

**FIRCREST CITY COUNCIL  
REGULAR MEETING AGENDA**

**TUESDAY, JULY 10, 2018  
7:00 P.M.**

**COUNCIL CHAMBERS  
FIRCREST CITY HALL, 115 RAMSDELL STREET**

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- 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
  - C. Finance, IT, Facilities
  - D. Other liaison reports
- 7. CONSENT CALENDAR**
  - A. Approval of [vouchers](#)/payroll checks
  - B. Approval of minutes: [May 29, 2018 Special Minutes](#)  
[June 12, 2018 Regular Minutes](#)  
[June 18, 2018 Special Minutes](#)
- 8. PUBLIC HEARING 7:15 P.M.**
- 9. UNFINISHED BUSINESS**
- 10. NEW BUSINESS**
  - A. [Resolution: Dynamic Collectors, Inc. Professional Services Contract](#)
  - B. [Resolution: Amendments to the Pierce County Countywide Planning Policies](#)
- 11. CITY MANAGER COMMENTS**
- 12. DEPARTMENT HEAD COMMENTS**
- 13. COUNCILMEMBER COMMENTS**
- 14. EXECUTIVE SESSION**
- 15. ADJOURNMENT**

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

**COPY**

To Council members and Mayor Viafore-  
Please read this and discuss at the next Council meeting-

CITY OF FIRCREST

JUL 05 2018

I have lived in Fircrest for over 50 years and have seen many changes. RECEIVED  
In past years many of our neighbors and citizens of Fircrest have attended council meetings and were able to keep up with current issues. Many of us are not able to attend anymore but are still extremely interested and we wonder why Fircrest does not televise their Council meetings. Many of the small cities locally televise their council meetings and we would SO appreciate seeing the Fircrest meetings. Can that be made possible?

Also, several months ago, we were told that town crews would be going out through the town inspecting trees that were considered hazardous to residential neighborhoods. Fircrest is FULL of huge trees that belong in a FOREST--NOT in a residential neighborhood! If our coming winter storms take some of these trees over, power lines will be taken down and perhaps lives lost, if neighboring houses are demolished by a falling tree. I hope this service is being carried out!

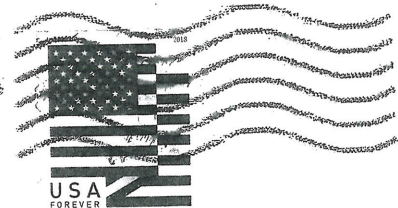
Also, isn't there an ordinance that prohibits parking on the street? Fircrest is beginning to look like a parking lot! And some of the narrow streets are hard to negotiate-----I have trouble getting out of my driveway because the street is full of my neighbors cars!

Have you ever considered giving a "senior discount" to citizens (over age 75) on their utility bill? It would be so appreciated!

And lastly, WHEN are the citizens of Fircrest going to have the privilege of choosing our own mayor?

OLD , but still interested in Fircrest

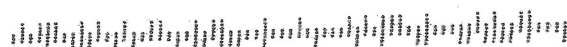
TACOMA WA 983  
OLYMPIA WA  
03 JUL 2018 PM 3 L



CITY OF FIRCREST  
JUL 05 2018  
RECEIVED

*Fircrest City Council*  
*115 Ramsdell*  
*Fircrest, Wa.*  
*98466*

98466-691215



# ACCOUNTS PAYABLE

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<b>17018</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>6904 A   R   C Architects Inc</b>	<b>23,413.92</b>	<b>P#54 Swimming Pool &amp; Community Center Schematic Design (04/26/18 - 05/25/18)</b>
	594 76 63 01	Other Improvements - Park	001 000 576 General Fund	23,413.92	P#54 Swimming Pool & Community Center Schematic Design (04/26/18 - 05/25/18)
<b>16952</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>7418 Alarm Center Inc</b>	<b>1,016.58</b>	<b>Annual Alarm Maintenance (REC, PW, CH)</b>
	518 30 48 01	Rep & Maint - Rec Bldg	001 000 518 General Fund	302.23	Annual Fire Alarm Inspection (06/28/18) - Recreation Center (Community Center)
	518 30 48 02	Rep & Maint - City Hall	001 000 518 General Fund	439.60	Annual Fire Alarm Inspection (06/28/18) - City Hall
	518 30 48 03	Rep & Maint - PW	001 000 518 General Fund	274.75	Annual Fire Alarm Inspection (06/28/18) - Public Works (Maintenance Facility)
<b>16953</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>3705 Alpine Products Inc</b>	<b>1,994.30</b>	<b>White Traffic Paint, Orange Cones, Solvent Thinner, Sealant</b>
	542 30 31 02	Oper Supplies - Street Reg	101 000 542 City Street Fun	1,554.85	White Traffic Paint, Solvent Thinner, Sealant
	542 30 35 00	Small Tools & Equip-St Re	101 000 542 City Street Fun	439.45	Orange Cones (Quantity: 50)
<b>16999</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>5895 Amundsen, John</b>	<b>59.00</b>	<b>1 Yr Library 2018</b>
	572 21 49 00	Library Services	001 000 572 General Fund	59.00	1 Yr Library 2018 / Wendy Amundsen
<b>16971</b>	<b>07/03/2018</b>	<b>07/10/2018</b>	<b>6303 Anderson, Monica</b>	<b>116.10</b>	<b>07-00226.1 - 146 WILD ROSE ST</b>
	343 10 00 00	Storm Drain Fees & Charge	415 000 340 Storm Drain	-25.89	
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (de	-27.44	
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	-62.77	
<b>16997</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>7516 Archer Construction Inc</b>	<b>723.90</b>	<b>P#43 Emerson Grant Sidewalk Project - Progress Payment #5</b>
	595 61 63 02	Emerson Sidewalk Orchard	101 000 542 City Street Fun	723.90	P#43 Emerson Grant Sidewalk Project - Progress Payment #5
<b>16951</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>8140 Augustine, Emil M</b>	<b>171.99</b>	<b>Swahili Interpreter (2 Hrs)</b>
	512 50 41 03	Prof Srvs - Interpreter	001 000 512 General Fund	171.99	Swahili Interpreter (2 Hrs) Plus Mileage (Case No. 8Z0408637) 06/27/18
<b>16913</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>8130 Becker Blacktop LLC</b>	<b>53,830.00</b>	<b>Grind &amp; Overlay Paving - Contra Costa, Spring Street (05/24/18)</b>
	595 32 63 01	Street Improvements	101 000 542 City Street Fun	30,880.00	Grind & Overlay Paving "Grind, Asphalt Dispose, Haul-In & Regrade Crushed Rock As Needed, Repave With 3" HMA Asphalt" - Contra Costa

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	595 32 63 01	Street Improvements	101 000 542 City Street Fund	22,950.00	Grind & Overlay Paving "Grind, Asphalt Dispose, Haul-In & Regrade Crushed Rock As Needed, Repave With 3" HMA Asphalt" - Spring Street	
<b>17001</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>5428</b>	<b>Boers, Jeff</b>	<b>722.50</b>	<b>June 2018 Land Use Consulting (8.50 Hrs)</b>
	558 60 41 00	Prof Svcs - Planning	001 000 558 General Fund	722.50	June 2018 Land Use Consulting (8.50 Hrs)	
<b>16988</b>	<b>07/03/2018</b>	<b>07/10/2018</b>	<b>7106</b>	<b>Carpenter, Steven G</b>	<b>5.89</b>	<b>02-01550.1 - 322 BERKELEY AVE</b>
	343 10 00 00	Storm Drain Fees & Charge	415 000 340 Storm Drain	-5.84		
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (de	-1.89		
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	1.84		
<b>16931</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>3994</b>	<b>CenturyLink</b>	<b>448.79</b>	<b>Circuit Line / PRI Line</b>
	518 10 42 00	Communication - Non Dep	001 000 518 General Fund	448.79	Circuit Line / PRI Line	
<b>16950</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>3994</b>	<b>CenturyLink</b>	<b>66.99</b>	<b>DSL Line / Telemetry</b>
	534 10 42 00	Communication - Water	425 000 534 Water Fund (de	33.49	DSL Line / Telemetry - Water	
	535 10 42 01	Communication - Sewer	430 000 535 Sewer Fund (de	33.50	DSL Line / Telemetry - Sewer	
<b>16991</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>3994</b>	<b>CenturyLink</b>	<b>368.01</b>	<b>June 2018 CH, Rec, PW</b>
	518 10 42 00	Communication - Non Dep	001 000 518 General Fund	61.33	Alarm Line - City Hall	
	518 10 42 00	Communication - Non Dep	001 000 518 General Fund	61.34	Message Line	
	518 10 42 00	Communication - Non Dep	001 000 518 General Fund	61.34	Primary 911 - City Hall	
	531 50 42 00	Communication - Storm	415 000 531 Storm Drain	30.66	Alarm Line / Primary 911 - Storm	
	534 10 42 00	Communication - Water	425 000 534 Water Fund (de	30.67	Alarm Line / Primary 911 - Water	
	535 10 42 01	Communication - Sewer	430 000 535 Sewer Fund (de	30.67	Alarm Line / Primary 911 - Sewer	
	542 30 42 00	Communication - Street	101 000 542 City Street Fund	30.66	Alarm Line / Primary 911 - Street	
	576 80 42 00	Communication - Parks	001 000 576 General Fund	61.34	Alarm Line - Recreation Center	
<b>17017</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>4322</b>	<b>City of Tacoma - Utilities</b>	<b>2,830.23</b>	<b>Power / Various Locations</b>
	534 80 47 01	Utility Services/Pumping	425 000 534 Water Fund (de	2,274.24		
	534 80 47 01	Utility Services/Pumping	425 000 534 Water Fund (de	123.79		
	535 80 47 01	Utility Services/Pumping	430 000 535 Sewer Fund (de	402.50		
	542 30 47 03	Electricity/Traffic Lights	101 000 542 City Street Fund	18.77		
	542 63 47 00	Electricity/Street Lights	101 000 542 City Street Fund	10.93		
<b>16994</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>3573</b>	<b>Copiers Northwest Inc</b>	<b>150.49</b>	<b>Laserjet Printer Rentals (06/28/18 - 07/28/18) &amp; Copier Usage (05/28/18 - 06/28/18) Police</b>
	521 22 45 00	Oper Rentals - Copier - Pol	001 000 521 General Fund	51.79	Chief's Office Area (05/28/18 - 06/28/18) Color	
	521 22 45 00	Oper Rentals - Copier - Pol	001 000 521 General Fund	4.13	Chief's Office Area (05/28/18 - 06/28/18) Black	
	521 22 45 00	Oper Rentals - Copier - Pol	001 000 521 General Fund	20.56	Police Upstairs Office (05/28/18 - 06/28/18) Black	

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521 22 45 00			Oper Rentals - Copier - Pol	001 000 521 General Fund	74.01 Laserjet Printer Rentals (06/28/18 - 07/28/18) - Police
<b>16914</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>3589</b>	<b>Databar Inc</b>	<b>2,321.32</b> <b>June 2018 Utility Billing, Town Topics Inserts, Community Sponsorship Inserts, Water Rates &amp; Water Use Efficiency Inserts, Water Quality Reports</b>
518 10 49 01			Town Topics	001 000 518 General Fund	49.83 Town Topics Newsletter (June 2018)
531 50 42 01			Postage - Storm	415 000 531 Storm Drain	270.33 June 2018 Utility Bills (Postage) - Storm
531 50 49 06			Mailing Service - Storm	415 000 531 Storm Drain	431.85 June 2018 Utility Bills - Mailing Service
534 10 42 01			Postage - Water	425 000 534 Water Fund (de	270.33 June 2018 Utility Bills (Postage) - Water
534 10 42 01			Postage - Water	425 000 534 Water Fund (de	15.46 Water Quaility Reports (Postage) - Water
534 10 49 06			Mailing Service - Water	425 000 534 Water Fund (de	431.85 June 2018 Utility Bills - Mailing Service
534 10 49 06			Mailing Service - Water	425 000 534 Water Fund (de	49.83 Water Quality Reports - Water
534 10 49 06			Mailing Service - Water	425 000 534 Water Fund (de	49.83 Rate Increase Inserts - Water
535 10 42 02			Postage - Sewer	430 000 535 Sewer Fund (de	270.33 June 2018 Utility Bills (Postage) - Sewer
535 10 49 05			Mailing Service - Sewer	430 000 535 Sewer Fund (de	431.85 June 2018 Utility Bills - Mailing Service
542 80 49 03			Beautification Services (co	101 000 542 City Street Fun	49.83 Community Sponsorship Inserts
<b>16929</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>3589</b>	<b>Databar Inc</b>	<b>387.63</b> <b>Town Topics Separate Mailing (June 2018)</b>
518 10 49 01			Town Topics	001 000 518 General Fund	214.94 Town Topics Separate Mailing (Non-Utility) - Mailing Service
518 10 49 01			Town Topics	001 000 518 General Fund	172.69 Town Topics Separate Mailing (Non-Utility) - Postage
<b>17010</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>32</b>	<b>Dawson, Chet</b>	<b>483.00</b> <b>Tennis Instruct</b>
571 20 49 06			Instructor Fees	001 000 571 General Fund	483.00 Tennis Instruct (06/18/18 - 06/21/18)
<b>17011</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>32</b>	<b>Dawson, Chet</b>	<b>714.00</b> <b>Tennis Instruct</b>
571 20 49 06			Instructor Fees	001 000 571 General Fund	714.00 Tennis Instruct (06/25/18 - 06/28/18)
<b>16974</b>	<b>07/03/2018</b>	<b>07/10/2018</b>	<b>1991</b>	<b>Dettling, Diane</b>	<b>90.64</b> <b>04-00570.2 - 432 RAMSDELL ST</b>
343 10 00 00			Storm Drain Fees & Charge	415 000 340 Storm Drain	-20.22
343 40 00 00			Sale Of Water	425 000 340 Water Fund (de	-21.42
343 50 00 00			Sewer Revenues	430 000 340 Sewer Fund (de	-49.00
<b>17015</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>4858</b>	<b>Ewing Irrigation Products Inc</b>	<b>88.08</b> <b>Sportline Chalk</b>
576 80 31 02			Oper Supplies - Parks	001 000 576 General Fund	88.08 Sportline Chalk
<b>16962</b>	<b>07/02/2018</b>	<b>07/10/2018</b>	<b>6702</b>	<b>Ewing, Jeff</b>	<b>217.63</b> <b>04-00260.2 - 428 ELECTRON WAY</b>
343 10 00 00			Storm Drain Fees & Charge	415 000 340 Storm Drain	-48.54
343 40 00 00			Sale Of Water	425 000 340 Water Fund (de	-51.44

