

**FIRCREST CITY COUNCIL  
REGULAR MEETING AGENDA**

**TUESDAY, FEBRUARY 12, 2019  
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. Police Sergeant Promotion
  - B. Community Center and Pool Project
  - C. Capital Campaign Update
- 5. PUBLIC 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: [January 14, 2019 Study Session](#)  
[January 17, 2019 Special Meeting](#)  
[January 22, 2019 Regular Meeting](#)  
[January 23, 2019 Special Meeting](#)
  - C. Setting a public special meeting of the City Council on Wednesday, March 6, 2019 at 6:00 P.M. at the Roy H. Murphy Community Center, 555 Contra Costa Avenue, Fircrest, Washington for the sole purpose of discussing the Fircrest community center and pool project.
- 8. PUBLIC HEARING 7:15 P.M.**
  - A. [To receive comments on a proposed solid waste rate adjustment.](#)
- 9. UNFINISHED BUSINESS**
- 10. NEW BUSINESS**
  - A. [Ordinance: MCImetro Franchise Agreement, 2<sup>nd</sup> Reading](#)
  - B. [Ordinance: Acceptance of Donations](#)
  - C. [Resolution: Humane Society Contract](#)
  - D. [Motion: Approval of Special Election Ballot Measure For and Against Committee Forms](#)
- 11. CITY MANAGER COMMENTS**
  - A. Earth Day Event
  - B. February 27<sup>th</sup> Steering Committee Meeting
  - C. Special Election Ballot Measure Explanatory Statement
- 12. DEPARTMENT HEAD COMMENTS**
- 13. COUNCILMEMBER COMMENTS**
- 14. EXECUTIVE SESSION**
  - A. Performance of a public employee. RCW 42.30.110(1)(g).
- 15. ADJOURNMENT**

# ACCOUNTS PAYABLE

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
<b>18588</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>4296</b>	<b>AWC</b>	<b>25.00 WA Paid Family &amp; Med Leave Webinar - L. Davis</b>
	514 23 49 01	Reg & Tuition - Finance	001 000 514	General Fund	25.00 WA PFML Webinar - L. Davis
<b>18652</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>8417</b>	<b>AlakaSam LLC</b>	<b>225.00 Entertainment For Daddy-Daughter Dance</b>
	573 90 49 01	Community Events	001 000 573	General Fund	225.00 Entertainment For Daddy-Daughter Dance
<b>18608</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>7418</b>	<b>Alarm Center Inc</b>	<b>348.00 2019 Alarm Monitoring - Public Works</b>
	518 30 48 03	Rep & Maint - PW	001 000 518	General Fund	348.00 2019 Alarm Monitoring - PW
<b>18581</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>7066</b>	<b>Apex Engineering</b>	<b>3,500.00 P#56 Tank Painting - Initial Draft Of Specs</b>
	594 34 63 02	Project Engineering Water	426 000 594	Water Improve	3,500.00 P#56 Tank Painting - Initial Draft Of Specs
<b>18541</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>7948</b>	<b>Atkin, Troy</b>	<b>105.00 Youth Basketball Referee 8.75 Hrs</b>
	571 20 49 07	Youth Basketball/Youth Re	001 000 571	General Fund	105.00 Youth Basketball Referee 8.75 Hrs
<b>18632</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>5781</b>	<b>Batteries Plus Bulbs</b>	<b>96.67 12V Sewer Liftstation Backup Batteries (4)</b>
	535 80 31 00	Oper Supplies - Sewer Gen	430 000 535	Sewer Fund (de	96.67 12V Sewer Liftstation Backup Batteries (4)
<b>18527</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>8413</b>	<b>Benson, Agnes</b>	<b>59.00 Library Reimbursement 1 Year</b>
	572 21 49 00	Library Services	001 000 572	General Fund	59.00 Library Reimbursement 1 Year
<b>18640</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>5428</b>	<b>Boers, Jeff</b>	<b>1,401.25 Land Use Planning Services Jan 2019 - 14.75 Hrs</b>
	558 60 41 00	Prof Svcs - Planning	001 000 558	General Fund	1,401.25 01/2019 14.75 Hrs
<b>18583</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>7788</b>	<b>Bray, Katie</b>	<b>59.00 Library Reimbursement 1 Year</b>
	572 21 49 00	Library Services	001 000 572	General Fund	59.00 Library Reimbursement 1 Year
