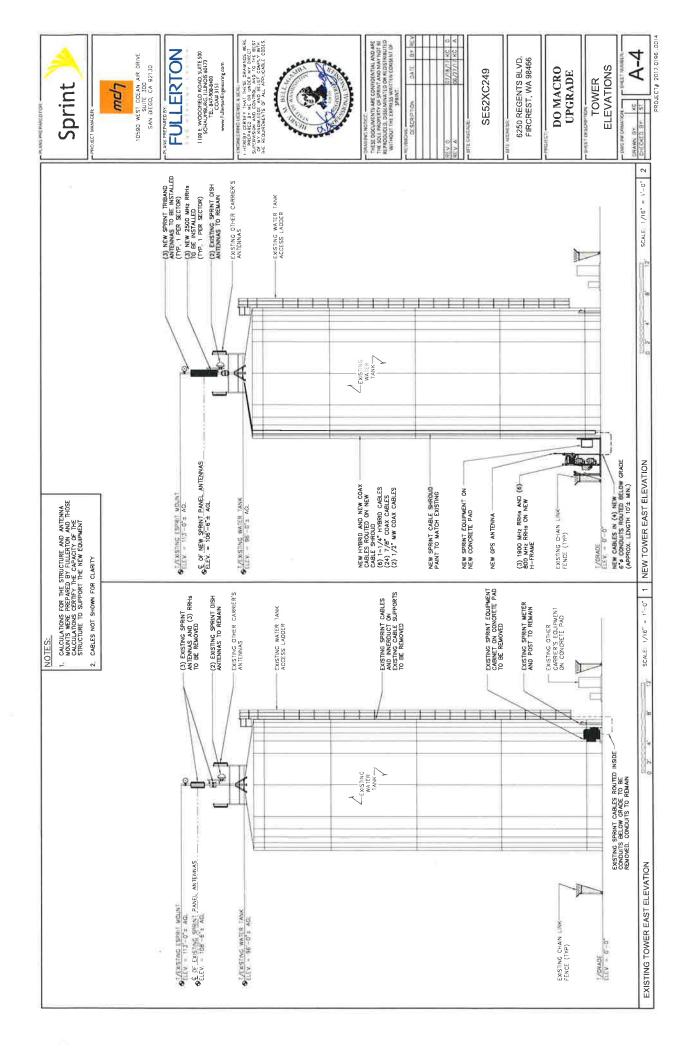


Exhibit C-1

(Memorandum of Amendment)

#### [see attached]

#### **RECORDING REQUESTED BY AND** WHEN RECORDED MAIL TO:

Sprint Contracts & Performance Mailstop KSOPHT0101-Z2650 6391 Sprint Parkway Overland Park, Kansas 66251-2650

[space above this line for Recorder's use]

#### MEMORANDUM OF AMENDMENT TO COMMUNICATION SITE SUBLEASE AGREEMENT

THIS MEMORANDUM ("Memorandum"), by and between City of Fircrest, a municipal corporation of the State of Washington ("Landlord") and Sprint Spectrum Realty Company, LLC, a Delaware limited liability company ("Tenant"), evidences the Communication Site Sublease Agreement (Water Tank) made and entered into between Landlord and Tenant, as successor-ininterest to Clearwire LLC, on May 30, 2006 ("Agreement Effective Date") (the "Agreement") has been amended by written agreement between the parties (the "Amendment"). The term "Agreement" hereinafter refers to and includes the Amendment.

The Agreement provides in part that Landlord leases to Tenant a portion of certain real property owned by Landlord and located at 6520 Regents Blvd, City of Fircrest, County of Pierce, State of Washington ("Property") for the purpose of installing, operating and maintaining a communications facility and other improvements. The Property is legally described in Exhibit A attached hereto. The portion of the Property leased to Tenant together with non-exclusive utility and access easements (the "Site") is further described in the Agreement.

The current five (5) year term of Tenant's lease and tenancy under the Agreement expires on June 15, 2021 and is subject to three (3) additional renewal terms of five (5) years each that may be exercised by Tenant.

#### SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year indicated below.

Landlord: **City of Fircrest**, a municipal corporation of the State of Washington

Tenant: Sprint Spectrum Realty Company, LLC, a Delaware limited liability company

By:	
	(please use blue ink)
Printed Name:	
Title:	
Date:	

By: <u>Maymudah</u> Printed Name: <u>Mary murdat</u> Title: <u>manajer</u> Date: <u>1123118</u> Date:

\_\_\_\_\_ initials: \_\_\_\_\_

initials:

#### LANDLORD NOTARY BLOCK:

STATE OF

COUNTY OF

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\_\_\_\_\_initials: \_\_\_\_\_

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#### EXHIBIT A TO MEMORANDUM OF AMENDMENT

#### [LEGAL DESCRIPTION OF PROPERTY]

The Land is described and/or depicted as follows (metes and bounds description):

#### APN: 0220113001, 0220113002, 0220113003

Portion of the west half of Section 11. Township 20 North, Range 2 East, W.M., in Pierce County, Washington, described as follows:

Beginning 30 feet east of the southwest corner of said Section; Thence east along the south line thereof, 1520 feet; Thence northwesterly 1345 feet, more or less, to the southwest corner of northeast quarter of southwest quarter of said Section; Thence east along south line of said subdivision, 659.59 feet; Thence north at right angle 730.84 feet, more or less, to a line running from the southwest corner of said northeast quarter of southwest quarter to the intersection of the north line of said northeast quarter of southwest quarter and the center line of Alameda Avenue as shown in Regents Park No. 2, according to the plat thereof recorded in Volume 9 of Plats, page 86, in Pierce County, Washington; Thence northeasterly 770 feet, more or less, to said intersection of north line of northeast guarter of southwest quarter with center line of said Alameda Avenue; Thence on said center line north 1300 feet, more or less, to southerly line of Regents Park-Day Island Boulevard as the same existed on August 16, 1943; Thence westerly along said southerly line of the boulevard to an intersection with the east line of Anderson-Pierce County Road; Thence south along said east line to a point of beginning; EXECEPT Alameda Avenue; ALSO EXCEPT that portion conveyed to Pierce County by deed recorded February 22, 1973 under Recording Number 2487184, described as follows:

The area bounded by circumference of a circle having a 20 foot radius and the semitangents of said circle. Said semi-tangents being the east right of way line of 67<sup>th</sup> Avenue West and the north right of way line of 35<sup>th</sup> Street West;

ALSO EXCEPT that portion conveyed to Pierce County by instrument recorded March 14, 1995, under Recording Number 9503140059; ALSO EXCEPT 35<sup>th</sup> Street West; ALSO EXCEPT any portion of said premises lying within Regents Boulevard (also known as Regents Park Day Island Blvd.).

initials:

\_initials: \_\_\_

**NEW BUSINESS:** AWC Employer Master Participation Agreement – Vision Plan ITEM 10D.

FROM: Scott Pingel, City Manager

**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_\_, authoring the City Manager to amend the agreement with the Association of Washington Cities (AWC) Employee Benefit Trust for the AWC Employer Master Participation Agreement to include the zero dollar copay Vision Services Plan.