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	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	-117.65	
<b>16915</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>3638</b>	<b>Fircrest Golf Club</b>	<b>1,268.75 Golf Tank Land Rental</b>
	534 10 45 01	Land Rental/Water Tank	425 000 534 Water Fund (de	1,268.75	Golf Tank Land Rental (July 2018)
<b>16954</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>2493</b>	<b>Foley, Michael</b>	<b>59.00 1 Yr Library 2018</b>
	572 21 49 00	Library Services	001 000 572 General Fund	59.00	1 Yr Library 2018 / Marilyn Foley
<b>16955</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>7613</b>	<b>Furrow Pump</b>	<b>165.32 Fluoride Pump Valve Assembly Kits - Wells</b>
	534 50 31 01	Oper Supplies - Water Mai	425 000 534 Water Fund (de	165.32	Fluoride Pump Valve Assembly Kits (Quantity: 4) - Wells
<b>17000</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>8150</b>	<b>Garber, Stephanie</b>	<b>59.00 1 Yr Library 2018</b>
	572 21 49 00	Library Services	001 000 572 General Fund	59.00	1 Yr Library 2018 / Stephanie Garber
<b>16956</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>8046</b>	<b>Goncharova, Natalya</b>	<b>137.44 Russian Interpreter (2 Hrs)</b>
	512 50 41 03	Prof Srvs - Interpreter	001 000 512 General Fund	137.44	Russian Interpreter (2 Hrs) Plus Mileage (Case No. 8Z0390219 & Case No. 8Z0390220 & Case No. 8Z0390234) 06/27/18
<b>17013</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>132</b>	<b>Hess, Jody</b>	<b>29.50 1 Yr Library 2018</b>
	572 21 49 00	Library Services	001 000 572 General Fund	29.50	1 Yr Library 2018 / Jody Hess
<b>16916</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>3692</b>	<b>Home Depot Credit Services</b>	<b>14.04 Sprinkler Repair Parts - Pasadena / Ramsdell</b>
	534 50 31 01	Oper Supplies - Water Mai	425 000 534 Water Fund (de	14.04	Sprinkler Repair Parts: Damaged During Water Main Project - Pasadena / Ramsdell (PVC Pipe, PVC Cement, PVC Tees, PVC Couplings)
<b>16917</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>3692</b>	<b>Home Depot Credit Services</b>	<b>38.28 Bottled Water - Summer Field Crew, City Lunch Functions</b>
	542 30 31 02	Oper Supplies - Street Reg	101 000 542 City Street Fun	38.28	Bottled Water - Street
<b>16918</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>3692</b>	<b>Home Depot Credit Services</b>	<b>321.55 Bottled Water - Summer Field Crew, City Lunch Functions</b>
	531 50 31 02	Oper Supplies - Storm	415 000 531 Storm Drain	80.38	Bottled Water - Storm
	534 80 31 02	Oper Supplies - Water	425 000 534 Water Fund (de	80.39	Bottled Water - Water
	535 80 31 00	Oper Supplies - Sewer Gen	430 000 535 Sewer Fund (de	80.39	Bottled Water - Sewer
	542 30 31 02	Oper Supplies - Street Reg	101 000 542 City Street Fun	80.39	Bottled Water - Street

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<b>16993</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>7470</b>	<b>Inland Answering Service Inc</b>	<b>174.82 May 2018 After Hours Excess Charges (\$109.82) &amp; Annual Rate Increase Difference (Apr 2018 - Jan 2019 @ \$6.50 Per Month = \$65.00)</b>
531 50 42 00	Communication - Storm	415 000 531	Storm Drain	43.70	Answering Service Fees - Storm
534 10 42 00	Communication - Water	425 000 534	Water Fund (de	43.71	Answering Service Fees - Water
535 10 42 01	Communication - Sewer	430 000 535	Sewer Fund (de	43.71	Answering Service Fees - Sewer
542 30 42 00	Communication - Street	101 000 542	City Street Fun	43.70	Answering Service Fees - Street
<b>16919</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>3791</b>	<b>Lowe's Company-#338954</b>	<b>51.19 Adjustable Shower Rod, Shower Curtain, Curtain Rings - Recreation Center Men's Shower</b>
571 10 31 01	Oper Supplies - Rec	001 000 571	General Fund	51.19	Adjustable Shower Rod, Shower Curtain, Curtain Rings - Recreation Center Men's Shower
<b>16920</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>3791</b>	<b>Lowe's Company-#338954</b>	<b>28.17 Potting Soil Mix - City Hall</b>
518 30 31 04	Oper Sup/CH	001 000 518	General Fund	28.17	Potting Soil Mix - City Hall
<b>16921</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>3791</b>	<b>Lowe's Company-#338954</b>	<b>31.30 Flowers - City Hall Ballot Box &amp; Electrical Box Area</b>
518 30 31 04	Oper Sup/CH	001 000 518	General Fund	31.30	Flowers - City Hall Ballot Box & Electrical Box Area (Impatiens, Celosia, Marigolds)
<b>16922</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>3791</b>	<b>Lowe's Company-#338954</b>	<b>9.19 Kohler Flush Canister - Public Works Toilet</b>
518 30 31 03	Oper Sup/PWF	001 000 518	General Fund	9.19	Kohler Flush Canister - Public Works Toilet
<b>17019</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>3791</b>	<b>Lowe's Company-#338954</b>	<b>51.86 2"x6"x8' Douglas Fir Wood - Parks</b>
576 80 31 02	Oper Supplies - Parks	001 000 576	General Fund	51.86	2"x6"x8' Douglas Fir Wood (Quantity: 10) - Parks
<b>17020</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>3791</b>	<b>Lowe's Company-#338954</b>	<b>51.86 2"x6"x8' Douglas Fir Wood - Picnic Benches</b>
576 80 31 02	Oper Supplies - Parks	001 000 576	General Fund	51.86	2"x6"x8' Douglas Fir Wood (Quantity: 10) - Picnic Benches
<b>17021</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>3791</b>	<b>Lowe's Company-#338954</b>	<b>32.37 Flowers, Gorilla Tape</b>
518 30 31 04	Oper Sup/CH	001 000 518	General Fund	15.68	Gorilla Tape - City Hall
518 30 31 04	Oper Sup/CH	001 000 518	General Fund	16.69	Zinnias, Verbena Flowers - Voter Ballot Box Area
<b>16987</b>	<b>07/03/2018</b>	<b>07/10/2018</b>	<b>2652</b>	<b>Marino, Druzella</b>	<b>307.01 05-03550.6 - 1325 FARALLONE AVE</b>
343 10 00 00	Storm Drain Fees & Charge	415 000 340	Storm Drain	-71.48	
343 40 00 00	Sale Of Water	425 000 340	Water Fund (de	-74.01	
343 50 00 00	Sewer Revenues	430 000 340	Sewer Fund (de	-161.52	
<b>16957</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>7410</b>	<b>Maulana, Woodetta</b>	<b>59.00 1 Yr Library 2018</b>

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			572 21 49 00 Library Services	001 000 572 General Fund	59.00 1 Yr Library 2018 / Woodetta Maulana
<b>16985</b>	<b>07/03/2018</b>	<b>07/10/2018</b>	<b>6739</b>	<b>McNamer, Jody</b>	<b>180.45 05-03210.5 - 1313 MAGNOLIA CT</b>
			343 10 00 00 Storm Drain Fees & Charge	415 000 340 Storm Drain	-40.25
			343 40 00 00 Sale Of Water	425 000 340 Water Fund (de	-42.65
			343 50 00 00 Sewer Revenues	430 000 340 Sewer Fund (de	-97.55
<b>16995</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>6589</b>	<b>Murray, Smith &amp; Associates Inc</b>	<b>3,824.11 P#50 Drake Street Liftstation Construction Phase: Task Order No. 2018-002</b>
			594 35 63 03 Project Engineering Sewer	432 000 594 Sewer Improve	3,824.11 P#50 Drake Street Liftstation Construction Phase (Engineering Services Through 05/31/18)
<b>16958</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>3923</b>	<b>Orca Pacific Inc</b>	<b>531.04 Sodium Hypochlorite (Chlorine) - Wells</b>
			534 80 31 03 Oper Supplies - Chlorine	425 000 534 Water Fund (de	99.57 Chlorine (30 Gallons) - Well #4
			534 80 31 03 Oper Supplies - Chlorine	425 000 534 Water Fund (de	215.74 Chlorine (65 Gallons) - Well #9
			534 80 31 03 Oper Supplies - Chlorine	425 000 534 Water Fund (de	82.97 Chlorine (25 Gallons) - Well #8
			534 80 31 03 Oper Supplies - Chlorine	425 000 534 Water Fund (de	132.76 Chlorine (40 Gallons) - Well #7
<b>17022</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>3923</b>	<b>Orca Pacific Inc</b>	<b>431.47 Hypochlorite Solution (Liquid Chlorine)</b>
			576 20 31 01 Pool Supplies-Chemicals	001 000 576 General Fund	431.47 Hypochlorite Solution (Liquid Chlorine) - Swimming Pool
<b>17023</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>3923</b>	<b>Orca Pacific Inc</b>	<b>279.55 Hypochlorite Solution (Liquid Chlorine), Acid Magic (Hypochloric Acid)</b>
			576 20 31 01 Pool Supplies-Chemicals	001 000 576 General Fund	279.55 Hypochlorite Solution (Liquid Chlorine), Acid Magic (Hypochloric Acid) - Swimming Pool
<b>16959</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>3929</b>	<b>Owen Equipment Company</b>	<b>488.76 #60915D (Elgin Crosswind Sweeper) Gutter Brooms (Quantity: 2), Latch Seal</b>
			548 65 48 13 O & M - Storm	501 000 548 Equipment Ren	488.76 #60915D (Elgin Crosswind Sweeper) Gutter Brooms (Quantity: 2), Latch Seal
<b>16960</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>3958</b>	<b>PC Budget &amp; Finance - Jail</b>	<b>1,537.80 May 2018 - Jail Services</b>
			523 60 50 01 Jail	001 000 523 General Fund	1,537.80 May 2018 - Jail Services (Occupancy) Bookings, Daily Fees, Sip's Fees "Sheriff Inmate Population Reporting System", Mental Health
<b>17006</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>3957</b>	<b>PC Budget &amp; Finance</b>	<b>438.09 June 2018 Printing Services</b>
			512 50 31 00 Office & Oper Sup-Court	001 000 512 General Fund	324.14 Window Envelopes, Warrant Quash Forms - Court
			518 10 34 02 Central Office Printing	001 000 518 General Fund	113.95 Public Works Letterhead (Color Logo) - Central Printing



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<b>16923</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>8023</b>	<b>Pacific Heating &amp; Cooling</b>	<b>37.00 Refund Mechanical Permit @138 Spruce Street</b>
	322 10 00 01 Mechanical Permit		001 000 320 General Fund	-37.00	Refund Mechanical Permit @138 Spruce Street (Withdrew Application) Reference Invoice No. 3598 From 04/09/18
<b>16930</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>354</b>	<b>Parsons, Norman R</b>	<b>35.07 WETRC Workshop "Anatomy Of A SCADA Controlled Pump Station" / Mileage, Lunch Meal - Russ Parsons (06/25/18)</b>
	534 10 43 00 Travel - Water		425 000 534 Water Fund (de	35.07	WETRC Workshop "Anatomy Of A SCADA Controlled Pump Station" / Mileage, Lunch Meal - Russ Parsons (06/25/18) Lacey, WA
<b>17014</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>3955</b>	<b>Petrocard Systems Inc</b>	<b>853.27 Gas / Fuel</b>
	548 65 31 11 Parks/Rec Gas		501 000 548 Equipment Ren	46.15	Diesel Fuel - Parks
	548 65 31 12 Street Gas		501 000 548 Equipment Ren	271.93	Diesel Fuel - Street
	548 65 31 13 Storm Gas		501 000 548 Equipment Ren	373.63	Diesel Fuel - Storm
	548 65 31 14 Wtr/Swr Gas		501 000 548 Equipment Ren	161.56	Diesel Fuel - Wtr / Swr
<b>16989</b>	<b>07/03/2018</b>	<b>07/10/2018</b>	<b>2394</b>	<b>Phillips, Kris</b>	<b>157.31 05-01050.2 - 1223 ELDORADO AVE</b>
	343 10 00 00 Storm Drain Fees & Charge		415 000 340 Storm Drain	-39.05	
	343 40 00 00 Sale Of Water		425 000 340 Water Fund (de	-24.66	
	343 50 00 00 Sewer Revenues		430 000 340 Sewer Fund (de	-93.60	
<b>17005</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>7839</b>	<b>Pingel, Scott</b>	<b>51.00 Business Lunch / City Of University Officials Meeting (Attendees: Scott Pingel, Hunter George)</b>
	513 10 49 00 Miscellaneous - Admin		001 000 513 General Fund	51.00	Business Lunch / City Of University Officials Meeting (Attendees: Scott Pingel, Hunter George) 07/02/18 Chambers Bay Golf Course
<b>17007</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>7839</b>	<b>Pingel, Scott</b>	<b>50.00 AWC Conference / Meals - Scott Pingel</b>
	513 10 43 00 Travel - Admin		001 000 513 General Fund	50.00	AWC Conference / Meals (06/27/18 - 06/29/18) 2 Dinner, 1 Lunch - Scott Pingel
<b>17024</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>4828</b>	<b>Protect Youth Sports</b>	<b>526.40 Background Checks - Youth Baseball Coaches, Lifeguards</b>
	518 11 41 00 Prof Svcs - Personnel		001 000 518 General Fund	178.15	Background Checks - Lifeguards
	518 11 41 00 Prof Svcs - Personnel		001 000 518 General Fund	348.25	Background Checks - Youth Baseball Coaches
<b>16975</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>3986</b>	<b>Puget Sound Energy, BOT-01H</b>	<b>52.24 June 2018 City Hall</b>
	518 30 47 00 Public Utility Services - Ci		001 000 518 General Fund	52.24	PSE Gas - City Hall