<b>18635</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>8414</b>	<b>Burdick, Cooper</b>	<b>159.00 Youth Basketball Referee 13.25 Hrs</b>
	571 20 49 07	Youth Basketball/Youth Re	001 000 571	General Fund	159.00 Youth Basketball Referee 13.25 Hrs
<b>18600</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>3572</b>	<b>CED</b>	<b>167.13 Exterior LED Lights For PSB</b>
	518 30 31 02	Oper Sup/PSB Bldg	001 000 518	General Fund	167.13 Exterior LED Lights For PSB
<b>18626</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>3572</b>	<b>CED</b>	<b>95.79 Fluorescent Bulbs (1 Case)</b>
	518 30 31 04	Oper Sup/CH	001 000 518	General Fund	95.79 Fluorescent Bulbs (1 Case)
Total CED				262.92	

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<b>18530</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>6775</b>	<b>Campbell, Sara</b>	<b>59.00 Library Reimbursement 1 Year</b>
	572 21 49 00	Library Services	001 000 572 General Fund	59.00	Library Reimbursement 1 Year
<b>18603</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>6018</b>	<b>Canon Financial Services Inc</b>	<b>563.79 Copier Rental January 2019 - City Hall, Court, Parks/Rec, Public Works</b>
	512 50 45 00	Oper Rentals - Copier - Coi	001 000 512 General Fund	140.95	01/2019 Court
	518 10 45 00	Oper Rentals - Copier - No	001 000 518 General Fund	140.95	01/2019 City Hall
	531 50 45 00	Oper Rentals - Copier - Sto	415 000 531 Storm Drain	35.24	01/2019 PW
	534 10 45 02	Oper Rentals - Copier - Wa	425 000 534 Water Fund (de	35.23	01/2019 PW
	535 10 45 00	Oper Rentals - Copier - Sev	430 000 535 Sewer Fund (de	35.24	01/2019 PW
	542 30 45 00	Oper Rentals - Copier - Str	101 000 542 City Street Fun	35.24	01/2019 PW
	571 10 45 01	Oper Rentals - Copier - Rec	001 000 571 General Fund	126.85	01/2019 Rec
	576 80 45 00	Oper Rentals - Copier - Par	001 000 576 General Fund	14.09	01/2019 Parks
<b>18605</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>6018</b>	<b>Canon Financial Services Inc</b>	<b>244.61 Police Copier Rental January 2019</b>
	521 22 45 00	Oper Rentals - Copier - Pol	001 000 521 General Fund	244.61	Police Copier Rental 01/2019
<b>18606</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>6018</b>	<b>Canon Financial Services Inc</b>	<b>13.63 Police Faxboard January 2019</b>
	521 22 45 00	Oper Rentals - Copier - Pol	001 000 521 General Fund	13.63	Police Faxboard 01/2019
Total Canon Financial Services Inc				822.03	
<b>18621</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>4290</b>	<b>Cascade Recreation Inc</b>	<b>1,203.41 New Bench For Fircrest Park (Paid By Donation)</b>
	576 80 31 02	Oper Supplies - Parks	001 000 576 General Fund	1,203.41	New Bench For Fircrest Park (Paid By Donation)
<b>18548</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>3994</b>	<b>CenturyLink</b>	<b>378.65 911, Message And Alarm - City Hall, Rec, Public Works February 2019</b>
	518 10 42 00	Communication - Non Dep	001 000 518 General Fund	63.11	CH 911 02/2019
	518 10 42 00	Communication - Non Dep	001 000 518 General Fund	63.11	CH Message 02/2019
	518 10 42 00	Communication - Non Dep	001 000 518 General Fund	63.11	CH Alarm 02/2019
	531 50 42 00	Communication - Storm	415 000 531 Storm Drain	31.56	PW 911 & Alarm 02/2019
	534 10 42 00	Communication - Water	425 000 534 Water Fund (de	31.56	PW 911 & Alarm 02/2019
	535 10 42 01	Communication - Sewer	430 000 535 Sewer Fund (de	31.56	PW 911 & Alarm 02/2019
	542 30 42 00	Communication - Street	101 000 542 City Street Fun	31.56	PW 911 & Alarm 02/2019
	576 80 42 00	Communication - Parks	001 000 576 General Fund	63.08	Rec Alarm 02/2019
<b>18566</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>3994</b>	<b>CenturyLink</b>	<b>66.99 Public Works DSL / Telemetry February 2019</b>