**PROPOSAL:** The Council is being asked to approve the proposed resolution that would authorize an amendment to the Employer Master Participation Agreement with the Association of Washington Cities to include the zero dollar copay Vision Services Plan (VSP) for City of Fircrest employees and their families.

**FISCAL IMPACT:** Per the attached rates breakdown, the \$0 copay plan would require an additional \$3,999.60 be added to the budget. The \$10 copay plan would require an additional \$2,827.44 be added to the budget. The \$25 copay plan would require an additional \$1,354.32 be added to the budget, and the Low Option Plan would basically be a wash, costing just an additional \$31.68.

**ADVANTAGE:** By adding VSP, employees will receive coverage for a vision exam, lenses, and frames. The copay would apply to materials only. VSP also provides free enrollment to the TruHearing program which offers hearing aid discounts. In addition, staff would no longer need to track and reimburse employee usage.

**DISADVANTAGES:** Additional cost of \$3,999.60.

**ALTERNATIVES:** Chose a different copay plan, increase the reimbursement amount available to employees, or do not add VSP and leave the reimbursement at \$150.00 per year.

**HISTORY:** Routine eye examinations were included in previous year's medical plans, including the City's most recent plan (HealthFirst Plan), which was terminated by AWC effective December 31, 2017. The City incurred approximately \$33,000 less for 2018 premiums. At the time of City Council approval of the HealthFirst 250 Plan on August 8, 2017, the routine vision benefit was included in the HealthFirst 250 Plan. However, the AWC Board of Trustees removed the routine vision examination from the HealthFirst 250 Plan at its September 28, 2017 meeting. While the cost of plan options to the City varies, it would be great to be able to provide the \$0 copay plan for employees since the City saved money moving from the HealthFirst to the HealthFirst 250 Plan.

ATTACHMENTS: <u>Resolution</u> <u>Fircrest VSP 2018 Fiscal Impact Analysis</u> <u>AWC Vision Services Plan Rates</u> Vision Service Plan Summaries

1	CITY OF FIRCREST RESOLUTION NO.			
2				
3	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON AUTHORIZING THE CITY			
4 5	MANAGER TO EXECUTE AN AMENDMENT TO THE MAY 30, AGREEMENT WITH THE ASSOCIATION OF WASHINGTON CITIES (AWC) EMPLOYEE BENEFIT TRUST FOR THE AWC			
6	EMPLOYER MASTER PARTICIPATION AGREEMENT.			
7	WHEREAS, the City of Fircrest has an Employer Master Participation Agreement with			
8	the Association of Washington Cities (AWC) Employee Benefit Trust to provide medical, dental, and Employee Assistance Plan benefits for the City of Fircrest employees and their families; and			
9 10	WHEREAS, the City currently subscribes to the Regence HealthFirst 250 Plan, which does not include routine vision benefits; and			
11	WHEREAS, the City wishes to add the zero dollar copay Vision Services Plan to the			
12	Employer Master Participation Agreement with AWC for the City of Fircrest employees and their families. Now, Therefore,			
13	BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST:			
14 15	<b>Section 1.</b> The City Manager is hereby authorized and directed to execute an amendment the agreement with the Association of Washington Cities (AWC) Employee Benefit Trust			
16	for the AWC Employer Master Participation Agreement to include the zero dollar copay Vision Services Plan.			
17	APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this 13 <sup>th</sup> day of February,			
18	2018.			
19	APPROVED:			
20				
21	Hunter T. George, Mayor			
22	ATTEST:			
23 24				
24 25				
23 26	Jessica Nappi, City Clerk			
27	APPROVED AS TO FORM:			
28				
29	Michael B. Smith, City Attorney			
30				
31	Page 1 of 1			
32				

#### Vision Service Plan (VSP): 2018 Rates

Copay applies to materials only.

#### \$0 Copay Plan

	No. of	Monthly	Monthly	Annual
	Employees	Rate	Cost	Cost
Employee	10	\$11.30	\$113.00	\$1,356.00
Employee + Dependent	10	\$22.60	\$226.00	\$2,712.00
Employee + Dependents	12	\$33.90	\$406.80	\$4,881.60
-	32		\$745.80	\$8,949.60
Annual Visio	\$4,950.00			
Cost to City if 100% of Re	Cost to City if 100% of Reimbursement was applied to VSP			

#### \$10 Copay Plan

	No. of	Monthly	Monthly	Annual
	Employees	Rate	Cost	Cost
Employee	10	\$9.82	\$98.20	\$1,178.40
Employee + Dependent	10	\$19.64	\$196.40	\$2,356.80
Employee + Dependents	12	\$29.46	\$353.52	\$4,242.24
	32		\$648.12	\$7,777.44
Annual Visio	\$4,950.00			
Cost to City if 100% of Re	\$2,827.44			

#### \$25 Copay Plan

	No. of	Monthly	Monthly	Annual	
	Employees	Rate	Cost	Cost	
Employee	10	\$7.96	\$79.60	\$955.20	
Employee + Dependent	10	\$15.92	\$159.20	\$1,910.40	
Employee + Dependents	12	\$23.88	\$286.56	\$3,438.72	
-	32		\$525.36	\$6,304.32	
Annual Visio	\$4,950.00				
Cost to City if 100% of Re	Cost to City if 100% of Reimbursement was applied to VSP				

#### \$0, \$10, & \$25 Copay Plans

#### • The Vision Benefit includes:

•One eye exam, paid in full, every 12 months.

•One pair lenses, paid in full (to allowable charge), every 12 months.

•One pair frames, paid in full (to allowable charge), every 24 months.

#### Low Option Vision Plan

• A lower cost vision option, providing good coverage.

•Exam, lenses, and frames covered (to allowable charge) one time every 24 months.

•Copay is \$10 for exam, \$15 for materials.

•The plan does not cover tinting, coating or over sizing.

•Smaller allowance for contact lenses.