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<b>16996</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>3986</b>		<b>Puget Sound Energy, BOT-01H</b>
				<b>2,982.62</b>	<b>June 2018 Parks, Pool</b>
	576 20 47 00	Public Utility Services - Po	001 000 576	2,202.01	PSE Gas - Swimming Pool
	576 80 47 00	Public Utility Services - Pa	001 000 576	780.61	PSE Gas - Parks
<b>16998</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>3986</b>		<b>Puget Sound Energy, BOT-01H</b>
				<b>42.83</b>	<b>June 2018 Public Works</b>
	531 50 47 02	Public Utility Services/Bldg	415 000 531	10.71	PSE Gas - Storm
	534 10 47 00	Utility Services/Building -	425 000 534	10.71	PSE Gas - Water
	535 10 47 00	Utility Services/Building -	430 000 535	10.71	PSE Gas - Sewer
	542 30 47 02	Electricity & Gas/Bldg - St	101 000 542	10.70	PSE Gas - Street
<b>16992</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>5710</b>		<b>Rainier Connect</b>
				<b>99.95</b>	<b>Internet Access Monthly Fee (July 2018)</b>
	518 81 42 00	Communication - I/S	001 000 518	99.95	Internet Access Monthly Fee (July 2018) - Cable Modem Service
<b>16984</b>	<b>07/03/2018</b>	<b>07/10/2018</b>	<b>7177</b>		<b>Russell, NoToane</b>
				<b>32.46</b>	<b>06-02720.1 - 1510 CYPRESS POINT AVE</b>
	343 10 00 00	Storm Drain Fees & Charge	415 000 340	-7.24	Storm Drain
	343 40 00 00	Sale Of Water	425 000 340	-7.67	Water Fund (de
	343 50 00 00	Sewer Revenues	430 000 340	-17.55	Sewer Fund (de
<b>16924</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>7389</b>		<b>Sand, Steve</b>
				<b>59.00</b>	<b>1 Yr Library 2018</b>
	572 21 49 00	Library Services	001 000 572	59.00	1 Yr Library 2018 / Mary Sand
<b>16925</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>4035</b>		<b>Sarco Supply</b>
				<b>258.64</b>	<b>Liners, Cinna-Mist Air Freshener, Disinfect Wipes</b>
	518 30 31 03	Oper Sup/PWF	001 000 518	144.29	Cinna-Mist Air Freshener, Sani-Sac Liners, Disinfect Wipes - Public Works
	518 30 31 04	Oper Sup/CH	001 000 518	34.56	Disinfect Wipes - City Hall
	576 80 31 01	Janitorial Supplies - Parks	001 000 576	79.79	Liners - Recreation Center
<b>16961</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>4035</b>		<b>Sarco Supply</b>
				<b>608.52</b>	<b>Towels, Toilet Paper, Gloves, Bathroom Cleaner, Liners</b>
	576 80 31 01	Janitorial Supplies - Parks	001 000 576	608.52	Towels, Toilet Paper, Gloves, Bathroom Cleaner, Liners - Recreation Center
<b>17009</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>2011</b>		<b>Scornaienchi, George</b>
				<b>115.00</b>	<b>Refund Whittier Shelter Rental / George Scornaienchi (Tacoma Amvets - Yankee Doodle Post #5)</b>
	362 40 00 00	Space & Facility Rental	001 000 360	-115.00	Refund Whittier Shelter Rental / George Scornaienchi (Tacoma Amvets - Yankee Doodle Post #5) "Did Not Use Facility - Only 3 Members Still Living" (Event Date: 07/21/18)

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<b>17012</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>4690</b>	<b>Sound Inspections LLC</b>	<b>2,001.89 06/01/18 - 06/30/18</b>
	524 20 41 01 Bldg Inspec/Plan Review		001 000 524 General Fund	2,001.89	06/01/18 - 06/30/18
<b>16926</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>4084</b>	<b>Staples Business Advantage</b>	<b>122.38 File Folders, Toner Cartridge - Court</b>
	512 50 31 00 Office & Oper Sup-Court		001 000 512 General Fund	122.38	File Folders, Toner Cartridge - Court
<b>16935</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>4084</b>	<b>Staples Business Advantage</b>	<b>204.80 Colored Paper, Tape, Note Pads, Pens, Markers, First Aid Supplies, Batteries, Wet Erase Markers, Mechanical Pencils</b>
	518 10 34 01 Central Office Supplies		001 000 518 General Fund	135.06	Colored Paper, Tape, Note Pads, Gel Pens, Sharpie Markers, Band Aids, Neosporin Ointment, Batteries - Central Supplies
	521 22 31 00 Office & Oper Sup - Police		001 000 521 General Fund	18.34	Wet Erase Markers, Mechanical Pencils - Police
	571 10 31 00 Office Supplies - Rec		001 000 571 General Fund	51.40	Colored Paper, Packing Tape - Recreation Center
<b>16965</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>4084</b>	<b>Staples Business Advantage</b>	<b>46.29 Certificate Jackets - Personnel</b>
	518 11 31 00 Office & Oper Sup-Personn		001 000 518 General Fund	46.29	Certificate Jackets (4 Packs) - Personnel
<b>16986</b>	<b>07/03/2018</b>	<b>07/10/2018</b>	<b>8101</b>	<b>Stover, Ariunaa</b>	<b>43.07 05-03030.0 - 1210 WEST MOUNT DR</b>
	343 10 00 00 Storm Drain Fees & Charge		415 000 340 Storm Drain	-12.26	
	343 40 00 00 Sale Of Water		425 000 340 Water Fund (de	-9.62	
	343 50 00 00 Sewer Revenues		430 000 340 Sewer Fund (de	-21.19	
<b>16932</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>4107</b>	<b>Summit Law Group</b>	<b>647.05 Apr / May 2018</b>
	521 22 41 00 Prof. Services/Consulting		001 000 521 General Fund	647.05	Apr / May 2018 Legal Consulting (Police Guild Bargaining Issues, Arbitration, Grievance Advice, Employee Benefits) - Police
<b>16963</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>4110</b>	<b>Superior Linen Service</b>	<b>70.30 06/07/18 Exchange Service</b>
	576 80 49 00 Miscellaneous - Parks		001 000 576 General Fund	70.30	06/07/18 Exchange Service
<b>16990</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>4110</b>	<b>Superior Linen Service</b>	<b>76.04 06/21/18 Exchange Service</b>
	576 80 49 00 Miscellaneous - Parks		001 000 576 General Fund	76.04	06/21/18 Exchange Service
<b>16927</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>7510</b>	<b>Tacoma Public Schools</b>	<b>240.00 Space / Facility Rental @ Wainwright School</b>
	511 60 49 00 Miscellaneous - Legislat		001 000 511 General Fund	240.00	Space / Facility Rental @ Wainwright Intermediate School - City Council Workshop (06/18/18) 4:00pm - 9:00pm
<b>16964</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>4135</b>	<b>Tacoma Screw Products Inc</b>	<b>87.86 Ear Plugs - Operating Sewer Machinery</b>

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535 80 35 00	Small Tools & Equip-Swr (	430 000 535	Sewer Fund (de	87.86	Ear Plugs (Quantity: 200) - Operating Sewer Machinery
<b>17025</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>4135</b>	<b>22.86</b>	<b>Bolts, Washers, Nuts</b>
576 80 31 02	Oper Supplies - Parks	001 000 576	General Fund	22.86	Bolts, Washers, Nuts - Parks
<b>17026</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>6950</b>	<b>387.40</b>	<b>Award Trophies, Dash Plates - Fircrest Picnic &amp; Hot Rod Car Show</b>
573 90 49 01	Community Events	001 000 573	General Fund	387.40	Award Trophies, Dash Plates - Fircrest Picnic & Hot Rod Car Show
<b>17002</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>4139</b>	<b>224.18</b>	<b>Oxford Inn / AWC Conference Lodging - Jamie Nixon</b>
511 60 43 00	Travel - Legislative	001 000 511	General Fund	224.18	Oxford Inn / AWC Conference Lodging - Jamie Nixon (06/27/18 - 06/29/18) Yakima, WA
<b>17003</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>4139</b>	<b>224.18</b>	<b>Oxford Inn / AWC Conference Lodging - Scott Pingel</b>
513 10 43 00	Travel - Admin	001 000 513	General Fund	224.18	Oxford Inn / AWC Conference Lodging - Scott Pingel (06/27/18 - 06/29/18) Yakima, WA
<b>17004</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>4139</b>	<b>759.72</b>	<b>Smart Foodservice / Strawberry Feed Supplies</b>
573 90 49 01	Community Events	001 000 573	General Fund	759.72	Smart Foodservice / Reddi Whip, Strawberries, Franz Shortcakes, Table Covers, Plastic Silverware - Strawberry Feed Supplies
<b>16966</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>6749</b>	<b>284.64</b>	<b>Mitel 5340e Replacement Phone - Barb Gollinger's Area (Shipped 06/25/18) "Can't Hear On Phone" Bad Phone Must Be Returned Within Two Weeks, Or The Full Amount Of The Phone Will Be Billed.</b>
548 65 48 05	O & M - Non-Dept.	501 000 548	Equipment Ren	284.64	Mitel 5340e Phone - Barb Gollinger (City Hall)
<b>16967</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>6749</b>	<b>105.50</b>	<b>Emergency Remote Service: Correct Dial Up Problems "When Customer Dialed Public Works Number They Received Fast Busy Signal Instead Of Forwarding To Answering Service"</b>
534 10 48 00	Rep & Maint - Water Admi	425 000 534	Water Fund (de	52.75	Emergency Remote Service: Correct Dial Up Problems - Public Works (06/18/18) Water Split
535 10 48 00	Rep & Maint - Sewer Adm	430 000 535	Sewer Fund (de	52.75	Emergency Remote Service: Correct Dial Up Problems - Public Works (06/18/18) Sewer Split

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<b>16972</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>4178</b>	<b>University Place Refuse Inc</b>	<b>484.05 Yardwaste (Right-Of-Ways)</b>
542 30 47 01	Dumping Fees - Street	101 000 542	City Street Fun	484.05	Yardwaste (Right-Of-Ways)
<b>16928</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>4179</b>	<b>Unum Life Insurance Company of America</b>	<b>46.80 Retired Benefits (July 2018)</b>
521 22 20 02	LEOFF I Long Term Care l	001 000 521	General Fund	46.80	Retired Benefits (July 2018)
<b>17008</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>4180</b>	<b>Utilities Underground</b>	<b>61.60 June 2018 Locates</b>
534 10 49 00	Miscellaneous - Water	425 000 534	Water Fund (de	30.80	June 2018 Locates - Water
535 10 49 00	Miscellaneous - Sewer	430 000 535	Sewer Fund (de	30.80	June 2018 Locates - Sewer
<b>16968</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>7588</b>	<b>Van Stetsen, Lisa</b>	<b>29.50 1/2 Library 2018</b>
572 21 49 00	Library Services	001 000 572	General Fund	29.50	1/2 Library 2018 / Lisa Van Stetsen
<b>16969</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>4188</b>	<b>Verizon Wireless LLC</b>	<b>383.34 Share Plan (14 Phones) Plus Mobile Broadband Unlimited (1)</b>
513 10 42 00	Communication - Admin	001 000 513	General Fund	75.60	Administration - City Manager
518 30 42 00	Communication - Fac/Equi	001 000 518	General Fund	41.24	Facilities - (3) Staff
521 22 42 00	Communication - Police	001 000 521	General Fund	40.01	Mobile Broadband Unlimited (253) 244-1364 "Should Have Been Set-Up On The Verizon Police Laptop Account"
521 22 42 00	Communication - Police	001 000 521	General Fund	211.82	Police - Chief, Sergeant, (7) Officers
576 80 42 00	Communication - Parks	001 000 576	General Fund	14.67	Parks - Maintenance Supervisor
<b>16973</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>4237</b>	<b>West Coast Paper</b>	<b>1,028.66 Copy Machine Paper</b>
518 10 34 01	Central Office Supplies	001 000 518	General Fund	1,028.66	Copy Machine Paper (240 Reams)
<b>17027</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>5286</b>	<b>Winsupply</b>	<b>125.14 Valve Boxes, Rainbird Falcon Nozzles, Rainbird Rotors</b>
576 80 31 02	Oper Supplies - Parks	001 000 576	General Fund	125.14	Valve Boxes, Rainbird Falcon Nozzles, Rainbird Rotors - Parks
<b>17028</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>5286</b>	<b>Winsupply</b>	<b>921.95 Fertilizer</b>
576 80 31 02	Oper Supplies - Parks	001 000 576	General Fund	921.95	Maquina Verde Slow Release Nitrogen Fertilizer (Quantity: 40) - Parks
<b>16970</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>2746</b>	<b>Worth Douglas F</b>	<b>59.00 1 Yr Library 2018</b>
572 21 49 00	Library Services	001 000 572	General Fund	59.00	1 Yr Library 2018 / Douglas Worth
<b>17016</b>	<b>07/10/2018</b>	<b>07/10/2018</b>	<b>3645</b>	<b>Wright Express FSC, WEX BANK</b>	<b>3,096.37 Gas / Fuel</b>
548 65 31 05	Non-Dept Gas	501 000 548	Equipment Ren	29.42	Non-Dept Gas

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548 65 31 06			Facilities Gas	501 000 548 Equipment Ren	60.12 Facilities Gas
548 65 31 08			Police Gas	501 000 548 Equipment Ren	1,715.15 Police Gas
548 65 31 11			Parks/Rec Gas	501 000 548 Equipment Ren	217.56 Parks Gas
548 65 31 12			Street Gas	501 000 548 Equipment Ren	751.78 Street Gas
548 65 31 14			Wtr/Swr Gas	501 000 548 Equipment Ren	322.34 Wtr / Swr Gas

Report Total: 118,567.79

## Fund

001 General Fund	43,699.80
101 City Street Fund	57,315.51
415 Storm Drain	1,138.40
425 Water Fund (department)	5,772.87
430 Sewer Fund (department)	2,094.06
432 Sewer Improvement Fund	3,824.11
501 Equipment Rental Fund	4,723.04

This report has been reviewed by:

REMARKS:

Signature & Title

Date

The City Council of the City of Fircrest held a special meeting on May 29, 2018 at 6:00 P.M. at the Fircrest Community Center located at 555 Contra Costa Avenue, Fircrest, WA 98466 for the sole purpose of discussing the Fircrest Pool and Community Center. Mayor Hunter T. George and Councilmembers David M. Viafore, Shannon Reynolds, Brett Wittner, Denny Waltier, Blake Surina, and Jamie Nixon were present.

Approximately 100 individuals attended the public meeting, including members of the Pool, Community Center, and Parks Steering Committee, project team, and City staff. The meeting included a presentation by BERK, NW Vernacular, and ARC Architects that provided an overview of the project, including project context, overall schedule, public participation opportunities, a brief introduction to financial options, Fircrest history, and a question and answer period. After the presentation, participants were invited to give their comments and feedback on site design options, pool features, and learn more about the park's history and funding options.

The public meeting ended approximately at 7:30 P.M.

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Hunter T. George, Mayor

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Jessica Nappi, City Clerk

**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 Shannon Reynolds, Brett Wittner, Blake Surina, and Jamie Nixon were present. Councilmembers David M. Viafore and Denny Waltier were absent and excused. George stated Viafore may arrive late to the meeting.

**PRESIDING OFFICER’S REPORT**

**A. Community Center and Pool Update**

Parks and Recreation Director Grover briefed the Council on the pool status, indicating the pool continued to use an average of 5,000 gallons a day in make-up water, which was lower than the average 8,500 gallons a day during the previous season. Grover indicated the usage of chlorine was minimized as well. Grover reported Whittier and Wainwright schools hosted the fifth grade graduation party at the park and pool over the weekend. Grover indicated the next meeting of the Pool, Community Center, and Parks Steering Committee was scheduled for June 19, 2018 at 6:00 P.M. at the Community Center and would discuss pool design options. Grover stated ARC Architects would present everything up to date including the outcomes of the June 19th Steering Committee meeting to Council at its June 26, 2018 regular meeting.