	534 10 42 00	Communication - Water	425 000 534 Water Fund (de	33.50	PW DSL / Telemetry 02/2019
	535 10 42 01	Communication - Sewer	430 000 535 Sewer Fund (de	33.49	PW DSL / Telemetry 02/2019
<b>18604</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>3994</b>	<b>CenturyLink</b>	<b>448.79 Circuit Line / PRI Line January 2019</b>

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	518 10 42 00	Communication - Non Dep	001 000 518 General Fund	448.79	Circuit Line / PRI 01/2019
<b>18617</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>3994 CenturyLink</b>	<b>63.12</b>	<b>Public Works Fax January 2019</b>
	531 50 42 00	Communication - Storm	415 000 531 Storm Drain	15.78	PW Fax 01/2019
	534 10 42 00	Communication - Water	425 000 534 Water Fund (de	15.78	PW Fax 01/2019
	535 10 42 01	Communication - Sewer	430 000 535 Sewer Fund (de	15.78	PW Fax 01/2019
	542 30 42 00	Communication - Street	101 000 542 City Street Fun	15.78	PW Fax 01/2019
<b>18622</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>3994 CenturyLink</b>	<b>131.76</b>	<b>Direct Inward Dial January 2019</b>
	518 10 42 00	Communication - Non Dep	001 000 518 General Fund	131.76	Direct Inward Dial 01/2019
<b>18623</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>3994 CenturyLink</b>	<b>66.69</b>	<b>Parks Prim 911 January 2019</b>
	576 80 42 00	Communication - Parks	001 000 576 General Fund	66.69	Parks Prim 911 01/2019
<b>18624</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>3994 CenturyLink</b>	<b>129.79</b>	<b>Police BA Machine / Modem January 2019</b>
	521 22 42 00	Communication - Police	001 000 521 General Fund	129.79	Police BA Machine / Modem 01/2019
			Total CenturyLink	1,285.79	
<b>18602</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>5805 CenturyLink</b>	<b>43.84</b>	<b>Long Distance Access &amp; Usage January 2019</b>
	518 10 42 00	Communication - Non Dep	001 000 518 General Fund	43.84	Long Distance 01/2019
<b>18539</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>7088 Certified Laboratories</b>	<b>368.35</b>	<b>Rubber Gloves (2 Cases)</b>
	535 50 31 01	Oper Supplies - Sewer Mai	430 000 535 Sewer Fund (de	368.35	Rubber Gloves (2 Cases)
<b>18576</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>4325 City Treasurer-Tac Sewer</b>	<b>305,536.28</b>	<b>4th Quarter 2018 Sewer Treatment</b>
	535 60 51 00	Sewage Treatment	430 000 535 Sewer Fund (de	305,536.28	4th Quarter 2018
<b>18639</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>4322 City of Tacoma - Utilities</b>	<b>4,219.52</b>	<b>Power - Various Locations January 2019</b>
	534 80 47 01	Utility Services/Pumping	425 000 534 Water Fund (de	1,233.55	Well #8, Weathervane 01/2019
	535 80 47 01	Utility Services/Pumping	430 000 535 Sewer Fund (de	766.83	Pump #3, Drake St Pump, Estate Place Pump, Commons Lift Pump, Alameda Lift Pump 01/2019
	542 30 47 03	Electricity/Traffic Lights	101 000 542 City Street Fun	20.07	40th / Alameda 01/2019
	542 63 47 00	Electricity/Street Lights	101 000 542 City Street Fun	2,176.57	Street Lights, 5200 Emerson Lights 01/2019
	576 80 47 00	Public Utility Services - Pa	001 000 576 General Fund	22.50	Storage Garage 01/2019
<b>18551</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>6685 Cleanstart LLC</b>	<b>1,950.00</b>	<b>Monthly Cleaning Services February 2019</b>
	518 30 41 01	Contract Maintenance	001 000 518 General Fund	1,950.00	Cleaning Services 02/2019
<b>18596</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>6268 Cole-Parmer Instrument Company</b>	<b>61.07</b>	<b>Chlorine PH Probe For Testing</b>

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	534 80 31 03	Oper Supplies - Chlorine	425 000 534 Water Fund (de	61.07	Chlorine PH Probe For Testing