#### Low Option Plan

	No. of	Monthly		
	Employees	Rate	Monthly	Annual
Employee	10	\$6.29	\$62.90	\$754.80
Employee + Dependent	10	\$12.58	\$125.80	\$1,509.60
Employee + Dependents	12	\$18.87	\$226.44	\$2,717.28
-	32		\$415.14	\$4,981.68
Annual Visi	\$4,950.00			
Cost to City if 100% of Reimbursement was applied to VSP				\$31.68



Advocacy	/ Training &	Data &	Health &	Property &	Workers	Services
	Education	Resources	Benefits	Liability	Compensation	

#### Health & Benefits » Rates » Benefits rates » Rates - VSP

Employee Benefit Trust

#### Vision Service Plan rates

#### Plan descriptions

	2017 rate	2018 rate	% Increase from 2017	
No deductible				
Employee	11.30	11.30	0	
Employee + 1	22.60	22.60	0	
Employee + 2	33.90	33.90	0	
\$10 deductible	)	·		
Employee	9.82	9.82	0	
Employee + 1	19.64	19.64	0	
Employee + 2	29.46	29.46	0	
\$25 deductible	•			
Employee	7.96	7.96	0	
Employee + 1	15.92	15.92	0	
Employee + 2	23.88	23.88	0	
Low option pla	an	- · · ·		
Employee	6.29	6.29	0	
Employee + 1	12.58	12.58	0	
Employee + 2	18.87	18.87	0	
Second pair option rider (can be added to any of the plans above)		e)		
Employee	1.09	1.09	0	
Employee + 1	2.18	2.18	0	
Employee + 2	3.27	3.27	0	

VSP full-family rate changed to three-tier rating structure effective 1/1/15.

About us	Publications	Member Pooling Programs	AWC conferences	Partners
AWC Board of Directors	Cityvision magazine	Employee Benefit Trust	AWC Annual Conference	Partner with AWC
Membership	CityVoice	Risk Management Service Agency	City Action Days	Associate Members
Get involved	Legislative Bulletin	Workers Comp Retro	Healthy Worksite Summit	AWC Center for Quality Communities
Media center		Drug & Alcohol Consortium	Labor Relations Institute	Municipal Research and Services Center
Contact us			Member Expo	National League of Cities
				U.S. Communities



Search

Get access to the best in eye care and eyewear with AWC -Plan B \$0 Copay and VSP<sup>®</sup> Vision Care.

#### Using your VSP benefit is easy.

- Create an account at vsp.com. Once your plan is effective, review your benefit information.
- Find an eye doctor who's right for you. The decision is yours to make—choose a VSP network doctor, a participating retail chain, or any out-of-network provider. Visit vsp.com or call 800.877.7195.
- At your appointment, tell them you have VSP. There's no ID card necessary. If you'd like a card as a reference, you can print one on vsp.com.

That's it! We'll handle the rest—there are no claim forms to complete when you see a VSP provider.

#### Best Eye Care

You'll get the highest level of care, including a WellVision Exam<sup>®</sup>- the most comprehensive exam designed to detect eye and health conditions. Plus, when you see a VSP provider, you'll get the most out of your benefit, have lower out-of-pocket costs, and your satisfaction is guaranteed.

#### **Choice in Eyewear**

From classic styles to the latest designer frames, you'll find hundreds of options. Choose from featured frame brands like bebe<sup>®</sup>, Calvin Klein, Cole Haan, Flexon<sup>®</sup>, Lacoste, Nike, Nine West, and more.<sup>1</sup> Visit **vsp.com** to find a Premier Program location that carries these brands. Plus, save up to 40% on popular lens enhancements.<sup>2</sup> Prefer to shop online? Check out all of the brands at **eyeconic.com**<sup>®</sup>, VSP's preferred online eyewear store.

#### **Plan Information**

VSP Coverage Effective Date: 01/01/2018 VSP Provider Network: VSP Signature

AWC - Plan B \$0 Copay and VSP provide you with an affordable eyecare plan.

Visit **vsp.com** or call **800.877.7195** for more details on your vision coverage and exclusive savings and promotions for VSP members.

1. Brands/Promotion subject to change.

2. Savings based on network doctor's retail price and vary by plan and purchase selection; average savings determined after benefits are applied. Available only through VSP network doctors to VSP members with applicable plan benefits. Ask your VSP network doctor for details.

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Benefit	Description	Сорау	
	Your Coverage with a VSP Provider		
WellVision Exam	<ul><li>Focuses on your eyes and overall wellness</li><li>Every 12 months</li></ul>	\$O	
Prescription Gla	sses		
Frame	<ul> <li>\$150 allowance for a wide selection of frames</li> <li>\$170 allowance for featured frame brands</li> <li>20% savings on the amount over your allowance</li> <li>\$80 Costco<sup>®</sup> frame allowance</li> <li>Every 24 months</li> </ul>	\$0	
Lenses	<ul> <li>Single vision, lined bifocal, and lined trifocal lenses</li> <li>Polycarbonate lenses for dependent children</li> <li>Every 12 months</li> </ul>	\$0	
Lens Enhancements	<ul> <li>Anti-reflective coating</li> <li>Tints/Photochromic adaptive lenses</li> <li>Scratch-resistant coating</li> <li>Polarized lenses</li> <li>Standard progressive lenses</li> <li>Premium progressive lenses</li> <li>Custom progressive lenses</li> <li>Average savings of 35-40% on other lens enhancements</li> <li>Every 12 months</li> </ul>	\$0 \$0 \$0 \$50 \$80 - \$90 \$120 - \$160	
Contacts (instead of glasses)	<ul> <li>\$150 allowance for contacts and contact lens exam (fitting and evaluation)</li> <li>15% savings on a contact lens exam (fitting and evaluation)</li> <li>Every 12 months</li> </ul>	\$0	
	<ul> <li>Glasses and Sunglasses</li> <li>Extra \$20 to spend on featured frame vsp.com/specialoffers for details.</li> <li>30% savings on additional glasses and including lens enhancements, from the on the same day as your WellVision Exfrom any VSP provider within 12 month WellVision Exam.</li> </ul>	d sunglasses, same VSP provide xam. Or get 20%	
Extra Savings	<ul> <li>Retinal Screening</li> <li>No more than a \$39 copay on routine as an enhancement to a WellVision Ex</li> </ul>		
<ul> <li>Laser Vision Correction</li> <li>Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities</li> <li>After surgery, use your frame allowance (if eligible) sunglasses from any VSP doctor</li> </ul>			
Y	our Coverage with Out-of-Network Provid	ers	
Get the most out o coverage with out-	f your benefits and greater savings with a VSP n of-network providers will be less or you'll receive com for plan details.	etwork doctor. You	
Frame	up to \$50 Lined Trifocal Lense up to \$70 Progressive Lenses uses	up to \$10	

for details. Coverage with a participating retail chain may be different. Once your benefit is effective, visit vsp.com for details. Coverage information is subject to change. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail. Based on applicable laws, benefits may vary by location.