**B. Planning Commission Appointments**

George extended his apologies for being absent at the May 22, 2018 meeting and briefed the Council on the process of nominating the two candidates for the two vacancies on the Planning Commission. **Reynolds MOVED to confirm the Mayor’s appointment of Karissa Carpenter to the City of Fircrest Planning Commission effective June 13, 2018 through June 15, 2021; seconded by Nixon.** George invited councilmember comment; Reynolds commented on the error in the agenda summary, noting it should have reflected the unexpired term of Planning Commissioner Michaelson. George invited public comment; none were provided. **The Motion Carried (5-0).**

**Surina MOVED to confirm the Mayor’s appointment of Sarah Hamel to the City of Fircrest Planning Commission effective June 16, 2018 through June 15, 2024; seconded by Nixon.** George invited councilmember comment; none were provided. George invited public comment; none were provided. **The Motion Carried (5-0).**

George reported that he attended the Puget Sound Regional Council General Assembly meeting recently on behalf of the City and that the General Assembly adopted their operation and transportation budgets and celebrated the twenty women mayors in the four-county Puget Sound Regional Council. George reported that he attended the Pierce County, Cities and Towns recent meeting where Pierce County Executive Dammeier encouraged localities to consider a credit for jobs created by new businesses via permitting and utility credits, and stated he would forward the information to staff and the Planning and Building liaison for their consideration. George reported that the City’s Pierce Transit Board Commissioner, Nancy Henderson, reached out to him to discuss a proposed \$104,000 Fast Ferry Feasibility Study for High Speed, Passenger Only Ferry Service between downtown Tacoma and downtown Seattle Pierce Transit was considering at its June 11, 2018 meeting. George stated that although Henderson did not vote in favor of authorizing the study due to the timing of ST3, the Board approved to hire a consultant to perform the feasibility study. George invited councilmember comment; Reynolds commented she was excited the study was being done and looked forward to the results. Wittner commented on how the study would be paid for. George indicated South Sound Alliance would be meeting soon to discuss its 2019 work plan and its efforts as it related to economic development. George stated he intended to



attend and invited councilmembers and staff to attend the meeting. George added that he would request the South Sound 911 fees to be added to the agenda of the Pierce County, Cities and Towns fall meeting.

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

George invited public comment; Al (last name unknown), University Place resident, commented on improvements of west Regents Boulevard traffic island in order to ease of traffic congestion. George, Surina, and Wittner provided background on the removal of this project during the 2018 budget process as, at that time, it was observed traffic congestion improved with the traffic signal improvements and that Council would wait until traffic congestion worsened. There was a consensus for Council to revisit this item and staff would provide more information to Council at a future date.

**COMMITTEE, COMMISSION, AND LIAISON REPORTS**

**A. Administration**

Due to Waltier's absence, no report was provided.

**B. Environment, Planning and Building**

Reynolds indicated she had not had the opportunity to meet with the Planning and Building Administrator, and as such, no report was provided.

Viafore arrived at 7:25 P.M.

**C. Finance, IT, Facilities**

Nixon reported that he and staff reviewed the reports that were submitted to the State Auditor, and indicated staff had initiated working on the 2019 Budget. Nixon reported that the mid-year report would be brought before Council in July, and stated that the senior bus was traded in for the new bus, which would be delivered at the end of August. Nixon recognized Finance Director Corcoran and her staff for their work.

**D. Other Liaison Reports**

None were provided.

**CONSENT CALENDAR**

George requested the City Clerk read the Consent Calendar as follows: approval of Voucher No. 211314 in the amount of \$80.00; Voucher No. 211315 through Voucher Check No. 211418 in the amount of \$101,720.43; approval of Payroll Check No. 13157 through Payroll Check No. 13163 in the amount of \$100,649.43; approval of Payroll Check No. 13164 through Payroll Check No. 13178 in the amount of \$6,411.57; approval of Payroll Check No. 13179 through Payroll Check No. 13184 in the amount of \$89,664.15; approval of Payroll Check No. 13185 through Payroll Check No. 13202 in the amount of \$108,648.60; approval of the May 8, 2018 regular Council meeting minutes; approval of the May 21, 2018 special Council meeting minutes; approval of the Firecrest Pool, Community Center, and Parks Steering Committee members; setting Budget study sessions for September 24, October 1, 8, 22, and 29, 2018 at 6:00 P.M.; setting a public hearing on October 9, 2018 at 7:15 P.M. to receive comments on revenue sources for the Preliminary 2019 Budget including property taxes; setting a public hearing on October 9, 2018 at 7:15 P.M. to receive comments on the Preliminary 2019 Budget; and setting a public hearing on October 23, 2018 at 7:15 P.M. to receive comments on the Preliminary 2019 Budget. **Wittner MOVED to approve the Consent Calendar as read; seconded by Reynolds. The Motion Carried (6-0).**

**PUBLIC HEARING**

No public hearing was scheduled.

**UNFINISHED BUSINESS**

There was no unfinished business.

**NEW BUSINESS**

**A. AWC Business Meeting Voting Delegates**

City Manager Pingel briefed the Council on the proposed resolution that would designate himself and Nixon as voting delegates for the annual Association of Washington Cities (AWC) business meeting. **Wittner MOVED to adopt Resolution No. 1533, designating Councilmember Nixon and City Manager Pingel as voting delegates from the City of Fircrest for the annual AWC Business Meeting at the 2018 AWC Annual Conference; seconded by Reynolds.** George invited councilmember comment; none were provided. George invited public comment; none were provided. **The Motion Carried (6-0).**

**B. Bond Reimbursement**

Pingel briefed the Council on the proposed resolution that would declare the City's intent to make expenditures from the City's General Fund to pay a portion of the costs of replacing, rehabilitating and improving the City's pool and other parks capital projects, and reasonably expects to be reimbursed for those expenditures from proceeds of a future bonds. Pingel indicated the reimbursement would be retroactive sixty days from the time of the resolution was approved, which would include expenditures on recent pool repairs would be captured. Pingel stated that should it be decided to replace the community center, it would behoove the City to phase the construction as well the issuance of the approved bonds. Pingel stated the benefit of the bond reimbursement would be in capturing expenditures on recent pool repairs, any community center fixes, and Parks expenditures up until bond revenues. Pingel indicated the scope for the bond reimbursement resolution was for \$5,000,000. **Reynolds MOVED to adopt Resolution No. 1534, declaring its official intent to reimburse capital expenditures from proceeds of a future borrowing, and providing for all other matters properly related thereto, all as more particularly set forth herein; seconded by Wittner.** George invited councilmember comment; Viafore commented on the exclusion of the City Attorney approval as to form on the resolution. Pingel and City Attorney Smith indicated the resolution would be updated be approved by the City Attorney as well update the bond counsel's name, both of which would be treated as Scribner's errors. Surina inquired if the ARC Feasibility Study would be included in the bond reimbursement; Pingel indicated it would not. George invited public comment; none were provided. **The Motion Carried (6-0).**

**C. 2019-2024 Transportation Improvement Program**

Wakefield briefed the Council on the 2019-2024 Transportation Improvement Program, indicating no comments were received during the May 22, 2018 public hearing and no comments were received during the SEPA review. **Surina MOVED to adopt Resolution No. 1535, approving the City of Fircrest's Six-Year Transportation Improvement Program for the period of 2019 – 2024; seconded by Nixon.** George invited councilmember comment; George inquired about the PCRC grant project application; Wakefield indicated staff submitted a complete streets project for Alameda Avenue from Regents Boulevard to Spring Street. George invited public comment; none were provided. City Attorney Smith commented

on a Scribner's error under Section 1 on the resolution, indicating the year of adoption should reflect 2019 instead of 2018. **The Motion Carried (6-0).**

**CITY MANAGER COMMENTS**

Pingel requested the Council consider approval of Nixon's training attendance request for the annual AWC Business Meeting at the 2018 AWC Annual Conference, stating the per the Council rules, the City Council was required to approve any councilmember travel exceeding \$150. **Viafore MOVED to move to approve Councilmember Nixon's Training Attendance Request for the 2018 Association of Washington Cities Annual Conference from June 26 through June 29, 2018 not to exceed the dollar value of \$1,000.00; seconded by Reynolds.** George invited councilmember comment; Viafore stated he was excited Nixon could attend. George invited public comment; none were provided. **The Motion Carried (6-0).**

Pingel reported on the status of the High Tank painting and potential mural project, stating that due to the time of year, staff would delay bidding the project until closer to the end of the year and then bid both the High Tank and Low Tank together. Pingel stated he anticipated that these projects would be 2019 expenditures and completed as soon as weather permitted in the spring. Pingel indicated this would allow the Council more time to consider including a mural on the High Tank and how to fund it. Pingel indicated staff would return to Council with REET scenarios once the Low Tank estimate was available. Pingel indicated this was the first year the City was taking on the Car Show and asked for Council feedback for which fund donations should be deposited garnered from the Car Show. There was a brief discussion to dedicate the donations to the General Fund or Parks Capital, and there was a consensus to use those donations for Fircrest Park Playground replacement.

Pingel reported staff would be submitting the Names Family Foundation grant application before the June 15, 2018 deadline. Pingel stated that a cover letter requesting what the City needed would be submitted to the Edwards Foundation, and that staff would report back to Council with a progress update. George added that the Names Family Foundation application addressed only the pool, and stated that the Names Family Foundation indicated the City could refine its application during the summer as well as submit an additional request in the future for the community center project. George indicated that Jeff Edwards offered to help the City make connections with other family foundations with ties to the City. Pingel updated the Council on the crossings at Alameda Avenue, stating he was in communications with the principal of Whittier and Wainwright schools to address the concerns. Reynolds inquired about a ballpark figure for the pool project; Pingel commented on the difficulty of requesting donations without a fully developed project scope, and stated the City submitted a Names Family Foundation project application requested \$2 million for a \$5 million project. Pingel stated that the Edwards Foundation had a less formal process and would consider donating a certain amount of funds spread out over several years.

**DEPARTMENT HEAD COMMENTS**

- Wakefield reported that the Drake Street Lift Station project had been awarded to Pape & Sons, and that the City was working on resolving a pump failure at the Drake Street Lift Station by working with Pape & Sons to temporarily install a secondary, diesel pump until the delivery of the electrical pump.
- Chief Cheesman reported former Mayor Cavanaugh recently visited him and dropped off the Public Safety building's original building plans and an article regarding the building's dedication.

**COUNCILMEMBER COMMENTS**

- Viafore provided his concerns regarding business items and study session items, commenting that the Council Rules Discussion item scheduled for the June 26, 2018 regular Council meeting should be treated as a study session item. Viafore requested that item be placed on a study session unless it was a priority of the administration and Mayor. George stated he generally agreed with Viafore's stance on protocol but that he would prefer to discuss the item sooner than later due to the progress Council and staff had made on this item and full study session agendas in the coming months.
- Reynolds commented on giving consideration to work schedules and scheduling in-depth Council items. Reynolds stated she would be absent from the September 24, 2018 Budget study session.
- Wittner thanked Cheesman for participating in the Sound to Narrows running event, and commented on a recent property damage of a lawn bear sculpture on Claremont Street caused by a drunk driving accident.
- Surina commented his recent communications with the City of Camas regarding pool water loss and indicated he shared the City's pool survey with the City. Surina indicated he met with the new Ruston Police Chief and stated he would like Cheesman to meet with him.
- Nixon commented on accessibility and transparency as it related to making Council meeting audio available on the City's website, and requested if staff could research the feasibility of it and be discussed at a future Council meeting. Pingel indicated putting the audio online could be easily executed and asked for Council guidance regarding making the Council meeting audio accessible to the public via the website. Viafore requested time to digest and consider any downsides. Nixon requested placing a proclamation at the next regularly scheduled Council meeting in June to recognize Pride month, and George requested Nixon to coordinate with the City Clerk.
- George commented on the Fircrest Golf Course condominium development and associated tree removal, and urged staff to be prepared to address concerns and questions from the public. George stated he would like to place the Council Rules Discussion item on the June 26, 2018 meeting as it looked like it would be a light agenda, and stated he would postpone that item if that meeting went long or other items took precedence. Viafore commented that he would prefer to postpone the June 26, 2018 discussion on Council Rules.

**EXECUTIVE SESSION**

At 8:06 P.M., George reported that the Council would take a five-minute recess and convene into Executive Session, not to exceed the hour of 8:19 P.M., to discuss labor agreement pursuant to RCW 42.30.140. At 8:11 P.M., George noted Pingel would be joining the Executive Session.

The Council reconvened into regular session at 8:19 P.M.

**ADJOURNMENT**

**Reynolds MOVED to adjourn the meeting at 8:19 P.M., seconded by Wittner. The Motion Carried (6-0).**

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Hunter T. George, Mayor

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Jessica Nappi, City Clerk

Mayor Hunter T. George called the special meeting to order at 4:00 P.M. at the Wainwright Intermediate School located at 130 Alameda Avenue, Fircrest, WA 98466 for the sole purpose of a Council Workshop. Councilmembers David M. Viafore, Brett Wittner, Denny Waltier, and Blake Surina were present. George indicated Councilmember Shannon Reynolds would arrive late, and Councilmember Jamie Nixon was absent and excused.

Facilitator Bob Jean and the following City staff were in attendance:

- City Manager Pingel
- City Clerk Nappi
- Court Administrator Perry
- Finance Director Corcoran
- Parks and Recreation Director Grover
- Planning and Building Administrator Stahlnecker
- Police Chief Cheesman
- Public Works Director Wakefield

Reynolds arrived at 4:17 P.M.

The meeting, facilitated by Jean, included introductions, workshop objectives, MRSC Local Government Policy-Making Process review, team-building exercises, S.W.O.T. analysis and discussion, consensus goals review and discussion, and a workshop wrap-up.

**Viafore MOVED to adjourn at the meeting at 7:57 P.M.; seconded by Reynolds. The Motion Carried (6-0).**

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Hunter T. George, Mayor

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Jessica Nappi, City Clerk

**NEW BUSINESS:**        **Dynamic Collectors, Inc. Professional Services Contract**  
**ITEM 10A.**

**FROM:**                    **Kristi Perry, Court Administrator**

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**RECOMMENDED MOTION:**    **I move to adopt Resolution No.\_\_\_\_, authorizing the City Manager to execute an agreement for collections services with Dynamic Collectors, Inc.**

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**PROPOSAL:** The Council is being asked to adopt a resolution authorizing the City Manager to execute the professional services agreement with Dynamic Collectors, Inc. for collection services.

**FISCAL IMPACT:** Under the new contract, Dynamic Collectors, Inc. will pay the Court 100% of the interest they collect on the City's infraction accounts. On June 7, 2018, Engrossed Substitute House Bill 1783 went into effect, which prohibits the collection of interest on criminal accounts.

**ADVANTAGE:** This new contract with Dynamic Collectors, Inc. would be beneficial to the Fircrest Municipal Court. The Court does not pay for collection services. The defendant pays for all collection charges. Dynamic Collectors, Inc. have demonstrated that they will have a higher return rate with their agency and are willing to work with the Court to increase our collections revenue.

**DISADVANTAGES:** None.

**ALTERNATIVE:** Leave the current contract in place with AllianceOne.

**HISTORY:** In 1996, the City of Fircrest and AllianceOne entered into a contract for collection services. The original contract has been in place since then. The Court issued an RFP for collections services in March 2018 and four collections companies responded. Dynamic Collectors, Inc. demonstrated that they would be the best choice and would able to collect more for the Court.

**ATTACHMENTS:** [Resolution](#)  
[Professional Services Contract](#)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON AUTHORIZING THE CITY  
MANAGER TO ENTER INTO A NEW CONTRACT WITH  
DYNAMIC COLLECTORS, INC. FOR COLLECTION SERVICES.**

WHEREAS, the City of Fircrest will benefit from the use of Dynamic Collectors, Inc. Now, Therefore,

**Section 1.** The City Manager is hereby authorized and directed to enter into a new professional services agreement with Dynamic Collectors, Inc. for collection services.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON**, at a regular meeting thereof this 10th day of July 2018.