<b>18558</b>	<b>02/12/2019</b>	<b>02/12/2019 7918</b>	<b>Contreras, Alejandra</b>	<b>140.00</b>	<b>Spanish Interpreting 2 Hrs</b>
	512 50 41 03	Prof Srvs - Interpreter	001 000 512 General Fund	140.00	Spanish Interpreting 2 Hrs 8Z1082230, 8Z1185295
<b>18598</b>	<b>02/12/2019</b>	<b>02/12/2019 7918</b>	<b>Contreras, Alejandra</b>	<b>140.00</b>	<b>Spanish Interpreting 2 Hrs</b>
	512 50 41 03	Prof Srvs - Interpreter	001 000 512 General Fund	140.00	Spanish Interpreting 2 Hrs 7Z0927334
<b>18628</b>	<b>02/12/2019</b>	<b>02/12/2019 7918</b>	<b>Contreras, Alejandra</b>	<b>140.00</b>	<b>Spanish Interpreting 2 Hrs</b>
	512 50 41 03	Prof Srvs - Interpreter	001 000 512 General Fund	140.00	Spanish Interpreting 2 Hrs 8Z0726707
Total Contreras, Alejandra				420.00	
<b>18553</b>	<b>02/12/2019</b>	<b>02/12/2019 3573</b>	<b>Copiers Northwest Inc</b>	<b>169.96</b>	<b>Police Copier Rental Feb 2019 &amp; Usage Jan 2019</b>
	521 22 45 00	Oper Rentals - Copier - Pol	001 000 521 General Fund	169.96	Rental 02/2019 & Usage 01/2019 Police
<b>18585</b>	<b>02/12/2019</b>	<b>02/12/2019 3573</b>	<b>Copiers Northwest Inc</b>	<b>355.55</b>	<b>Copier Usage December 2018 - City Hall, Court, Parks/Rec, Public Works</b>
	512 50 45 00	Oper Rentals - Copier - Coi	001 000 512 General Fund	49.37	12/2018 Court
	518 10 45 00	Oper Rentals - Copier - No	001 000 518 General Fund	187.52	12/2018 City Hall
	531 50 45 00	Oper Rentals - Copier - Sto	415 000 531 Storm Drain	24.91	12/2018 PW
	534 10 45 02	Oper Rentals - Copier - Wa	425 000 534 Water Fund (de	24.91	12/2018 PW
	535 10 45 00	Oper Rentals - Copier - Sev	430 000 535 Sewer Fund (de	24.92	12/2018 PW
	542 30 45 00	Oper Rentals - Copier - Str	101 000 542 City Street Fun	24.91	12/2018 PW
	571 10 45 01	Oper Rentals - Copier - Rec	001 000 571 General Fund	17.11	12/2018 Rec
	576 80 45 00	Oper Rentals - Copier - Par	001 000 576 General Fund	1.90	12/2018 Parks
Total Copiers Northwest Inc				525.51	
<b>18654</b>	<b>02/12/2019</b>	<b>02/12/2019 8418</b>	<b>Corwin Ford Tri-Cities</b>	<b>67,314.62</b>	<b>2019 Ford Explorer Police SUV (2 Vehicles)</b>
	594 21 64 00	Machinery & Equipment - ]	001 000 521 General Fund	67,314.62	2019 Ford Explorer Police SUV (2 Vehicles)
<b>18565</b>	<b>02/12/2019</b>	<b>02/12/2019 7268</b>	<b>CustomEnvelope.com</b>	<b>275.30</b>	<b>Green Return Envelopes (3,000)</b>
	531 50 49 03	Printing & Binding-Storm	415 000 531 Storm Drain	91.76	Green Return Envelopes (3,000)
	534 10 49 04	Printing & Binding - Water	425 000 534 Water Fund (de	91.77	Green Return Envelopes (3,000)
	535 10 49 03	Printing & Binding - Sewer	430 000 535 Sewer Fund (de	91.77	Green Return Envelopes (3,000)
<b>18525</b>	<b>02/12/2019</b>	<b>02/12/2019 1561</b>	<b>Demark, Robert E</b>	<b>59.00</b>	<b>Library Reimbursement 1 Year</b>
	572 21 49 00	Library Services	001 000 572 General Fund	59.00	Library Reimbursement 1 Year

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18564	02/12/2019	02/12/2019	3594	Dept Of Ecology	69,479.34	Loan #L1100018 Payment
	591 35 78 02	Principal Loan Payment	430 000 591	Sewer Fund (de	42,589.18	Loan #L1100018
	592 35 83 01	Interest Loan Payment	430 000 591	Sewer Fund (de	26,890.16	Loan #L1100018
18534	02/12/2019	02/12/2019	3596	Dept Of Health	3,577.50	2019 Operating Permit & Certification Fees
	534 10 49 01	State Operating Permit	425 000 534	Water Fund (de	3,577.50	2019 Operating Permit & Certification Fees
18619	02/12/2019	02/12/2019	6995	Endicott, Cynthia J.	227.50	Silver Sneakers And Chair Yoga - December 2018
	571 20 49 06	Instructor Fees	001 000 571	General Fund	227.50	12/2018
18649	02/12/2019	02/12/2019	4858	Ewing Irrigation Products Inc	65.89	Parts For Well #4
	534 50 31 01	Oper Supplies - Water Mai	425 000 534	Water Fund (de	65.89	Parts For Well #4