Get access to the best in eye care and eyewear with AWC -Plan B \$0/\$10 Copay and VSP® Vision Care.

#### Using your VSP benefit is easy.

- · Create an account at vsp.com. Once your plan is effective, review your benefit information.
- · Find an eye doctor who's right for you. The decision is yours to make-choose a VSP network doctor, a participating retail chain, or any out-of-network provider. Visit vsp.com or call 800.877.7195.
- · At your appointment, tell them you have VSP. There's no ID card necessary. If you'd like a card as a reference, you can print one on vsp.com.

That's it! We'll handle the rest-there are no claim forms to complete when you see a VSP provider.

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From classic styles to the latest designer frames, you'll find hundreds of options. Choose from featured frame brands like bebe®, Calvin Klein, Cole Haan, Flexon®, Lacoste, Nike, Nine West, and more.<sup>1</sup> Visit **vsp.com** to find a Premier Program location that carries these brands. Plus, save up to 40% on popular lens enhancements.<sup>2</sup> Prefer to shop online? Check out all of the brands at eyeconic.com®, VSP's preferred online eyewear store.

#### **Plan Information**

VSP Coverage Effective Date: 01/01/2018 VSP Provider Network: VSP Signature

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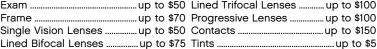
1. Brands/Promotion subject to change.

2. Savings based on network doctor's retail price and vary by plan and purchase selection; average savings determined after benefits are applied. Available only through VSP network doctors to VSP members with applicable plan benefits. Ask your VSP network doctor for details.

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Lenses	<ul> <li>Single vision, lined bifocal, and lined trifocal lenses</li> <li>Polycarbonate lenses for dependent children</li> <li>Every 12 months</li> </ul>	Included in Prescription Glasses
Lens Enhancements	<ul> <li>Anti-reflective coating</li> <li>Tints/Photochromic adaptive lenses</li> <li>Scratch-resistant coating</li> <li>Polarized lenses</li> <li>Standard progressive lenses</li> <li>Premium progressive lenses</li> <li>Custom progressive lenses</li> <li>Average savings of 35-40% on other lens enhancements</li> <li>Every 12 months</li> </ul>	\$0 \$0 \$0 \$50 \$80 - \$90 \$120 - \$160
Contacts (instead of glasses)	<ul> <li>\$150 allowance for contacts and contact lens exam (fitting and evaluation)</li> <li>15% savings on a contact lens exam (fitting and evaluation)</li> <li>Every 12 months</li> </ul>	\$0
	<ul> <li>Glasses and Sunglasses</li> <li>Extra \$20 to spend on featured frame vsp.com/specialoffers for details.</li> <li>30% savings on additional glasses and including lens enhancements, from the on the same day as your WellVision Exfrom any VSP provider within 12 month WellVision Exam.</li> </ul>	d sunglasses, same VSP provide xam. Or get 20%
Extra Savings	<ul> <li>Retinal Screening</li> <li>No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam</li> </ul>	
	<ul> <li>Laser Vision Correction</li> <li>Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities</li> <li>After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor</li> </ul>	
Y	our Coverage with Out-of-Network Provid	ers
Get the most out o coverage with out-	f your benefits and greater savings with a VSP n of-network providers will be less or you'll receive com for plan details.	etwork doctor. You
Examup to \$50 Lined Trifocal Lenses		



for details. Coverage information is subject to change. In the event of a conflict between this informatic and your organization's contract with VSP, the terms of the contract will prevail. Based on applicable



Get access to the best in eye care and eyewear with AWC -Plan B \$0/\$25 Copay and VSP® Vision Care.

#### Using your VSP benefit is easy.

- Create an account at vsp.com. Once your plan is effective, review your benefit information.
- Find an eye doctor who's right for you. The decision is yours to make—choose a VSP network doctor, a participating retail chain, or any out-of-network provider. Visit vsp.com or call 800.877.7195.
- At your appointment, tell them you have VSP. There's no ID card necessary. If you'd like a card as a reference, you can print one on vsp.com.

That's it! We'll handle the rest—there are no claim forms to complete when you see a VSP provider.

#### Best Eye Care

You'll get the highest level of care, including a WellVision Exam<sup>®</sup>- the most comprehensive exam designed to detect eye and health conditions. Plus, when you see a VSP provider, you'll get the most out of your benefit, have lower out-of-pocket costs, and your satisfaction is guaranteed.

#### **Choice in Eyewear**

From classic styles to the latest designer frames, you'll find hundreds of options. Choose from featured frame brands like bebe<sup>®</sup>, Calvin Klein, Cole Haan, Flexon<sup>®</sup>, Lacoste, Nike, Nine West, and more.<sup>1</sup> Visit **vsp.com** to find a Premier Program location that carries these brands. Plus, save up to 40% on popular lens enhancements.<sup>2</sup> Prefer to shop online? Check out all of the brands at **eyeconic.com**<sup>®</sup>, VSP's preferred online eyewear store.

#### **Plan Information**

VSP Coverage Effective Date: 01/01/2018 VSP Provider Network: VSP Signature

AWC - Plan B  $0/\$  Copay and VSP provide you with an affordable eyecare plan.

Visit **vsp.com** or call **800.877.7195** for more details on your vision coverage and exclusive savings and promotions for VSP members.

1. Brands/Promotion subject to change.

2. Savings based on network doctor's retail price and vary by plan and purchase selection; average savings determined after benefits are applied. Available only through VSP network doctors to VSP members with applicable plan benefits. Ask your VSP network doctor for details.