Hunter T. George, Mayor

Jessica Nappi, City Clerk

Michael B. Smith, City Attorney



**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE COLLECTION SERVICES  
BETWEEN THE CITY OF FIRCREST  
AND  
DYNAMIC COLLECTORS, INC.**

**1. Date and Parties**

This Agreement is entered into between the City of Fircrest, hereinafter referred to as "City" and Dynamic Collectors, Inc., hereinafter referred to as "Professional".

**2. General Recitals**

The purpose of this Agreement is for Professional to provide collections services for the Fircrest Municipal Court.

**3. Term**

The term of this Agreement shall be from September 1, 2018 and may be extended or modified by mutual consent of the parties.

**4. Termination of Agreement**

This Agreement may be terminated by either party, with or without cause, upon thirty (30) days' written notice served to the other party by registered mail. In such case, Professional shall be compensated by the City for all work performed to the date of termination.

**5. Products and Meetings**

The Professional shall provide the services as specified in the attached Exhibit A.

**6. Payment**

The Professional shall be compensated as outlined in Exhibit A.

**7. Notices**

Any notice required or permitted herein shall be deemed properly given at the time personally delivered or mailed postage prepaid and first class to the following addresses, or such other addresses as the City or Professional may designate in the future:

**IF TO THE CITY:**

City Manager  
City of Fircrest  
115 Ramsdell Street  
Fircrest, WA 98466

**WITH A COPY TO:**

City Clerk  
City of Fircrest  
115 Ramsdell Street  
Fircrest, WA 98466

**IF TO THE PROFESSIONAL:**

Kevin Klumper  
Dynamic Collectors, Incorporated  
790 South Market Blvd.  
Chehalis, WA 98532

#### **8. Discrimination and Compliance with Laws**

Professional agrees to not discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

Professional shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement, to specifically include the requirements of the Washington State Public Records Act, RCW 42.56.

Violation of this section shall be a material breach of this Agreement and grounds for cancellation, termination or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

#### **9. Defense, Indemnity, and Hold Harmless Agreement**

Professional agrees to Defend, Indemnify and Hold Harmless the City, it's elected officials, officers, employees, directors, agents, volunteers, and members from any and all claims, demands, losses, actions, or liabilities to or by any and all persons, property, facility, or entity for any occurrence on or about City property or facilities as a result of use or occupancy of the facilities, grounds or other property of any kind. This agreement includes both personal Injury, Bodily Injury, Death or Property Damage as well as other loss or damage. However, Professional shall not be responsible for the sole negligence of the City of Fircrest or their elected officials, officers, employees, directors, agents, volunteers and members.

#### **10. General Liability Insurance**

Professional shall purchase and maintain a \$1,000,000 General Liability insurance policy protecting the City of Fircrest, its elected officials, officers, employees, directors, agents, volunteers, and members and naming the City of Fircrest et al as a Primary Non-Contributory Additional Insured. A certificate of insurance will be provided annually. Limits and coverage of the insurance policy and this agreement do not relieve Professional from uninsured or underinsured losses or additional liability. This is attached as Exhibit B.

**11. Sole Contract Between Parties**

This Agreement is the sole written contract between the parties. Any prior written or oral understanding shall merge with this Agreement. It shall be amended only upon express written consent of the parties hereto.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF FIRCREST**

**PROFESSIONAL**

By: \_\_\_\_\_  
City Manager

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

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney

**ATTEST:**

By: \_\_\_\_\_  
City Clerk



DYNAMIC COLLECTORS, INC.

790 S MARKET BLVD, CHEHALIS, WA 98532

(360) 748.0420 • (800) 464.3457 • FAX (360) 748.0262

## EXHIBIT A

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by City of Fircrest, Fircrest, Washington (hereafter called "CITY") and Dynamic Collectors, Inc. (hereafter called "PROFESSIONAL"). It is understood that the PROFESSIONAL will be principally liable for compliance with this contract and insuring compliance of its affiliates, if any.

WHEREAS, the CITY holds unpaid judgments, which it desires to have collected; and

WHEREAS, statutory authority exists under *RCW 3.02.045* for the assignment of said unpaid judgments to a licensed collection agency for collection; and

WHEREAS, the PROFESSIONAL is duly licensed and bonded to collect said judgments assigned for collection by the CITY, THE PARTIES AGREE AND CONTRACT AS FOLLOWS:

### 1. Term and Termination.

This Contract may be terminated by either party, with or without cause, upon thirty (30) days' written notice served to the other party by registered mail. In such case, Professional shall be compensated by the City for all work performed to the date of termination.

If the PROFESSIONAL should become the subject of bankruptcy receivership or insolvency proceedings, the CITY may elect to terminate this contract. Such election shall be effective immediately upon mailing written notice of termination to the PROFESSIONAL. On termination of this contract, the PROFESSIONAL shall, on request, furnish the CITY with any information obtained with reference to the assigned accounts and/or consumer obligated thereon.

This contract shall automatically renew annually unless a desire to renegotiate a new contract is given by either party.

### 2. Assignment of Judgments.

The PROFESSIONAL agrees to accept for collection and the CITY agrees to assign various judgments that the CITY determines appropriate for collection, upon the terms and conditions set forth herein.

### 3. Collection Efforts.

The PROFESSIONAL shall exercise its best prudent and lawful efforts to secure collections of all accounts referred.

**4. Debts Just and Owing.**

The CITY certifies that every account referred will contain accurate information and will be just and owing, and will not be subject to any valid defense, set-off or counterclaim then known to the CITY, including that such account or the obligor of such account will not be subject to any bankruptcy proceeding, stay or discharge as of the time of referral. The CITY shall promptly inform the PROFESSIONAL, in writing, of any notice they receive that concerns any bankruptcy filing by any consumer, or of any other circumstance which is made known to the CITY, which constitutes a defense to a collection action.

**5. Compliance with Laws.**

Collection activities by the PROFESSIONAL shall be in strict compliance with all State and Federal laws existing at the time of collection activity. These laws include, but are not limited to, Chapter 19.16 RCW (the Collection Agency Act), Chapter 19.86 RCW (the Consumer Protection Act), RCW 3.02.045 (governing use of collection agencies by courts of limited jurisdiction), Public Law 95-109 (the Fair Debt Collection Practices Act) and all applicable laws and regulations of the United States Departments of Postal Services and the Federal Trade Commission and the Federal Service Member's Civil Relief Act and any applicable state iteration thereof.

**6. Legal Action & Work to be Performed.**

The PROFESSIONAL shall do all work and furnish all equipment, labor and materials necessary to collect unpaid judgments assigned to the PROFESSIONAL by the CITY. The judgments assigned will be chosen at the sole discretion of the CITY.

6.1. The PROFESSIONAL will provide a thirty-day notice for the CITY prior to assigning the judgments for collections. The PROFESSIONAL will bear all expenses for the producing of this notice. This final notice will be designed to meet the approval of the CITY and will reflect that payment is to be made to the CITY.

6.2. Additional litigation by the PROFESSIONAL will be taken only after reasonable collection efforts have been made. Unless otherwise agreed, legal costs and fees will be paid by the PROFESSIONAL and not the CITY, and will be recoverable from the consumer where allowed by applicable law, out of first monies recovered.

6.3. In the event that a defendant resides in another state, the judgment assigned from the CITY may be forwarded to another collection agency with which the PROFESSIONAL has a Business Associates Agreement or the judgment assigned from the CITY may be cancelled as an alternative.

**7. Insurance and Surety Requirements.**

For the duration of this contract, the PROFESSIONAL shall maintain in full force and effect and shall provide evidence of all insurance required by City of Fircrest, including, but not limited to, evidence of insurance against personal injury liability, comprehensive general liability, workers compensation and automobile liability insurance. *This is attached as Exhibit B.*

Additionally, the PROFESSIONAL will provide a fidelity bond in the sum of \$1,000,000.00. *Available upon request.*

**8. Claims Against Client.**

Neither the PROFESSIONAL, nor the PROFESSIONAL'S attorneys shall be responsible for providing the CITY with legal representation to defend the CITY against any claims, counterclaims or third-party claims asserted against the CITY, whether asserted in response to a collection lawsuit initiated by the PROFESSIONAL or otherwise.

**9. Cancellation of Accounts.**

Any judgments referred to the PROFESSIONAL may be withdrawn by the CITY at any time, unless legal action has been commenced by the PROFESSIONAL. Notification of withdrawal may be verbal, but shall be verified in writing prior to the next report date. In the event a judgment is withdrawn by the CITY, no fee will be due to the PROFESSIONAL for collection efforts on said judgment.

**10. Uncollectible Accounts.**

In the event an account is deemed uncollectible by the PROFESSIONAL, it may be returned to the CITY together with an explanation of why it is uncollectible.

**11. Hold Harmless Clause.**

The PROFESSIONAL agrees to indemnify and hold the Clerk of the City, City of Fircrest and all elected officials, employees and agents of the City of Fircrest harmless from and against any and all claims, demands, liabilities, judgments, losses and expenses, including but not limited to court costs and reasonable attorney fees occasioned by, arising out of related to, or in connection with any negligent or willful action or omission of the PROFESSIONAL or its employees and agents in the performance of the herein described. The CITY will indemnify and hold harmless the PROFESSIONAL, subsidiary or affiliated companies and divisions, and their officers, agents, owners, attorneys and employees from any Claims arising out of or as a result of the negligent acts or omissions of the CITY, its employees or agents; and specifically agrees to indemnify and hold harmless from and against all Claims resulting from errors in account information furnished to the PROFESSIONAL by the CITY.

**12. Agency Compensation.**

CITY will receive 100% of the principal amount placed with the PROFESSIONAL when judgments are paid in full.

The PROFESSIONAL will leave a \$5.00 balance on the judgment principal portion owed until all collection fees, interest charges and legal costs or fees have been paid in full.

Collection fees shall be added by the CITY onto judgments assigned to the PROFESSIONAL at the time of assignment. The PROFESSIONAL shall retain payment for services performed as set out hereafter:

The fee will be based on the assigned judgment amount per *RCW 19.16.500*. If the amount is \$100.00 or less, the CITY will assign a fee equal to the full amount. Judgments over \$100.00 will be assigned a fee of 50% of the assigned amount. Judgments over \$100,000.00 will be assigned a fee of 35% of the assigned amount.

Partial payments will be split between the CITY and the PROFESSIONAL as follows: Payments shall be applied first to all costs and fees incurred by the PROFESSIONAL, including, but not limited to: filing fees, ex parte fees, attorney fees and mailing and postage fees. Remaining payments shall be applied at a rate of 60% to the CITY and 40% to the PROFESSIONAL.

**13. Interest Charges.**

Upon assignment to collection, interest shall accrue on infraction and criminal restitution account amounts, including, but not limited to, court costs and/or collection fees, at the rate of 12% percent per annum. Accrued interest shall be calculated by the PROFESSIONAL, collected by the PROFESSIONAL and remitted by the PROFESSIONAL as follows: 100% of accrued interest to the CITY prior to the PROFESSIONAL commencing legal action and 100% of interest accrued after the PROFESSIONAL has commenced legal action shall be retained by the PROFESSIONAL. Criminal accounts assigned to collection, shall not accrue interest. Criminal restitution amounts must be assigned as a separate account in order to accrue interest.

The CITY must receive full payment in order to close a case. The CITY authorizes the PROFESSIONAL to either waive or reduce interest as a negotiation tool.

**14. Change in Law.**

Should there be changes in laws or through the CITYS policies which prescribe/allow a different method for receiving collection fees, the PROFESSIONAL shall modify its methods accordingly, upon instruction from the CITY.

**15. Payments to CITY from Other Source.**

A payment made on behalf of a consumer directly to the CITY on an assigned account will be promptly reported to the PROFESSIONAL by the CITY.

**16. Bankruptcy.**

When an account becomes subject to bankruptcy proceedings, the PROFESSIONAL will file any applicable claims or cancel the account back to the CITY.

**17. Reports and Remittance Schedule.**

The PROFESSIONAL and the CITY agree to the following reports and remittance schedule, subject to mutual modifications:

17.1. The PROFESSIONAL shall furnish the CITY with a computerized acknowledgment of the assigned judgments within a reasonable period of time following receipt of the same. The acknowledgment shall include an ALPHA listing by name of judgment consumer, court assigned case number, amount assigned, total number of judgments and total dollar amounts assigned for collection.

17.2. The PROFESSIONAL will remit payment to the CITY monthly.

17.3. The PROFESSIONAL will furnish the CITY with a report indicating all judgments currently assigned to the PROFESSIONAL upon request. The CITY will be provided online access to assigned judgments if desired.

**18. Compromises.**

The PROFESSIONAL will not engage in compromise settlement arrangements without the permission from the CITY on any judgment turned over (with the exception of interest adjustments). The CITY shall have no responsibility for uncollected costs advanced by the PROFESSIONAL.

**19. Trust Fund Account.**

The PROFESSIONAL shall deposit all sums received in payment of assigned judgments in a trust account maintained at Security State Bank. All such funds shall be held in trust as the sole and exclusive property of the CITY and shall not be used or available for any use by the PROFESSIONAL for any purpose whatsoever; or in any way co-mingled with the assets of the PROFESSIONAL. Such funds will continue to be the funds of the CITY until remitted or otherwise transferred. The CITY authorizes the PROFESSIONAL to endorse cashier's checks and money orders made payable to the CITY for the purpose of deposit into said trust account.

**20. Waiver.**

Failure to enforce any provision of this Contract shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Contract shall not be deemed waiver of any other right or power.

**21. Severability.**

In the event any term or condition of this Contract or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms conditions, or applications of this Contract which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Contract are declared severable.

**22. Notices.**

All notices, requests, demands, consents and other communications hereunder shall be in writing and shall be deemed to have been duly given when either (a) personally delivered; or (b) mailed postage prepaid and first class to the following addresses, or such other addresses as the City or Professional may designate in the future.

If to the PROFESSIONAL: Dynamic Collectors, Inc.  
Attn: Kevin Klumper  
790 S. Market Blvd.  
Chehalis, WA 98532

If to the CITY: City Manager  
City of Fircrest  
115 Ramsdell Street  
Fircrest, WA 98466



With a copy to:                      City Clerk  
   City of Fircrest  
   115 Ramsdell Street  
   Fircrest, WA 98466

**23. Record Inspection.**

The CITY and its staff shall have access to the books, documents, papers and records of the PROFESSIONAL; which are directly pertinent to this Contract. The PROFESSIONAL shall allow inspection of such information upon request from the CITY.

**24. Audit.**

The PROFESSIONAL will permit the CITY to audit court assigned judgments. Audits will be done at the PROFESSIONAL'S office on any accounts pertinent to this agreement. The PROFESSIONAL will be notified one week in advance that the CITY personnel will be conducting an audit and a time set for said procedure that is convenient for the PROFESSIONAL and the CITY.

**25. Nondiscrimination.**

In doing the work herein described, the PROFESSIONAL shall not discriminate on the basis of race, religion, sex, sexual orientation, age, national origin, disability or any other protected class consideration.