18648	02/12/2019	02/12/2019	3631	Fashion Fittings	65.94	Attach Sergeant Stripes For J. Miller
	521 22 49 01	Uniforms/Clothing/Laundry	001 000 521	General Fund	65.94	Attach Sergeant Stripes For J. Miller
18550	02/12/2019	02/12/2019	3638	Fircrest Golf Club	1,268.75	Golf Tank Land Rental February 2019
	534 10 45 01	Land Rental/Water Tank	425 000 534	Water Fund (de	1,268.75	02/2019
18618	02/12/2019	02/12/2019	3642	Flags A' Flying LLC	91.93	6x10 US Flag For City Hall
	518 30 31 04	Oper Sup/CH	001 000 518	General Fund	91.93	6x10 US Flag - CH
18647	02/12/2019	02/12/2019	7230	Galls, LLC - d.b.a. Blumenthal Uniform	36.54	Sergeant Stripes For J. Miller
	521 22 49 01	Uniforms/Clothing/Laundry	001 000 521	General Fund	36.54	Sergeant Stripes For J. Miller
18613	02/12/2019	02/12/2019	3668	Gray Lumber Company Inc	398.47	Street Sign Posts (6)
	542 30 31 02	Oper Supplies - Street Reg	101 000 542	City Street Fun	398.47	Street Sign Posts (6)
18615	02/12/2019	02/12/2019	6774	Greenleaf Landscaping 1 Inc	4,252.06	Monthly Landscaping Service January 2019
	518 30 41 01	Contract Maintenance	001 000 518	General Fund	3,146.52	01/2019
	542 80 49 03	Beautification Services (co	101 000 542	City Street Fun	1,105.54	01/2019
18567	02/12/2019	02/12/2019	3672	Guardian Security Inc	37.84	Drake St Liftstation Lock
	534 80 35 00	Small Tools & Equip - Wat	425 000 534	Water Fund (de	37.84	Drake St Liftstation Lock
18571	02/12/2019	02/12/2019	3672	Guardian Security Inc	45.77	Extra Keys For Spare Patrol Car
	518 30 31 02	Oper Sup/PSB Bldg	001 000 518	General Fund	45.77	Extra Keys For Spare Patrol Car

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			Total Guardian Security Inc	83.61	
<b>18555</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>3692 Home Depot Credit Services</b>	<b>22.28</b>	<b>Gutter Repair Supplies</b>
	518 30 31 04 Oper Sup/CH		001 000 518 General Fund	22.28	Gutter Repair Supplies
<b>18597</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>3692 Home Depot Credit Services</b>	<b>257.60</b>	<b>SAA#1695 Sump Pump For Drake St Liftstation</b>
	535 80 35 00 Small Tools & Equip-Swr		430 000 535 Sewer Fund (de	257.60	SAA#1695 Sump Pump For Drake St Liftstation
			Total Home Depot Credit Services	279.88	
<b>18562</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>4131 Humane Society - Tacoma</b>	<b>430.54</b>	<b>Boarding Contract January 2019</b>
	554 30 41 00 Animal Control		001 000 554 General Fund	430.54	01/2019
<b>18578</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>3704 International Assoc Of Chiefs Of Police</b>	<b>190.00</b>	<b>2019 Membership - Chief Cheesman</b>
	521 22 49 03 Dues,Memberships,Subscri		001 000 521 General Fund	190.00	2019 Membership - Chief Cheesman
<b>18533</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>151 Knecht, Joann</b>	<b>29.50</b>	<b>Library Reimbursement 1/2 Year</b>
	572 21 49 00 Library Services		001 000 572 General Fund	29.50	Library Reimbursement 1/2 Year
<b>18544</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>3762 LEIRA</b>	<b>50.00</b>	<b>2019 Dues - S. Maenhout</b>
	521 22 49 03 Dues,Memberships,Subscri		001 000 521 General Fund	50.00	2019 Dues - S. Maenhout
<b>18636</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>8415 Lee, Sierra</b>	<b>111.00</b>	<b>Youth Basketball Referee 9.25 Hrs</b>
	571 20 49 07 Youth Basketball/Youth Re		001 000 571 General Fund	111.00	Youth Basketball Referee 9.25 Hrs
<b>18651</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>3776 Lemay Mobile Shredding</b>	<b>94.00</b>	<b>Shredding January 2019 - Court And Finance</b>
	512 50 49 00 Miscellaneous - Court		001 000 512 General Fund	68.50	01/2019 - Court
	514 23 49 00 Miscellaneous - Finance		001 000 514 General Fund	25.50	01/2019 - Finance