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Benefit	Description	Copay		
	Your Coverage with a VSP Provider			
WellVision Exam	<ul><li>Focuses on your eyes and overall wellness</li><li>Every 12 months</li></ul>	\$O		
Prescription Glasses \$25				
Frame	<ul> <li>\$150 allowance for a wide selection of frames</li> <li>\$170 allowance for featured frame brands</li> <li>20% savings on the amount over your allowance</li> <li>\$80 Costco<sup>®</sup> frame allowance</li> <li>Every 24 months</li> </ul>	Included in Prescription Glasses		
Lenses	<ul> <li>Single vision, lined bifocal, and lined trifocal lenses</li> <li>Polycarbonate lenses for dependent children</li> <li>Every 12 months</li> </ul>	Included in Prescription Glasses		
Lens Enhancements	<ul> <li>Anti-reflective coating</li> <li>Tints/Photochromic adaptive lenses</li> <li>Scratch-resistant coating</li> <li>Polarized lenses</li> <li>Standard progressive lenses</li> <li>Premium progressive lenses</li> <li>Custom progressive lenses</li> <li>Average savings of 35-40% on other lens enhancements</li> <li>Every 12 months</li> </ul>	\$0 \$0 \$0 \$50 \$80 - \$90 \$120 - \$160		
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	<ul> <li>Glasses and Sunglasses</li> <li>Extra \$20 to spend on featured frame vsp.com/specialoffers for details.</li> <li>30% savings on additional glasses an including lens enhancements, from the on the same day as your WellVision E from any VSP provider within 12 month WellVision Exam.</li> </ul>	d sunglasses, same VSP provid xam. Or get 20%		
Extra Savings	<ul> <li>Retinal Screening</li> <li>No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam</li> </ul>			
	<ul> <li>Laser Vision Correction</li> <li>Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities</li> <li>After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor</li> </ul>			
Y	our Coverage with Out-of-Network Provid	ers		
Get the most out of your benefits and greater savings with a VSP network doctor. Your coverage with out-of-network providers will be less or you'll receive a lower level of benefits. Visit <b>vsp.com</b> for plan details.				
Exam				



Get access to the best in eye care and eyewear with AWC - MOD A \$10/\$15 Copay and VSP® Vision Care.

#### Using your VSP benefit is easy.

- Create an account at vsp.com. Once your plan is effective, review your benefit information.
- Find an eye doctor who's right for you. The decision is yours to make—choose a VSP network doctor, a participating retail chain, or any out-of-network provider. Visit vsp.com or call 800.877.7195.
- At your appointment, tell them you have VSP. There's no ID card necessary. If you'd like a card as a reference, you can print one on vsp.com.

That's it! We'll handle the rest—there are no claim forms to complete when you see a VSP provider.

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 $\mathsf{AWC}$  - MOD A \$10/\$15 Copay and VSP provide you with an affordable eyecare plan.

Visit **vsp.com** or call **800.877.7195** for more details on your vision coverage and exclusive savings and promotions for VSP members.

1. Brands/Promotion subject to change.

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Benefit	Description	Сорау	
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Lenses	<ul> <li>Single vision, lined bifocal, and lined trifocal lenses</li> <li>Polycarbonate lenses for dependent children</li> <li>Every 24 months</li> </ul>	Included in Prescription Glasses	
Lens Enhancements	<ul> <li>Standard progressive lenses</li> <li>Premium progressive lenses</li> <li>Custom progressive lenses</li> <li>Average savings of 35-40% on other lens enhancements</li> <li>Every 24 months</li> </ul>	\$50 \$80 - \$90 \$120 - \$160	
Contacts (instead of glasses)	<ul> <li>\$105 allowance for contacts and contact lens exam (fitting and evaluation)</li> <li>15% savings on a contact lens exam (fitting and evaluation)</li> <li>Every 24 months</li> </ul>	\$0	
	<ul> <li>Glasses and Sunglasses</li> <li>Extra \$20 to spend on featured frame brands. Go to vsp.com/specialoffers for details.</li> <li>30% savings on additional glasses and sunglasses, including lens enhancements, from the same VSP provide on the same day as your WellVision Exam. Or get 20% from any VSP provider within 12 months of your last WellVision Exam.</li> </ul>		
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Y	our Coverage with Out-of-Network Provid	ers	
Get the most out o coverage with out-	f your benefits and greater savings with a VSP n of-network providers will be less or you'll receive com for plan details.	etwork doctor. Your	
Frame Single Vision Lei	up to \$50 up to \$70 nsesup to \$50 nsesup to \$50 nsesup to \$75	up to \$10	

Coverage with a participating retail chain may be different. Once your benefit is effective, visit vsp.com for details. Coverage information is subject to change. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail. Based on applicable laws, benefits may vary by location.



### Enjoy Low Prices on Hearing Aids



Like vision loss, hearing loss can have a huge impact on your quality of life. But with the average retail cost of a pair of hearing aids topping \$6,000, many people who need hearing aids simply can't afford them.

#### Hear better for less.

TruHearing is making hearing aids affordable for all VSP<sup>®</sup> Vision Care members by providing free enrollment (\$108 value) in the TruHearing MemberPlus<sup>®</sup> Program. What's more, you can add your covered dependents and other family members to enjoy the same great savings.

A TruHearing membership gives you:

- Access to a national network of more than 4,000 licensed hearing aid professionals
- Selection of more than 90 digital hearing aids in 400 styles
- Savings of up to \$1,300 per hearing aid purchase
- Deep discounts on additional batteries

Plus, each hearing aid purchased from TruHearing includes:

- Three professional visits
- 45-day money-back guarantee
- 48 replacement batteries

Best of all, if you already have a hearing aid benefit from your health plan or employer, you can combine it with this program to maximize the benefit and reduce your out-of-pocket expense.

VSP is the only vision plan to make this program available to its members.

# Learn more about this VSP member offer at **vsp.truhearing.com**. For questions, call **877.396.7194**.

#### Saving is as easy as 1-2-3!

- Enroll at vsp.truhearing.com or call TruHearing at 877.396.7194. (Be sure to identify yourself as a VSP member.)
- 2. Call TruHearing to schedule an appointment.
- 3. Attend your appointment, receive exam, and purchase hearing aids at the MemberPlus price.

The relationship between VSP and TruHearing is that of independent contractors. VSP makes no endorsement, representations or warranties regarding any products or services offered by TruHearing, a third-party vendor. The vendor is solely responsible for the products or services offered by them. If you have any questions regarding the services offered here, you should contact the vendor directly.

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## **NEW BUSINESS:** Ballot Drop Box Property Use Agreement ITEM 10E.

FROM: Scott Pingel, City Manager

## **RECOMMENDED MOTION:** I move to approve Resolution No. \_\_\_\_\_, authorizing the City Manager to execute the Ballot Drop Box Property Use Agreement with Pierce County.