**26. Beneficiaries to Contract.**

This Contract is entered into for the benefit of the CITY and the PROFESSIONAL. No third-party beneficiaries are intended to be created or are created hereunder and no other party can derive any benefit here from.

**27. Entire Contract.**

This Contract constitutes the entire understanding between the PROFESSIONAL and the CITY regarding collection services provided to the CITY by the PROFESSIONAL, and may not be modified except by written agreement signed by both parties. This Contract supersedes any prior Contract, unless incorporated herein by reference.

**28. Choice of Law and Venue.**

This Contract shall be interpreted according to the laws of the State of Washington. Any judicial action to resolve disputes arising out of this Contract shall be brought in Lewis County Superior Court.

In WITNESS WHEREOF, the parties have executed the Contract on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

DYNAMIC COLLECTORS, INC.

CITY OF FIRCREST

BY: \_\_\_\_\_

Kevin Klumper

*President*

ADDRESS:

790 S. Market Blvd.

Chehalis, WA 98532

BY: \_\_\_\_\_

Printed Name:

Title:

ADDRESS:

115 Ramsdell Street

Fircrest, WA 98466

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Printed Name:

*City Administrator*



DYNACOL-01

EBUSS

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/28/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Northwest LLC PO Box 1226 Chehalis, WA 98532	CONTACT NAME: Emily Buss PHONE (A/C, No, Ext): (360) 748-0052 FAX (A/C, No): (360) 237-0365 E-MAIL ADDRESS: emily.buss@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Ohio Security Insurance Company	24082
INSURED Dynamic Collectors, Inc. Court Payment Management Services, Inc. 790 S. Market Blvd Chehalis, WA 98532	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		BKS58422635	12/27/2017	12/27/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BKS58422635	12/27/2017	12/27/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		BKS58422635	12/27/2017	12/27/2018	PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Fircrest is named as Additional Insured as required by written contract, as per CG 88 10 04 13.

## CERTIFICATE HOLDER

## CANCELLATION

City of Fircrest 115 Ramsdell Street Fircrest, WA 98466	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### INDEX

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

**A. NON-OWNED AIRCRAFT**

Under Paragraph **2. Exclusions** of **Section I – Coverage A - Bodily Injury And Property Damage Liability**, exclusion **g. Aircraft, Auto Or Watercraft** does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

**B. NON-OWNED WATERCRAFT**

Under Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability**, Subparagraph **(2)** of exclusion **g. Aircraft, Auto Or Watercraft** is replaced by the following:

This exclusion does not apply to:

- (2)** A watercraft you do not own that is:
- (a)** Less than 52 feet long; and
  - (b)** Not being used to carry persons or property for a charge.

**C. PROPERTY DAMAGE LIABILITY – ELEVATORS**

1. Under Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability**, Subparagraphs **(3), (4)** and **(6)** of exclusion **j. Damage To Property** do not apply if such “property damage” results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to **Section IV – Commercial General Liability Conditions**, Condition **4. Other Insurance**, Paragraph **b. Excess Insurance**:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

**D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)**

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph **2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability**:
  - a. The fourth from the last paragraph of exclusion **j. Damage To Property** is replaced by the following:

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

    - (i)** Premises rented to you for a period of 7 or fewer consecutive days; or
    - (ii)** Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance**.

2. Paragraph **6.** under **Section III – Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

- a. Any one premise:

- (1) While rented to you; or
- (2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

- 9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

#### **E. MEDICAL PAYMENTS EXTENSION**

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I – Coverage C – Medical Payments**, Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

- (b)** The expenses are incurred and reported within three years of the date of the accident; and

#### **F. EXTENSION OF SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

1. Under **Supplementary Payments – Coverages A and B**, Paragraph **1.b.** is replaced by the following:

- b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

#### **G. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT**

1. Paragraph **2.** under **Section II – Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
  - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
  - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
  - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
    - a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
    - (b) The construction, erection, or removal of elevators; or
    - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV – Commercial General Liability Conditions**.

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:
  - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
  - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

#### **H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. **Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.



- b.** The following is added to Paragraph **b. Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

**I. ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

- 1.** The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a.** Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
  - b.** Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
  - c.** Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
  - d.** We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.
- 2.** The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III – Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE  
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph **2.a.(1)** of **Section II - Who Is An Insured** is replaced with the following:

- (1)** "Bodily injury" or "personal and advertising injury":
- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
  - (b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1) (a)** above;
  - (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1) (a)** or **(b)** above; or
  - (d)** Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph **(d)**) does not apply.

Paragraphs **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision **J.** is excess over any other valid and collectable insurance available to your "employee".

#### **K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES**

Paragraph **3.** of **Section II - Who Is An Insured** is replaced by the following:

- 3.** Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a.** Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
  - b.** Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c.** Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
  - d.** Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

#### **L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES**

Under **Section IV – Commercial General Liability Conditions**, the following is added to Condition **6. Representations**:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

#### **M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

Under **Section IV – Commercial General Liability Conditions**, the following is added to Condition **2. Duties In The Event of Occurrence, Offense, Claim Or Suit**:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph **1.** of **Section II – Who Is An Insured** or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

#### **N. LIBERALIZATION CLAUSE**

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

#### **O. BODILY INJURY REDEFINED**

Under **Section V – Definitions**, Definition **3.** is replaced by the following:

- 3.** "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

**P. EXTENDED PROPERTY DAMAGE**

**Exclusion a.** of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

**a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US – WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU**

Under **Section IV – Commercial General Liability Conditions**, the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

**NEW BUSINESS:** Amendments to the Pierce County Countywide Planning Policies  
**ITEM 10B.**

**FROM:** Angelie Stahlnecker, Planning and Building Administrator

---

**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_\_, acknowledging approval of amendments to the Pierce County Countywide Planning Policies and authorizing the City Manager to execute an Interlocal Agreement, thereby ratifying the amendments.

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**PROPOSAL:** The City of Fircrest is being asked to ratify, through an interlocal agreement, amendments to the Pierce County Countywide Planning Policies (CPPs). Neither proposal directly effects the City.

The two proposed amendments are as follows:

1. Adds language that allows local jurisdictions to adopted criteria related to requiring dry sewers facilities in areas where sewer service is not currently available. The City of Fircrest does not have any dry sewers nor have any situations where we would require them.
2. Establishes Urban Growth Area (UGA) Capacity Banking. Capacity Banking would allow a city to reduce their UGA boundary without the County having to reduce its overall existing capacity. The reduction would be held in a capacity bank until another jurisdiction applies to expand their UGA boundary. The City of Fircrest has developed all of its UGA.

**FISCAL IMPACT:** None.

**ADVANTAGE:** Demonstrates support for Pierce County Regional Council (PCRC) and the Countywide Planning Policies.

**DISADVANTAGES:** None.

**ALTERNATIVE:** If the City is in favor of the proposal, the City may also take no action, which is considered a demonstration of approval. If the City is not in favor of the proposal, a resolution showing opposition must be passed and submitted to Pierce County Planning by November 13, 2018.

**HISTORY:** PCRC was created in 1992 by interlocal agreement among the cities, towns, and county of Pierce County. PCRC serves as a local link to the Puget Sound Regional Council (PSRC), promotes intergovernmental cooperation, facilitates compliance requirements of the Growth Management Act and the Regional Transportation Planning Organization (RCW 47.80). On December 21, 2017, PCRC recommended the attached amendments to the CPPs. The Pierce County Council adopted Ordinance No. 2018-15s on May 15, 2018, approving the proposed amendments and authorizing the Pierce County Executive to execute interlocal agreements with the cities and towns of Pierce County to ratify the proposal. For the proposal to be ratified and amended into the CPPs, it must be approved by at least 60% of the jurisdictions in Pierce County representing 75% of the total population.

**ATTACHMENTS:** [Resolution](#)  
[Pierce County Ordinance No. 2018-15s](#)

**CITY OF FIRCREST  
RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON AUTHORIZING THE CITY MANAGER  
TO EXECUTE AN INTERLOCAL AGREEMENT WITH PIERCE  
COUNTY AND ITS CITIES AND TOWNS, THEREBY AMENDING  
THE PIERCE COUNTY COUNTYWIDE PLANNING POLICIES AND  
ACKNOWLEDGING ITS APPROVAL OF THE PROPOSED  
AMENDMENTS TO THE PIERCE COUNTY COUNTYWIDE  
PLANNING POLICIES AS RECOMMENDED BY THE PIERCE  
COUNTY REGIONAL COUNCIL AND APPROVED BY THE  
PIERCE COUNTY COUNCIL.**

**WHEREAS**, the Pierce County Regional Council was created in 1992 by interlocal agreement among the cities and towns of Pierce County and Pierce County government, and charged with responsibilities, including: serving as a local link to the Puget Sound Regional Council, promoting intergovernmental cooperation, facilitating compliance with the coordination and consistency requirements of the Growth Management Act and the Regional Transportation Planning Organization (Chapter 47.80 RCW), and developing a consensus among jurisdictions regarding the development and modification of the Countywide Planning Policies; and

**WHEREAS**, the CPPs are written policy statements which are to be used solely for establishing a countywide framework from which the County and municipal comprehensive plans are developed and adopted; and

**WHEREAS**, the framework is intended to ensure that the County and municipal comprehensive plans are consist; and

**WHEREAS**, the County adopted its initial CPPs on June 30, 1992; and

**WHEREAS**, the current CPPs contain a policy that requires dry sewer facilities to be installed if sanitary sewer service is not available for a project within the designated Urban Growth Area; and

**WHEREAS**, situations exist in which it is not practical or feasible to require dry sewer facilities within the designated Urban Growth Area; and

**WHEREAS**, the current countywide UGA exceeds capacity and the urban growth area of a jurisdiction may be expanded only if the expansion results in a no net gain of the countywide UGA; and

**WHEREAS**, the PCRC has heard from various jurisdictions about the challenges associated with proposing urban growth area expansions that adhere to the “no net gain” criteria”; and

1 **WHEREAS**, the PCRC, based upon the recommendation from the GMCC and its own  
2 discussions, recommended approval of the proposal at its December 21, 2017 meeting;  
and

3 **WHEREAS**, amendments to the CPPs must be adopted through amendment of the  
4 original interlocal agreement or by a new interlocal agreement ratified by 60 percent of  
5 member jurisdictions in Pierce County representing 75 percent of the total population;  
and

6 **WHEREAS**, demonstration of ratification shall be by execution of an interlocal  
7 agreement or the absence of a legislative action to disapprove a proposed amendment;  
and

8 **WHEREAS**, a jurisdiction shall be deemed as casting an affirmative vote if it has not  
9 taken legislative action to disapprove a proposed amendment within 180 days from the  
10 date the Pierce County Council formally authorizes the Pierce County Executive to enter  
into an interlocal agreement; and

11 **WHEREAS**, when ratified by the necessary number of cities and towns, Section  
12 19D.240 of the Pierce County Code (PCC), "Pierce County Countywide Planning  
13 Policies", shall be amended, without a subsequent ordinance of the County Council, to  
incorporate the recommended proposal; and

14 **WHEREAS**, the Pierce County Planning Commission, at its February 27, 2018, regular  
15 public hearing, reviewed the proposed amendments to the CPPs; and

16 **WHEREAS**, the Pierce County Environmental official has determined the proposal is  
17 exempt from SEPA, per WAC 197-11-800(19) procedural actions; and

18 **WHEREAS**, the Community Development Committee of the Pierce County Council  
19 held a public hearing on April 2, 2018, where it considered oral and written testimony  
and forwarded its recommendation to the full County Council; and

20 **WHEREAS**, the County Council held a public hearing on May 15, 2018 and adopted  
21 Ordinance No. 2018-15s. Now Therefore,

22 **BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST:**

23 **Section 1.** The City Manager is hereby authorized and directed to execute the interlocal  
24 agreement as provided by Piece County, thereby ratifying the amendments to the Pierce  
25 County Countywide Planning Policies.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON,** at a regular meeting thereof this 10th day of July 2018.

**APPROVED:**

\_\_\_\_\_  
Hunter T. George, Mayor

**ATTEST:**

\_\_\_\_\_  
Jessica Nappi, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael B. Smith, City Attorney

Sponsored by: Councilmembers Connie Ladenburg and Derek Young  
Requested by: Executive/Planning and Public Works

## **ORDINANCE NO. 2018-15s**

**An Ordinance of the Pierce County Council Acknowledging its Approval of Proposed Policies in the Pierce County Countywide Planning Policies as Recommended by the Pierce County Regional Council; Authorizing the Pierce County Executive to Execute Interlocal Agreements with the Cities and Towns of Pierce County to Ratify the Proposed Amendments; Amending Chapter 19D.240 of the Pierce County Code, "Pierce County Countywide Planning Policies," Upon Ratification; and Adopting Findings of Fact.**

**Whereas**, the Pierce County Regional Council (PCRC) was created in 1992 by interlocal agreement among the cities and towns of Pierce County and Pierce County, and charged with responsibilities, including: serving as a local link to the Puget Sound Regional Council, promoting intergovernmental cooperation, facilitating compliance with the coordination and consistency requirements of the Growth Management Act (GMA) and the Regional Transportation Planning Organization (Chapter 47.80 Revised Code of Washington [RCW]), and developing a consensus among jurisdictions regarding the development and modification of the Countywide Planning Policies; and

**Whereas**, on January 31, 1995, the PCRC passed Resolution No. R95-17 affirming the commitment of the County to continue discussions with other local jurisdictions to resolve implementation of the GMA; and

**Whereas**, the Pierce County Countywide Planning Policies (CPPs) are written policy statements which are to be used solely for establishing a countywide framework from which the County and municipal comprehensive plans are developed and adopted; and

**Whereas**, the CPPs were originally adopted on June 30, 1992 and amended on April 9, 1996, December 17, 1996, November 18, 2004, November 17, 2008, June 26, 2012, August 27, 2012, July 11, 2014, and July 27, 2014; and

**Whereas**, the PCRC considered various options to address issues associated with the expansion of the Urban Growth Area in 2016; and

**Whereas**, the current CPPs contain a policy that requires dry sewer facilities to be installed if sanitary sewer service is not available for a project within the designated Urban Growth Area; and





1       **Whereas**, situations exist in which it is not practical or feasible to require dry  
2 sewer facilities within the designated Urban Growth Area; and  
3

4       **Whereas**, the Pierce County Growth Management Coordinating Committee  
5 (GMCC) is a technical subcommittee to the PCRC, and the GMCC includes staff  
6 representatives from the County and the cities and towns within Pierce County; and  
7

8       **Whereas**, the GMCC forwarded its proposed recommendation to amend the  
9 CPPs to the PCRC for consideration; and  
10

11       **Whereas**, the PCRC, based upon the recommendation from the GMCC and its  
12 own discussions, recommended approval of the proposal at its December 21, 2017  
13 meeting; and  
14

15       **Whereas**, amendments to the CPPs must be adopted through amendment of the  
16 original interlocal agreement or by a new interlocal agreement ratified by 60 percent of  
17 member jurisdictions in Pierce County representing 75 percent of the total population;  
18 and  
19

20       **Whereas**, demonstration of ratification shall be by execution of an interlocal  
21 agreement or the absence of a legislative action to disapprove a proposed amendment;  
22 and  
23

24       **Whereas**, a jurisdiction shall be deemed as casting an affirmative vote if it has  
25 not taken legislative action to disapprove a proposed amendment within 180 days from  
26 the date the Pierce County Council formally authorizes the Pierce County Executive to  
27 enter into an interlocal agreement; and  
28

29       **Whereas**, when ratified by the necessary number of cities and towns, Section  
30 19D.240 of the Pierce County Code (PCC), "Pierce County Countywide Planning  
31 Policies", shall be amended, without a subsequent ordinance of the County Council, to  
32 incorporate the recommended proposal; and  
33

34       **Whereas**, the Pierce County Planning Commission, at its February 27, 2018,  
35 regular public hearing, reviewed the proposed amendments to the CPPs; and  
36

37       **Whereas**, the Pierce County Environmental official has determined the proposal  
38 is exempt from SEPA, per WAC 197-11-800(19) procedural actions; and  
39

40       **Whereas**, the Community Development Committee of the Pierce County Council  
41 held a public hearing on April 2, 2018, where it considered oral and written testimony  
42 and forwarded its recommendation to the full County Council; and  
43

44       **Whereas**, the County Council held a public hearing on May 15, 2018, where oral  
45 and written testimony was considered; and  
46



1 **Whereas**, the County Council finds that it is in the public interest to authorize the  
2 Pierce County Executive to execute the interlocal agreement; **Now Therefore**,

3  
4 **BE IT ORDAINED by the Council of Pierce County:**

5  
6 Section 1. The Pierce County Council acknowledges its approval of the  
7 amendments to the CPPs recommended by the Pierce County Regional Council as set  
8 forth in Exhibit A, which is attached hereto and incorporated herein by reference.