<b>18536</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>3791 Lowe's Company-#338954</b>	<b>162.77</b>	<b>Bottled Water For Public Works Crew And Staff</b>
	531 50 31 02 Oper Supplies - Storm		415 000 531 Storm Drain	40.69	Bottled Water For Public Works Crew And Staff
	534 80 31 02 Oper Supplies - Water		425 000 534 Water Fund (de	40.69	Bottled Water For Public Works Crew And Staff
	535 80 31 00 Oper Supplies - Sewer Gen		430 000 535 Sewer Fund (de	40.70	Bottled Water For Public Works Crew And Staff
	542 30 31 02 Oper Supplies - Street Reg		101 000 542 City Street Fun	40.69	Bottled Water For Public Works Crew And Staff
<b>18572</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>3791 Lowe's Company-#338954</b>	<b>3.52</b>	<b>Floor Supplies For Rec</b>
	518 30 31 01 Oper Sup/Rec Bldg		001 000 518 General Fund	3.52	Floor Supplies For Rec
<b>18573</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>3791 Lowe's Company-#338954</b>	<b>33.78</b>	<b>Floor Supplies For Rec</b>

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518 30 31 01	Oper Sup/Rec Bldg	001 000 518	General Fund	33.78	Floor Supplies For Rec
<b>18590</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>3791</b>	<b>14.62</b>	<b>Floor Supplies For Rec</b>
518 30 31 01	Oper Sup/Rec Bldg	001 000 518	General Fund	14.62	Floor Supplies For Rec
<b>18599</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>3791</b>	<b>25.36</b>	<b>Drywall Tools</b>
518 30 35 00	Small Tools & Equip-Fac	001 000 518	General Fund	25.36	Drywall Tools
<b>18627</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>3791</b>	<b>131.23</b>	<b>SAA#1697 Dremel Tool Kit And Supplies</b>
518 30 31 01	Oper Sup/Rec Bldg	001 000 518	General Fund	14.10	Drywall
518 30 35 00	Small Tools & Equip-Fac	001 000 518	General Fund	103.55	SAA#1697 Dremel Tool Kit
518 30 35 00	Small Tools & Equip-Fac	001 000 518	General Fund	13.58	Pin Punch
<b>18629</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>3791</b>	<b>18.66</b>	<b>Maintenance Supplies</b>
518 30 31 01	Oper Sup/Rec Bldg	001 000 518	General Fund	5.52	Red Oak Wood
518 30 31 01	Oper Sup/Rec Bldg	001 000 518	General Fund	6.89	Screws
518 30 35 00	Small Tools & Equip-Fac	001 000 518	General Fund	6.25	Security Bit Set
Total Lowe's Company-#338954				389.94	
<b>18531</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>2316</b>	<b>59.00</b>	<b>Library Reimbursement 1 Year</b>
572 21 49 00	Library Services	001 000 572	General Fund	59.00	Library Reimbursement 1 Year
<b>18532</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>180</b>	<b>59.00</b>	<b>Library Reimbursement 1 Year</b>
572 21 49 00	Library Services	001 000 572	General Fund	59.00	Library Reimbursement 1 Year
<b>18582</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>6589</b>	<b>2,158.00</b>	<b>P#50 Professional Eng. Services Through 12/31/18</b>
594 35 63 03	Project Engineering Sewer	432 000 594	Sewer Improve:	2,158.00	P#50 Eng. Services Through 12/31/18
<b>18523</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>5325</b>	<b>59.00</b>	<b>Library Reimbursement 1 Year</b>
572 21 49 00	Library Services	001 000 572	General Fund	59.00	Library Reimbursement 1 Year
<b>18644</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>3910</b>	<b>307.71</b>	<b>SAA# 1698 Desk For Court Clerk</b>
512 50 35 00	Small Tools & Equip-Cour	001 000 512	General Fund	307.71	SAA# 1698 Desk For Court Clerk
<b>18528</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>7916</b>	<b>59.00</b>	<b>Library Reimbursement 1 Year</b>
572 21 49 00	Library Services	001 000 572	General Fund	59.00	Library Reimbursement 1 Year
<b>18538</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>3929</b>	<b>523.45</b>	<b>Brooms For Street Sweeper</b>
Owen Equipment Company					