**PROPOSAL:** The Council is being asked to approve the proposed resolution that would authorize the City Manager to execute a Ballot Drop Box Property Use Agreement with Pierce County. Currently, there are no ballot drop boxes within the City limits; the nearest ballots boxes for Fircrest voters are located in University Place (Drexler Dr.) and Tacoma (19<sup>th</sup> St. and S 35<sup>th</sup> St.). If approved, the agreement would expire on December 31, 2028 and automatically renew for successive periods of one year periods.

**FISCAL IMPACT:** None. Pierce County will be responsible for the installation, maintenance, and security. The City is responsible for the repair and damage to the Ballot Drop Box caused by the negligent or willful conduct of its elected or appointed officials, contractors, agents or employees.

**ADVANTAGE:** This is an opportunity to increase voter turnout and give voters more options on how to return their ballots.

**DISADVANTAGES:** None identified.

ALTERNATIVES: None identified.

**HISTORY:** The Legislature has mandated that all county Auditors put in ballot drop boxes in all cities, towns, and census designated places with post offices. Staff has been coordinating with the Pierce County Auditor's office to identify a viable location at the City Hall location to make voting accessible for all voters.

ATTACHMENTS: <u>Resolution</u> Ballot Drop Box Property Use Agreement

1	CITY OF FIRCREST RESOLUTION NO.		
2	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF		
3	FIRCREST, WASHINGTON AUTHORIZING THE CITY		
4	MANAGER TO EXECUTE A BALLOT DROP BOX PROPERTY USE AGREEMENT WITH PIERCE COUNTY.		
5	WHEREAS, per state of Washington regulations, all county Auditors are required to		
6 7	install ballot drop boxes in all cities, towns, and census designated places with post offices; and		
8 9	WHEREAS, City staff and the Pierce County Auditor's office have identified a viable location at the City Hall location that would make voting accessible for all voters; and		
10	WHEREAS, per the terms of the agreement, Pierce County will be responsible for the installation, maintenance, and security, and the City will be responsible for the repair and damage to the Ballot Drop Box caused by the negligent or willful conduct of its elected or appointed officials, contractors, agents or employees; and		
11			
12 13	WHEREAS, the agreement would expire on December 31, 2028 and automatically renew for successive periods of one year periods. Now, Therefore,		
14	BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST:		
15	<b>Section 1.</b> The City Manager is hereby authorized and directed to execute a Ballot Drop Box Property Use Agreement with Pierce County.		
16	APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF		
17	<b>FIRCREST, WASHINGTON,</b> at a regular meeting thereof this 13 <sup>th</sup> day of February, 2018.		
18	APPROVED:		
19			
20			
21	Hunter T. George, Mayor		
22	ATTEST:		
23			
24	Jessica Nappi, City Clerk		
25 26			
26 27	APPROVED AS TO FORM:		
27 28			
28 29	Michael B. Smith, City Attorney		
29 30			
31	Page 1 of 1		
32			
52			

#### BALLOT DROP BOX PROPERTY USE AGREEMENT (Pierce County Auditor)

This Ballot Drop Box Property Use Agreement ("Agreement") is made and entered into as of the Effective Date (defined in Section 22 below) by and between CITY OF FIRCREST, a municipal corporation and code city of the state of Washington ("City of Fircrest") and PIERCE COUNTY, a municipal corporation and political subdivision of the state of Washington ("Pierce County"). City of Fircrest and Pierce County may hereinafter be referred to collectively as "Parties" or individually as a "Party."

#### **RECITALS**

WHEREAS City of Fircrest owns the real property consisting of land and improvements collectively and commonly known as Fircrest City Hall, 115 Ramsdell Street, Fircrest, WA and legally described in attached **Exhibit A** ("Subject Property"); and

WHEREAS Pierce County has secured funds in its 2018 budget to purchase, install, use and maintain a ballot drop box of the type and nature schematically depicted in attached **Exhibit B** ("Drop Box") in various locations throughout Pierce County to collect ballots cast by voters in general and special elections conducted by the Pierce County Auditor pursuant to Chapter 29A of the Revised Code of Washington; and

WHEREAS City of Fircrest desires to make available to Pierce County for the installation, use and maintenance of the Drop Box that certain portion of the Subject Property graphically depicted in attached **Exhibit** C ("Premises"); and

WHEREAS the Parties agree that it is in their mutual interest and in the best interest of the general public that a Drop Box be located upon the Subject Property to encourage and facilitate voting by local residents.

NOW, THEREFORE, for in and consideration of the terms, covenants and conditions set forth in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, City of Fircrest and Pierce County hereby agree as follows:

#### AGREEMENT

**1. Incorporation of Recitals.** The above recitals are true and correct and are incorporated herein by this reference as if fully set forth.

2. Grant of Use Right. City of Fircrest hereby grants to Pierce County, and Pierce County hereby accepts from City of Fircrest, the right to use the Subject Property and Premises upon the terms, covenants and conditions set forth in this Agreement.

**3.** Use Period. Pierce County's right to use the Subject Property and Premises under this Agreement shall commence on the Effective Date and expire midnight on December 31, 2028 ("Use Period") and shall thereafter automatically renew for successive periods of one (1) year each beginning January 1 and ending December 31 (each a "Renewal Period") unless earlier terminated as provided hereinbelow.

**4.** Acceptance. Pierce County has inspected the Subject Property and Premises and has determined to its complete satisfaction the same are suitable for the uses described in Section 5.1 below.

#### 5. Use of Subject Property and Premises; Change of Location/Removal.

**5.1 Permitted Uses.** Pierce County shall use the Subject Property and Premises for the sole purposes of installing, using, maintaining and removing the Drop Box and for no other uses or purposes without the prior written consent of City of Fircrest, which consent may be granted, withheld, conditioned or delayed by City of Fircrest in its sole and absolute judgment and discretion.

**5.2 Prohibited Uses.** Pierce County shall not use the Subject Property or Premises in violation of any statute, rule, ordinance, permit, order, regulation or code in effect and applicable to any part thereof, nor shall it do or suffer to be done in or about the Subject Property or Premises, or bring into, keep, or suffer to be brought into or kept in or about the Subject Property or Premises, anything that may constitute a waste, hazard, nuisance or unreasonable annoyance to City of Fircrest or its residents. Separate and apart from this Agreement, Pierce County shall be solely and exclusively responsible for obtaining any regulatory approvals necessary to install the Drop Box.