9  
10 Section 2. The Pierce County Council authorizes the Pierce County Executive to  
11 execute Interlocal Agreements as set forth in Exhibit B, which is attached hereto and  
12 incorporated herein by reference, thereby ratifying the attached amendments to the  
13 CPPs and amending Chapter 19D.240 of the Pierce County Code as recommended by  
14 the Pierce County Regional Council.

15  
16 Section 3. Findings of Fact are hereby adopted as shown in Exhibit C, which is  
17 attached hereto and incorporated herein by reference.

18  
19 **PASSED this** 15<sup>th</sup> **day of** May, **2018.**

20  
21 **ATTEST:**

**PIERCE COUNTY COUNCIL**

Pierce County, Washington

22  
23  
24 Denise D. Johnson  
25  
26 **Denise D. Johnson**  
27 Clerk of the Council

Douglas G. Richardson  
**Douglas G. Richardson**  
Council Chair

28  
29 Bruce F. Dammeier  
30  
31 **Bruce F. Dammeier**  
32 Pierce County Executive  
33 Approved X Vetoed \_\_\_\_\_, this  
34 21<sup>st</sup> day of May,  
35 2018.

36  
37 Date of Publication of  
38 Notice of Public Hearing: April 25, 2018  
39  
40 Effective Date of Ordinance: May 31, 2018



## Dry Sewer Lines CPPs

### *Urban Public Services*

UGA-5. Within the delineated urban growth areas, the County, and each municipality in the County, shall adopt measures to ensure that growth and development are timed and phased consistent with the provision of adequate public facilities and services.

5.4 Public Sanitary Sewer Service. The following policies shall be applicable to the provision of public sanitary sewer service in the County and its municipalities:

#### 5.4.3 On-Site and Community Sewage Systems

- a. In order to protect the public health and safety of the citizens of Pierce County and of the municipalities in the County, to preserve and protect environmental quality including, but not limited to, water quality and to protect aquifer recharge areas, to work toward the goal of eliminating the development of new residential and commercial uses on on-site and community sewage systems within the urban areas in the unincorporated County or within municipal boundaries consistent with the Countywide Planning Policies, the County and each municipality shall adopt policies on the use of on-site and community sewage including:
  - (i) the most current Tacoma-Pierce County Board of Health Land Use Regulations for On-Site and Community Sewerage Systems;
  - (ii) policies which require connection to sanitary sewers when they are available in the following circumstances:
    - (a) if a septic system fails,
    - (b) for all new development except existing single-family lots,
    - (c) for development with dry sewer systems.
  - (iii) if sewer service is not available, dry sewer facilities shall be required, unless the local jurisdiction has adopted criteria that otherwise must be met.



## UGA Banking CPPs

AT-2. Urban Growth Area boundaries designated by the County pursuant to the Growth Management Act may be amended by Pierce County and accepted by the municipalities in the County pursuant to the same process by which the Urban Growth Areas were originally adopted and pursuant to subpolicies UGA-1 and UGA-2 of the “Countywide Planning Policy on Urban Growth Areas, Promotion of Contiguous and Orderly Development and Provision of Urban Services to Such Development.”

2.1 An amendment to Urban Growth Area boundaries may be initiated by the County or any municipality in the County.

2.2 A proposed amendment to Urban Growth Area boundaries shall include:

2.2.1 a map indicating the existing Urban Growth Area boundary and the proposed boundary modification;

2.2.2 a statement indicating how, and the extent to which, the proposed boundary modification complies with each of the factors listed in subpolicies 2.2, 2.4, 2.5 and 2.6 of the Countywide Planning Policy on Urban Growth Areas, Promotion of Contiguous and Orderly Development and Provision of Urban Services to Such Development;

2.2.3 a statement indicating the factors, data or analyses that have changed since the designation of the initial Urban Growth Area boundaries and/or the experience with the existing Urban Growth Area boundaries that have prompted the proposed amendment; and

2.2.4 documentation, if applicable, that an adequate number of capacity credits have been authorized to be withdrawn from the Urban Growth Area Capacity Bank as set forth in AT-2.5.

2.3 The Urban Growth Area of a jurisdiction may be expanded only if:

2.3.1 the jurisdiction’s observed development densities are consistent with the planned density assumptions as documented in the most recently published Buildable Lands Report as required by RCW 36.70A.215, and

2.3.2 there is a demonstrated need for additional residential or employment capacity within the Urban Growth Area affiliated with an individual jurisdiction and a demonstrated need county-wide; or the expansion results in a no net gain to the countywide UGA Urban Growth Area; or an adequate number of capacity credits from the Urban Growth Area Capacity Bank are available and have been authorized to be used, and



2.3.3 the consistency evaluation, as required through the Countywide Planning Policies on Buildable Lands, policies BL-3. and BL-4., identifies an inconsistency between the observed and planned densities, the jurisdiction shall either:

- 1) demonstrate reasonable measures were adopted to rectify the inconsistencies. Documentation shall also be submitted that summarizes the monitoring results of the effectiveness of the measures in rectifying density inconsistencies, or
- 2) document updated development data that indicates consistency.

2.4 To ensure the orderly development of urban lands, predictability in the provision of urban services, and the eventual annexation of Urban Growth Areas, Pierce County may incorporate criteria into its comprehensive plan policies for evaluating amendments proposing to remove properties from the Urban Growth Area. The criteria should, at a minimum, include the existing development pattern and density, vested development applications, and infrastructure and service needs to accommodate the existing and future residents. In general, any lands proposed to be removed from the Urban Growth Area shall be rural in character and not require any urban level infrastructure or service needs.

2.5 Pierce County, in conjunction with its cities and towns, may establish and utilize an Urban Growth Area Capacity Bank for unincorporated lands that are removed from the Urban Growth Area.

2.5.1 Portions of the existing Urban Growth Area, which are rural in character or where it has been determined that urban services will not be available, may be removed from the Urban Growth Area.

2.5.2 The land capacity associated with undeveloped or underutilized properties removed from the Urban Growth Area may be placed in the Urban Growth Area Capacity Bank in the form of housing and/or employment capacity credits.

2.5.2.1 The land capacity for underdeveloped and underutilized properties shall be calculated using the methodology and assumptions incorporated in the most recent Pierce County Buildable Lands Report.

2.5.3 The Urban Growth Area may be expanded using capacity credits from the Urban Growth Area Capacity Bank.

2.5.3.1 The banked capacity credits should only be utilized for the expansion of the Urban Growth Area when the area is affiliated with a city or town through the designation of a Potential Annexation Area.



1 2.5.4 Pierce County Regional Council is the body for authorizing distribution of  
2 capacity credits from the Urban Growth Area Capacity Bank.

3  
4 2.5.5 The Pierce County Regional Council shall establish an application and  
5 review process for authorizing use of capacity credits.

6  
7 2.5.6 The Pierce County Regional Council shall consider the following  
8 preference in the distribution of capacity credits:  
9 a. cities and towns that have not had a Potential Annexation Area since  
10 1996;  
11 b. cities and towns that have had a reduction in their Potential  
12 Annexation Area that has resulted in deposits into the Urban Growth  
13 Area Capacity Bank;  
14 c. cities and towns that have annexed all of their associated Potential  
15 Annexation Area; and  
16 d. the creation of logical city or town boundaries.

17  
18 2.5.7 Cities and towns utilizing capacity credits to expand its Urban Growth  
19 Area must demonstrate a commitment to annex the associated property.

20  
21 2.5.8 Pierce County will provide an annual report to the PCRC identifying the  
22 number of available capacity credits in the Urban Growth Area Capacity  
23 Bank.

24  
25 2.5.9 Participation in the Pierce County Transfer of Development Rights (TDR)  
26 program is not required when the Urban Growth Area is expanded using  
27 capacity credits from the Urban Growth Area Capacity Bank.

28  
29 2.5.6 A proposed amendment to the Urban Growth Area boundaries shall be referred  
30 to the PCRC for its review and recommendation.

31  
32 UGA-1. The County shall designate the countywide Urban Growth Area and Potential  
33 Annexation Areas within it, in consultations between the County and each  
34 municipality.

35  
36 1.1 County referral of proposed Urban Growth Area and Potential Annexation  
37 Area designations to the Pierce County Regional Council (PCRC).

38  
39 1.1.1 The PCRC may refer the proposed designations to the Growth  
40 Management Coordinating Committee (GMCC), or its successor entity  
41 for technical advice and for a report.

42  
43 1.1.2 The PCRC may conduct public meetings to review the proposed  
44 designation and, at such meetings, may accept oral or written comments  
45 and communications from the public.





1.1.3 At the conclusion of its review and analysis, the PCRC shall make a recommendation to the County and to the municipalities in the County.

1.2 Once adopted by the County, the Urban Growth Area and Potential Annexation Area designations shall not be changed except in accordance with the Countywide Policy on “Amendments and Transition.”

1.2.1 A jurisdiction shall not be required to modify existing Urban Growth Area boundaries or Potential Annexation Areas in order to reduce the residential or employment capacity to conform to adopted growth targets reflecting VISION 2040’s Regional Growth Strategy. Jurisdictions shall, however, consider the adopted growth targets when updating their local comprehensive plans.

1.2.2 Growth targets are the minimum number of residents, housing units, or jobs a given jurisdiction is planning to accommodate within the appropriate planning horizon and are to be developed through a collaborative countywide process that ensures all jurisdictions are accommodating a fair share of growth. These targets are informational tools integrated into local land use plans to assist in formulating future residential and employment land needs.

UGA-2. The following specific factors and criteria shall dictate the size and boundaries of urban growth areas:

2.7 The Urban Growth Areas in existence prior to the adoption of VISION 2040 may contain capacity beyond that needed to accommodate the growth target per regional geography for the succeeding 20-year planning period based upon existing zoning designations, allowed density, existing land division patterns, and similar factors. It is permissible for such areas to continue to be designated as Urban Growth Areas. Expansion of these Urban Growth Area boundaries is acknowledged to be inconsistent with the CPPs and strongly discouraged if the Urban Growth Area expansion is not in accordance with policy AT-2.3.



**INTERLOCAL AGREEMENT**

**AMENDMENTS TO THE PIERCE COUNTY  
COUNTYWIDE PLANNING POLICIES**

This agreement is entered into by and among the cities and towns of Pierce County and Pierce County. This agreement is made pursuant to the provisions of the Interlocal Cooperation Act of 1967, Chapter 39.34 RCW. This agreement has been authorized by the legislative body of each jurisdiction pursuant to formal action and evidenced by execution of the signature page of this agreement.

**BACKGROUND:**

- A. The Pierce County Regional Council (PCRC) was created in 1992 by interlocal agreement among the cities and towns of Pierce County and Pierce County. The organization is charged with responsibilities, including: serving as a local link to the Puget Sound Regional Council, promoting intergovernmental cooperation, facilitating compliance with the coordination and consistency requirements of the Growth Management Act (Chapter 36.70A RCW) and the Regional Transportation Planning Organization (Chapter 47.80 RCW), and developing a consensus among jurisdictions regarding the development and modification of the Countywide Planning Policies.
- B. The Pierce County Countywide Planning Policies provide for amendments to be adopted through amendment of the original interlocal agreement, or by a new interlocal agreement. The Pierce County Countywide Planning Policies may be amended upon the adoption of amendments by the Pierce County Council and ratification by 60 percent of the jurisdictions in Pierce County representing 75 percent of the total Pierce County population as designated by the State Office of Financial Management at the time of the proposed ratification.
- C. A demonstration of ratification shall be by execution of an interlocal agreement or the absence of a legislative action to disapprove a proposed amendment.
- D. A jurisdiction shall be deemed as casting an affirmative vote if it has not taken legislative action to disapprove a proposed amendment within 180 days from the date the Pierce County Council formally authorizes the Pierce County Executive to enter into an interlocal agreement.
- E. The amendment incorporates new policies that set criteria and a process for the formal recognition of areas that serve as important centers within Pierce County communities. This formal recognition may be used in future countywide project evaluations.
- F. The Pierce County Regional Council recommended adoption of the proposed amendment on December 21, 2017.





1 PURPOSE:

2  
3 This agreement is entered into by the cities and towns of Pierce County and Pierce County for  
4 the purpose of ratifying and approving the attached amendments to the Pierce County  
5 Countywide Planning Policies (attachment).

6  
7 DURATION:

8  
9 This agreement shall become effective upon execution by 60 percent of the jurisdictions in  
10 Pierce County, representing 75 percent of the total Pierce County population as designated by the  
11 State Office of Financial Management at the time of the proposed ratification. This agreement  
12 will remain in effect until subsequently amended or repealed as provided by the Pierce County  
13 Countywide Planning Policies.

14  
15 SEVERABILITY:

16  
17 If any of the provisions of this agreement are held illegal, invalid, or unenforceable, the  
18 remaining provisions shall remain in full force and effect.

19  
20 FILING:

21  
22 A copy of this agreement shall be filed with the Secretary of State, Washington Department of  
23 Commerce, the Pierce County Auditor, and each city and town clerk.

24  
25 IN WITNESS WHEREOF, this agreement has been executed by each member  
26 jurisdiction as evidenced by the signature page affixed to this agreement.  
27



**INTERLOCAL AGREEMENT**

**AMENDMENTS TO THE PIERCE COUNTY  
COUNTYWIDE PLANNING POLICIES**

Signature Page

The legislative body of the undersigned jurisdiction has authorized execution of the Interlocal Agreement, Amendments to the Pierce County Countywide Planning Policies.