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	548 65 48 13	O & M - Storm	501 000 548 Equipment Ren	523.45	Brooms For Street Sweeper
<b>18620</b>	<b>02/12/2019</b>	<b>02/12/2019 3958</b>	<b>PC Budget &amp; Finance - Jail</b>	<b>1,400.60</b>	<b>December 2018 Jail Services</b>
	523 60 50 01	Jail	001 000 523 General Fund	1,400.60	12/2018 8 Bookings, 10 Daily, 1 SIPS
<b>18554</b>	<b>02/12/2019</b>	<b>02/12/2019 3957</b>	<b>PC Budget &amp; Finance</b>	<b>12,005.00</b>	<b>2018 Voter Maintenance Charge</b>
	514 40 51 01	Special Elections & Voter I	001 000 511 General Fund	12,005.00	2018 Voter Maintenance Charge
<b>18646</b>	<b>02/12/2019</b>	<b>02/12/2019 3960</b>	<b>PC Clerks &amp; Finance Officers Assn</b>	<b>20.00</b>	<b>2019 Membership - J. Nappi</b>
	513 10 49 02	Dues,Memberships,Subscri	001 000 513 General Fund	20.00	2019 Membership - J. Nappi
<b>18545</b>	<b>02/12/2019</b>	<b>02/12/2019 3963</b>	<b>PC Police Chiefs Assoc</b>	<b>50.00</b>	<b>2019 Dues - Chief Cheesman</b>
	521 22 49 03	Dues,Memberships,Subscri	001 000 521 General Fund	50.00	2019 Dues - Chief Cheesman
<b>18535</b>	<b>02/12/2019</b>	<b>02/12/2019 3955</b>	<b>Petrocard Systems Inc</b>	<b>233.68</b>	<b>Gas / Fuel January 2019</b>
	548 65 31 12	Street Gas	501 000 548 Equipment Ren	15.04	Gas / Fuel 01/2019
	548 65 31 13	Storm Gas	501 000 548 Equipment Ren	128.40	Gas / Fuel 01/2019
	548 65 31 14	Wtr/Swr Gas	501 000 548 Equipment Ren	90.24	Gas / Fuel 01/2019
<b>18563</b>	<b>02/12/2019</b>	<b>02/12/2019 3971</b>	<b>Pitney Bowes Inc Supplies</b>	<b>130.77</b>	<b>Red Ink Cartridge</b>
	518 10 42 01	Postage - Non-Dept	001 000 518 General Fund	130.77	Red Ink Cartridge
<b>18634</b>	<b>02/12/2019</b>	<b>02/12/2019 3974</b>	<b>Platt Electric Supply Inc</b>	<b>36.36</b>	<b>Street Light Parts</b>
	542 63 31 00	Oper Supplies - Street Ligh	101 000 542 City Street Fun	36.36	Street Light Parts
<b>18542</b>	<b>02/12/2019</b>	<b>02/12/2019 4828</b>	<b>Protect Youth Sports</b>	<b>109.45</b>	<b>Background Checks November 2018 (11)</b>
	518 11 41 00	Prof Svcs - Personnel	001 000 518 General Fund	109.45	Background Checks November 2018 (11)
<b>18543</b>	<b>02/12/2019</b>	<b>02/12/2019 4828</b>	<b>Protect Youth Sports</b>	<b>9.95</b>	<b>Background Check January 2019</b>
	518 11 41 00	Prof Svcs - Personnel	001 000 518 General Fund	9.95	Background Check 01/2019
<b>18552</b>	<b>02/12/2019</b>	<b>02/12/2019 4828</b>	<b>Protect Youth Sports</b>	<b>89.55</b>	<b>Background Checks December 2018 (9)</b>
	518 11 41 00	Prof Svcs - Personnel	001 000 518 General Fund	89.55	Background Checks December 2018 (9)
Total Protect Youth Sports				208.95	
<b>18522</b>	<b>02/12/2019</b>	<b>02/12/2019 3986</b>	<b>Puget Sound Energy, BOT-01H</b>	<b>107.36</b>	<b>Gas - Public Works January 2019</b>
	531 50 47 02	Public Utility Services/Bldg	415 000 531 Storm Drain	26.84	Gas - PW 01/2019
	534 10 47 00	Utility Services/Building -	425 000 534 Water Fund (de	26.84	Gas - PW 01/2019

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	535 10 47 00	Utility Services/Building -	430 000 535 Sewer Fund (de	26.84	Gas - PW 01/2019
	542 30 47 02	Electricity & Gas/Bldg - St	101 000 542 City Street Fun	26.84	Gas - PW 01/2019
<b>18546</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>3986</b>	<b>Puget Sound Energy, BOT-01H</b>	<b>208.43 Gas - City Hall January 2019</b>
	518 30 47 00	Public Utility Services - Ci	001 000 518 General Fund	208.43	Gas - CH 01/2019
<b>18547</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>3986</b>	<b>Puget Sound Energy, BOT-01H</b>	<b>864.86 Gas - Rec January 2019</b>
	576 80 47 00	Public Utility Services - Pa	001 000 576 General Fund	864.86	Gas - REC 01/2019
Total Puget Sound Energy, BOT-01H				1,180.65	