**5.3** Change of Location/Removal. If during the Use Period or any Renewal Period City of Fircrest determines the Drop Box is no longer compatible with its use and occupancy of the Subject Property, it may require Pierce County to either: (a) move the Drop Box to a newly-designated location upon the Subject Property, whereupon City of Fircrest shall reimburse Pierce County for the documented, reasonable cost of such move and for restoring the previous location to the condition required in Section 17 below. Upon completion of such move, the newly-designated location shall for all purposes hereunder become the "Premises" and Exhibit C shall be amended as necessary to depict the same; or (b) remove the Drop Box from the Subject Property, whereupon City of Fircrest shall reimburse Pierce County for the documented, reasonable cost of moving the box to a new location and for restoring the previous location to the condition required in Section 17 below. The foregoing notwithstanding, Pierce County shall not be required to move or remove the Drop Box during the six (6) month period between June 1 and November 30.

6. Pierce County's Responsibilities. In addition to any other responsibilities expressly set forth in this Agreement, Pierce County agrees to:

**6.1 Installation.** Install the Drop Box in good and workmanlike manner in accordance with the manufacturer's specifications and with all laws, rules, regulations, ordinances, permits and requirements of all governmental agencies having jurisdiction.

**6.2. Maintenance.** Maintain the Drop Box throughout the Use Period and any Renewal Period in good repair and in a neat, clean, safe, sanitary and graffiti-free condition. If the Drop Box is breached, damaged, vandalized or defaced in any way, Pierce County shall re-secure, repair or replace the Drop Box as soon as practicable after receiving notice thereof.

**6.3 Security.** Provide for the security of the Drop Box and its contents. If any threat is made with respect to the Drop Box, such as an incendiary or other device, Pierce County shall be solely responsible for dealing with and resolving that threat.

**7.** City of Fircrest's Responsibilities. In addition to any other responsibilities expressly set forth in this Agreement, City of Fircrest agrees to:

**7.1 Exercise Due Care.** Exercise due care and caution with respect to the Drop Box while conducting its business operations in and about the Subject Property and shall, at its sole cost and expense, repair any and all damage to the Drop Box caused by the negligent or willful conduct of its elected or appointed officials, contractors, servants, agents or employees.

**7.2** Notification. Notify Pierce County immediately if City of Fircrest becomes aware that: (a) the Drop Box has been breached, damaged, vandalized or defaced in any way; and/or (b) any threat is made with respect to the Drop Box.

**7.3 Public Access.** Ensure the general public has reasonable access to the Drop Box twenty-four (24) hours per day, seven (7) days per week for purposes of casting election ballots.

8. Indemnification. Pierce County shall indemnify, defend, and hold City of Fircrest harmless from all claims, liabilities, costs, attorney fees and expenses of any kind, type or nature whatsoever arising out of or in any way relating to: (a) Pierce County's use of the Subject Property and/or the Premises pursuant to this Agreement, specifically including, without limitation, any use of and/or entry onto the Subject Property by any member of the public in relation to the Drop Box; (b) any activity, work or thing done, permitted or suffered by Pierce County in or about the Subject Property and/or the Premises; (c) any breach or default in the performance of any obligation to be performed by Pierce County under this Agreement; or (d) any act or omission of Pierce County or of its elected or appointed officials, contractors, servants, agents or employees caused by negligence or willful misconduct and then only to the extent of its or their proportionate share of liability. Pierce County's obligation to indemnify City of Fircrest under this Section 8 includes an obligation to indemnify for losses resulting from death or injury to Pierce County's elected or appointed officials, contractors, servants, agents or employees, and Pierce County hereby waives any and all immunities it now has or hereafter may have under Title 51 RCW (Industrial Insurance), or other worker's compensation, disability benefit or other similar act that would otherwise be applicable in the case of such a claim and further acknowledges that such waiver was mutually negotiated by the Parties as required by RCW 4.24.115.

**9. Default; Remedies.** In the event of a default under this Agreement, either Party may pursue any remedy allowed by law.

**10. Waiver.** Failure by either Party to promptly enforce any right under this Agreement shall not operate as a waiver of such right with respect to any future default.

**11.** Notices. Any notices required or desired to be given shall be by telephone, electronic mail and U.S. mail to the person(s) set forth below:

To City of Fircrest: City of Fircrest Attn: Scott Pingel, City Manager Jessica Nappi, City Clerk 115 Ramsdell Street Fircrest, WA 98466 Telephone: 253-564-8901 Fax: 253-566-0762 Email: <u>spingel@cityoffircrest.net</u> (Pingel) jnappi@cityoffircrest.net (Nappi)

To Pierce County:	Pierce County Auditor - Elections Division Attn: Julie Colacurcio//Mike Rooney 2501 South 35th Street, Suite C Tacoma, WA 98409-7284 Telephone: 253-798-6587 (Colacurcio) 253-798-2148 (Rooney) Email: jcolacu@co.pierce.wa.us (Colacurcio) mrooney@co.pierce.wa.us (Rooney)
Copy to:	Pierce County Facilities Management Attn: Real Property Management Specialist 1102 Broadway, Suite 302 Tacoma, WA 98402-2160 Telephone: 253-798-7223 Email: rtacket@co.pierce.wa.us
Copy to:	Pierce County Prosecuting Attorney/Civil Division Attn: David H. Prather, DPA 955 Tacoma Avenue South, Suite 301 Tacoma, WA 98402-2160 Telephone: 253-798-4168 Email: dprathe@co.pierce.wa.us

Any Party, by written notice to the other in the manner herein provided, may designate contact information different from that set forth above. Any notices sent by a Party's attorney on behalf of such Party shall be deemed delivered by such Party.

**12.** Negotiation and Construction. This Agreement was negotiated by the Parties with the assistance of their own legal counsel and shall be construed according to its fair meaning and not strictly for or against either Party.

**13. Time.** Time is of the essence of this Agreement and of every term and provision hereof. If the date for any performance under this Agreement falls on a weekend or holiday, the time shall be extended to the next business day.

14. Counterparts. This Agreement may be signed in one or more counterparts, which taken together shall constitute the complete agreement between the Parties, and signatures to this Agreement by the Parties transmitted via facsimile shall be acceptable and binding.

**15. Prior Agreements.** This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned herein and no prior agreement, letter of intent, negotiation or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended or added to,

except by an agreement in writing signed by the Parties or their respective successors in interest.

16. Attorney Fees and Costs. If either Party requires the services of an attorney in connection with enforcing the terms of this Agreement, whether or not suit is brought, or in the event suit is brought for the recovery of any sums due under this Agreement or for the breach of any term, covenant or condition hereof, the substantially prevailing Party shall be entitled to reasonable attorney fees and all costs incurred in connection therewith, including, without limitation, the fees of experts and professionals, whether at trial, on appeal or without resort to suit.