IN WITNESS WHEREOF

This agreement has been executed by \_\_\_\_\_  
(Name of City/Town/County)

BY: \_\_\_\_\_  
(Mayor/Executive)

DATE: \_\_\_\_\_

Approved:

BY: \_\_\_\_\_  
(Director/Manager/Chair of County Council)

Approved as to Form:

BY: \_\_\_\_\_  
(City Attorney/Prosecutor)

Approved:

BY: \_\_\_\_\_  
(Pierce County Executive)



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Attachment to the  
Interlocal Agreement

Proposed Amendments  
to the  
Pierce County Countywide Planning Policies  
to  
Amend Dry Sewer Lines and UGA Capacity Bank

## Dry Sewer Lines CPPs

### *Urban Public Services*

UGA-5. Within the delineated urban growth areas, the County, and each municipality in the County, shall adopt measures to ensure that growth and development are timed and phased consistent with the provision of adequate public facilities and services.

5.4 Public Sanitary Sewer Service. The following policies shall be applicable to the provision of public sanitary sewer service in the County and its municipalities:

#### 5.4.3 On-Site and Community Sewage Systems

- a. In order to protect the public health and safety of the citizens of Pierce County and of the municipalities in the County, to preserve and protect environmental quality including, but not limited to, water quality and to protect aquifer recharge areas, to work toward the goal of eliminating the development of new residential and commercial uses on on-site and community sewage systems within the urban areas in the unincorporated County or within municipal boundaries consistent with the Countywide Planning Policies, the County and each municipality shall adopt policies on the use of on-site and community sewage including:
  - (i) the most current Tacoma-Pierce County Board of Health Land Use Regulations for On-Site and Community Sewerage Systems;
  - (ii) policies which require connection to sanitary sewers when they are available in the following circumstances:
    - (a) if a septic system fails,
    - (b) for all new development except existing single-family lots,
    - (c) for development with dry sewer systems.
  - (iii) if sewer service is not available, dry sewer facilities shall be required; unless the local jurisdiction has adopted criteria that otherwise must be met.



## UGA Banking CPPs

AT-2. Urban Growth Area boundaries designated by the County pursuant to the Growth Management Act may be amended by Pierce County and accepted by the municipalities in the County pursuant to the same process by which the Urban Growth Areas were originally adopted and pursuant to subpolicies UGA-1 and UGA-2 of the “Countywide Planning Policy on Urban Growth Areas, Promotion of Contiguous and Orderly Development and Provision of Urban Services to Such Development.”

2.1 An amendment to Urban Growth Area boundaries may be initiated by the County or any municipality in the County.

2.2 A proposed amendment to Urban Growth Area boundaries shall include:

2.2.1 a map indicating the existing ~~Urban Growth Area~~ boundary and the proposed boundary modification;

2.2.2 a statement indicating how, and the extent to which, the proposed boundary modification complies with each of the factors listed in subpolicies 2.2, 2.4, 2.5 and 2.6 of the Countywide Planning Policy on Urban Growth Areas, Promotion of Contiguous and Orderly Development and Provision of Urban Services to Such Development;

2.2.3 a statement indicating the factors, data or analyses that have changed since the designation of the initial Urban Growth Area boundaries and/or the experience with the existing Urban Growth Area boundaries that have prompted the proposed amendment; and

2.2.4 documentation, if applicable, that an adequate number of capacity credits have been authorized to be withdrawn from the Urban Growth Area Capacity Bank as set forth in AT-2.5.

2.3 The ~~Urban Growth Area~~ of a jurisdiction may be expanded only if:

2.3.1 the jurisdiction’s observed development densities are consistent with the planned density assumptions as documented in the most recently published Buildable Lands Report as required by RCW 36.70A.215, and

2.3.2 there is a demonstrated need for additional residential or employment capacity within the ~~Urban Growth Area~~ affiliated with an individual jurisdiction and a demonstrated need county-wide; ~~or the expansion results in a no net gain to the countywide UGA Urban Growth Area; or an adequate number of capacity credits from the Urban Growth Area Capacity Bank are available and have been authorized to be used, and~~



2.3.3 the consistency evaluation, as required through the Countywide Planning Policies on Buildable Lands, policies BL-3. and BL-4., identifies an inconsistency between the observed and planned densities, the jurisdiction shall either:

- 1) demonstrate reasonable measures were adopted to rectify the inconsistencies. Documentation shall also be submitted that summarizes the monitoring results of the effectiveness of the measures in rectifying density inconsistencies, or
- 2) document updated development data that indicates consistency.

2.4 To ensure the orderly development of urban lands, predictability in the provision of urban services, and the eventual annexation of ~~Urban~~ ~~Growth~~ ~~Areas~~, Pierce County may incorporate criteria into its comprehensive plan policies for evaluating amendments proposing to remove properties from the ~~Urban~~ ~~Growth~~ ~~Area~~. The criteria should, at a minimum, include the existing development pattern and density, vested development applications, and infrastructure and service needs to accommodate the existing and future residents. In general, any lands proposed to be removed from the ~~Urban~~ ~~Growth~~ ~~Area~~ shall be rural in character and not require any urban level infrastructure or service needs.

2.5 Pierce County, in conjunction with its cities and towns, may establish and utilize an Urban Growth Area Capacity Bank for unincorporated lands that are removed from the Urban Growth Area.

2.5.1 Portions of the existing Urban Growth Area, which are rural in character or where it has been determined that urban services will not be available, may be removed from the Urban Growth Area.

2.5.2 The land capacity associated with undeveloped or underutilized properties removed from the Urban Growth Area may be placed in the Urban Growth Area Capacity Bank in the form of housing and/or employment capacity credits.

2.5.2.1 The land capacity for underdeveloped and underutilized properties shall be calculated using the methodology and assumptions incorporated in the most recent Pierce County Buildable Lands Report.

2.5.3 The Urban Growth Area may be expanded using capacity credits from the Urban Growth Area Capacity Bank.

2.5.3.1 The banked capacity credits should only be utilized for the expansion of the Urban Growth Area when the area is affiliated with a city or town through the designation of a Potential Annexation Area.

2.5.4 Pierce County Regional Council is the body for authorizing distribution of capacity credits from the Urban Growth Area Capacity Bank.



2.5.5 The Pierce County Regional Council shall establish an application and review process for authorizing use of capacity credits.

2.5.6 The Pierce County Regional Council shall consider the following preference in the distribution of capacity credits:

- a. cities and towns that have not had a Potential Annexation Area since 1996;
- b. cities and towns that have had a reduction in their Potential Annexation Area that has resulted in deposits into the Urban Growth Area Capacity Bank;
- c. cities and towns that have annexed all of their associated Potential Annexation Area; and
- d. the creation of logical city or town boundaries.

2.5.7 Cities and towns utilizing capacity credits to expand its Urban Growth Area must demonstrate a commitment to annex the associated property.

2.5.8 Pierce County will provide an annual report to the PCRC identifying the number of available capacity credits in the Urban Growth Area Capacity Bank.

2.5.9 Participation in the Pierce County Transfer of Development Rights (TDR) program is not required when the Urban Growth Area is expanded using capacity credits from the Urban Growth Area Capacity Bank.

2.56 A proposed amendment to the Urban Growth Area boundaries shall be referred to the PCRC for its review and recommendation.

UGA-1. The County shall designate the countywide Urban Growth Area and Potential Annexation Areas within it, in consultations between the County and each municipality.

1.1 County referral of proposed Urban Growth Area and Potential Annexation Area designations to the Pierce County Regional Council (PCRC).

1.1.1 The PCRC may refer the proposed designations to the Growth Management Coordinating Committee (GMCC), or its successor entity for technical advice and for a report.

1.1.2 The PCRC may conduct public meetings to review the proposed designation and, at such meetings, may accept oral or written comments and communications from the public.

1.1.3 At the conclusion of its review and analysis, the PCRC shall make a recommendation to the County and to the municipalities in the County.



1 1.2 Once adopted by the County, the Urban Growth Area and Potential  
2 Annexation Area designations shall not be changed except in accordance with  
3 the Countywide Policy on “Amendments and Transition.”  
4

5 1.2.1 A jurisdiction shall not be required to modify existing Urban Growth  
6 Area boundaries or Potential Annexation Areas in order to reduce the  
7 residential or employment capacity to conform to adopted growth  
8 targets reflecting VISION 2040’s Regional Growth Strategy.  
9 Jurisdictions shall, however, consider the adopted growth targets when  
10 updating their local comprehensive plans.  
11

12 1.2.2 Growth targets are the minimum number of residents, housing units, or  
13 jobs a given jurisdiction is planning to accommodate within the  
14 appropriate planning horizon and are to be developed through a  
15 collaborative countywide process that ensures all jurisdictions are  
16 accommodating a fair share of growth. These targets are informational  
17 tools integrated into local land use plans to assist in formulating future  
18 residential and employment land needs.  
19

20 UGA-2. The following specific factors and criteria shall dictate the size and boundaries of  
21 urban growth areas:  
22

23 2.7 The Urban Growth Areas in existence prior to the adoption of VISION  
24 2040 may contain capacity beyond that needed to accommodate the growth  
25 target per regional geography for the succeeding 20-year planning period  
26 based upon existing zoning designations, allowed density, existing land  
27 division patterns, and similar factors. It is permissible for such areas to  
28 continue to be designated as Urban Growth Areas. Expansion of these  
29 Urban Growth Area boundaries is acknowledged to be inconsistent with  
30 the CPPs and strongly discouraged if the Urban Growth Area expansion is  
31 not in accordance with policy AT-2.3.  
32  
33





The Pierce County Council Finds:

1. The Pierce County Regional Council (PCRC) was created in 1992 by interlocal agreement among the cities and towns of Pierce County and Pierce County and charged with responsibilities including: serving as a local link to the Puget Sound Regional Council, promoting intergovernmental cooperation, facilitating compliance with the coordination and consistency requirements of the Growth Management Act (GMA) and the Regional Transportation Planning Organization (Chapter 47.80 Revised Code of Washington [RCW]), and developing a consensus among jurisdictions regarding the development and modification of the Countywide Planning Policies.
2. On January 31, 1995, the Pierce County Council passed Resolution No. R95-17 affirming the commitment of the County to continue discussions with other local jurisdictions to resolve implementation of the Growth Management Act.
3. The Growth Management Act required Pierce County to adopt a countywide planning policy in cooperation with the cities and towns located within the County.
4. The Pierce County Countywide Planning Policies (CPPs) are written policy statements which are to be used solely for establishing a countywide framework from which the County and municipal comprehensive plans are developed and adopted.
5. The CPPs were originally adopted on June 30, 1992 and amended on April 9, 1996, December 17, 1996, November 18, 2004, November 17, 2008, June 26, 2012, August 27, 2012, July 11, 2014, and July 27, 2014.
6. As a document adopted pursuant to requirements of the Growth Management Act, the CPPs should be incorporated by reference in Title 19D, Other Comprehensive Planning Documents, of the Pierce County Code.
7. The CPPs are adopted as 19D.240 of the Pierce County Code.
8. CPP UGA-2.7 states that "The urban growth areas in existence prior to the adoption of VISION 2040 may contain capacity beyond that needed...It is permissible for such areas to be designated...Expansion of these urban growth area boundaries is acknowledged to be inconsistent with the CPPs and strongly discouraged if...not in accordance with policy AT-2.3."
9. CPP AT-2.3 states, that "The urban growth area of a jurisdiction may be expanded only if:...2.3.2 there is a demonstrated need for additional...capacity...or the expansion results in a no net gain to the countywide UGA."



- 1 10. The PCRC has heard from various jurisdictions about the challenges associated  
2 with proposing urban growth area expansions that adheres to the “no net gain”  
3 criteria.
- 4
- 5 11. The PCRC considered various options to address issues associated with the  
6 expansion of the Urban Growth Area in 2016.
- 7
- 8 12. CPP UGA-5.4.3 On-Site and Community Sewage System (iii) states, “if sewer  
9 service is not available, dry-sewer facilities shall be required” within urban areas.
- 10
- 11 13. Various jurisdictions have identified situations where it is problematic to require  
12 dry-sewer facilities.
- 13
- 14 14. The PCRC recommended its adoption of the proposed amendments to the CPPs  
15 on December 21, 2017.
- 16
- 17 15. The Pierce County Planning Commission reviewed the proposed amendments and  
18 held a public hearing at its February 27, 2018 meeting.
- 19
- 20 16. The Planning Commission recommended approval of the proposed amendment  
21 that provides local flexibility in the requirement of dry-line facilities.
- 22
- 23 17. The Planning Commission recommended denial of the proposed amendment that  
24 establishes an Urban Growth Area Capacity Bank (Capacity Bank).
- 25
- 26 18. The Planning Commission had various concerns with the establishment of the  
27 Capacity Bank. These concerns ranged from lack of detail on how the process will  
28 occur, to the perception that it would add another bureaucratic layer.
- 29
- 30 19. The Planning Commission recommended that the County Council request that the  
31 PCRC amend the Capacity Bank proposal to include a sunset date for re-  
32 evaluation after 10 years.
- 33
- 34 20. The Planning Commission recommended that the County Council request that  
35 policy UGA-1.1.2 be amended by replacing “may” with “shall” as related to holding  
36 a public hearing.
- 37
- 38 21. The Pierce County Environmental official has determined the proposal is exempt  
39 from SEPA per WAC 197-11-800(19) procedural actions.
- 40
- 41 22. The CPPs include provisions addressing procedures for amending the CPPs.
- 42
- 43 23. The proposed amendments to the CPPs shall become effective when 60 percent  
44 of the cities, towns, and the County, representing 75 percent of the total population  
45 as designated by the State Office of Financial Management at the time of the  
46 proposed ratification become signatories to the agreement.
- 47



- 1 24. A demonstration of ratification shall be by execution of an interlocal agreement or  
2 the absence of a legislative action to disapprove the proposed amendment.  
3
- 4 25. A jurisdiction shall be deemed as casting an affirmative vote if it has not taken  
5 legislative action to disapprove a proposed amendment within 180 days from the  
6 date the Pierce County Council formally authorizes the Pierce County Executive to  
7 enter into an interlocal agreement.  
8
- 9 26. Per Pierce County Countywide Planning Policy AT 1.2.1, the date that the Pierce  
10 County Council formally authorizes the Pierce County Executive to enter into an  
11 interlocal agreement shall begin the 180-day ratification period.  
12
- 13 27. The 180-day ratification period shall begin on the effective date of Ordinance No.  
14 2018-15.  
15
- 16 28. A subsequent ordinance of the County Council shall not be necessary to  
17 acknowledge the ratification process and amend Section 19D.240 PCC, "Pierce  
18 County Countywide Planning Policies."  
19
- 20 29. The Community Development Committee of the County Council, after a properly  
21 noticed public hearing, considered oral and written testimony and forwarded its  
22 recommendation to the full Council.  
23
- 24 30. The County Council held a public hearing on May 15, 2018, where oral and written  
25 testimony was considered.  
26
- 27 31. It is in the public interest to authorize the Pierce County Executive to execute the  
28 interlocal agreements.