17. Vacation of Premises. Upon expiration or earlier termination of the Agreement, Pierce County shall: (a) remove the Drop Box and any associated mounting hardware from the Premises; and (b) restore the Premises to substantially the same condition existing on the Effective Date, reasonable wear and tear excepted, and leave the same in a neat, clean, safe and sanitary condition. If Pierce County fails to complete the removal and/or restoration required under this Section 17, City of Fircrest may cause such work to be completed and charge the documented, reasonable cost thereof to Pierce County.

**18.** Cost of Performance. Except as otherwise expressly provided in this Agreement, all covenants and agreements to be performed by either Party shall be performed at that Party's sole cost and expense.

**19.** Severability. Any provision of this Agreement that proves to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

**20.** Governing Law; Venue. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the state of Washington. The venue of any action between the Parties relating to the subject matter of this Agreement shall be in the superior court for Pierce County, Washington.

**21. Exhibits.** The following exhibits are attached hereto and by this reference incorporated herein as if fully set forth:

Exhibit A	-	Legal Description of Subject Property
Exhibit B	-	Schematic Depiction of Drop Box
Exhibit C	-	Graphic Depiction of Premises

**22.** Effective Date. "Effective Date" means the date the Pierce County Executive (who shall be the last person to sign) shall have signed this Agreement as indicated opposite his name below.

#### **CITY OF FIRCREST SIGNATURE PAGE**

CITY OF FIRCREST, a municipal code City of Washington

By:\_\_\_\_\_ Printed Name: Scott Pingel Title: City Manager, City of Fircrest Date:\_\_\_\_\_

STATE OF WASHINGTON ) ) ss. COUNTY OF PIERCE )

THIS IS TO CERTIFY that on this \_\_ day of \_\_\_\_\_, 2018, before me personally appeared SCOTT PINGEL, to me known to be the City Manager of the City of Fircrest, municipal code City of Washington, described in and that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument on behalf of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Name: \_\_\_\_\_\_ Notary Public in and for the State of Washington, residing at: \_\_\_\_\_\_ My Appointment Expires: \_\_\_\_\_\_

#### PIERCE COUNTY SIGNATURE PAGE

PIERCE COUNTY, a municipal corporation and political subdivision of the state of Washington:

APPROVED AS TO LEGAL FORM ONLY:

By:\_\_\_\_

Deputy Prosecuting Attorney Date

**RECOMMENDED**:

By:\_\_\_

Director, Budget and Finance Date

By:\_\_\_\_\_

Pierce County Auditor Date

FINAL ACTION:

By:\_

Pierce County Executive Date

STATE OF WASHINGTON ) ) ss. COUNTY OF PIERCE )

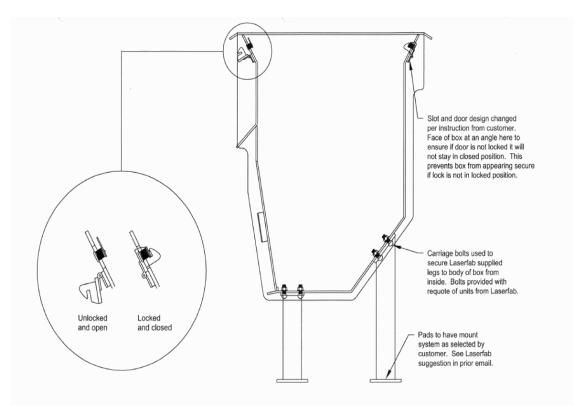
THIS IS TO CERTIFY that on this \_\_ day of \_\_\_\_\_, 2018, before me personally appeared BRUCE F. DAMMEIER, to me known to be the Executive of Pierce County, Washington, a municipal corporation and political subdivision of the state of Washington, described in and that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument on behalf of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Name:

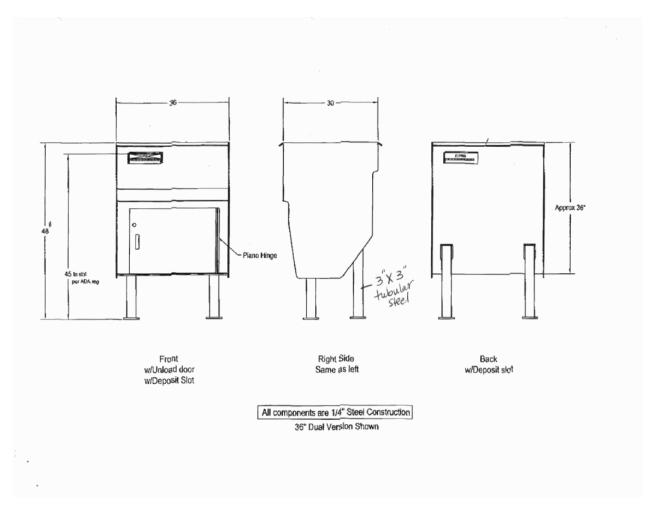
#### **EXHIBIT A** (Legal Description of Subject Property)

Section 11 Township 20 Range 02 Quarter 41 REGENTS PARK 2ND: REGENTS PARK 2ND L 29 THRU 41 B 40 (TOWN HALL) (DCWJES8-15-83)

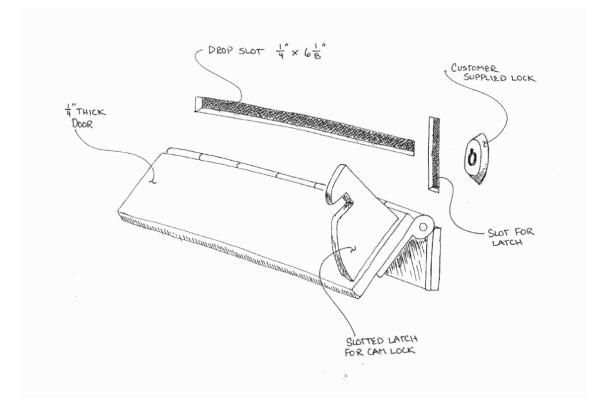


**EXHIBIT B** (Schematic Depiction of Drop Box)

**EXHIBIT B** (Schematic Depiction of Drop Box - Continued)



**EXHIBIT B** (Schematic Depiction of Drop Box - Continued)



#### **EXHIBIT C** (Graphic Depiction of Premises)

Fircrest City Hall 115 Ramsdell Street Fircrest, WA 98466