<b>18569</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>3988</b>	<b>Puget Sound Finance Officers Assn</b>	<b>25.00 2019 Dues - C. Corcoran, M. Thomas, L. Davis</b>
	514 23 49 03	Dues,Memberships,Subscri	001 000 514 General Fund	25.00	2019 Dues - C. Corcoran, M. Thomas, L. Davis
<b>18625</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>4683</b>	<b>Puyallup, City of</b>	<b>97.85 December 2018 Jail Services</b>
	523 60 50 01	Jail	001 000 523 General Fund	97.85	12/2018 1 Daily
<b>18549</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>5710</b>	<b>Rainier Connect, Mashell Telecom</b>	<b>106.95 Internet Access Monthly Fee February 2019</b>
	518 81 42 00	Communication - I/S	001 000 518 General Fund	106.95	Internet 02/2019
<b>18637</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>8416</b>	<b>Reed, Isaiah</b>	<b>114.00 Youth Basketball Referee 9.5 Hrs</b>
	571 20 49 07	Youth Basketball/Youth Re	001 000 571 General Fund	114.00	Youth Basketball Referee 9.5 Hrs
<b>18595</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>4026</b>	<b>S &amp; B Inc</b>	<b>785.79 System Repairs To Weathervane And Well #9</b>
	534 50 48 01	Rep & Maint - Water Main	425 000 534 Water Fund (de	785.79	System Repairs To Weathervane And Well #9
<b>18559</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>4035</b>	<b>Sarco Supply</b>	<b>-40.79 Credit For Returned Cleaner</b>
	518 30 31 01	Oper Sup/Rec Bldg	001 000 518 General Fund	-40.79	Credit For Returned Cleaner
<b>18560</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>4035</b>	<b>Sarco Supply</b>	<b>186.77 Cleaning Products</b>
	518 30 31 01	Oper Sup/Rec Bldg	001 000 518 General Fund	186.77	Cleaning Products
<b>18574</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>4035</b>	<b>Sarco Supply</b>	<b>196.88 Janitorial Supplies - Public Works</b>
	518 30 31 03	Oper Sup/PWF	001 000 518 General Fund	196.88	Janitorial Supplies - PW
<b>18575</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>4035</b>	<b>Sarco Supply</b>	<b>268.66 Janitorial Supplies - Rec Center</b>
	518 30 31 01	Oper Sup/Rec Bldg	001 000 518 General Fund	268.66	Janitorial Supplies - Rec

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			Total Sarco Supply	611.52	
<b>18577</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>6088 Sentinel Pest Control Inc</b>	<b>109.90</b>	<b>Rec Center Pest Control January 2019</b>
	518 30 48 01	Rep & Maint - Rec Bldg	001 000 518 General Fund	109.90	Rec Pest Control 01/2019
<b>18642</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>6350 Sevier, Maria</b>	<b>1,620.00</b>	<b>GIS Support January 2019</b>
	531 50 41 00	Prof Svcs - Storm	415 000 531 Storm Drain	324.00	01/2019
	534 10 41 00	Prof Svcs - Water	425 000 534 Water Fund (de	324.00	01/2019
	535 10 41 00	Prof Svcs - Sewer	430 000 535 Sewer Fund (de	324.00	01/2019
	542 30 41 00	Prof Svcs - Street	101 000 542 City Street Fun	324.00	01/2019
	558 60 41 00	Prof Svcs - Planning	001 000 558 General Fund	324.00	01/2019
<b>18556</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>4056 Sherwin-Williams Company</b>	<b>27.33</b>	<b>Paint Samples For PSB</b>
	518 30 31 02	Oper Sup/PSB Bldg	001 000 518 General Fund	27.33	Paint Samples For PSB
<b>18607</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>7308 SiteCrafting Inc</b>	<b>99.00</b>	<b>Monthly Hosting Cityoffircrest.net 1/15/19</b>
	518 81 41 02	Web Design & Maintenanc	001 000 518 General Fund	99.00	Cityoffircrest.net 1/15/19
<b>18540</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>4065 Smith, Alling, P.S.</b>	<b>175.00</b>	<b>Judge Pro Tempore 3.5 Hrs 1/31/19</b>
	512 50 41 02	Prof Svcs - Pro Temp Judge	001 000 512 General Fund	175.00	Judge Pro Tempore 3.5 Hrs 1/31/19
<b>18641</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>4690 Sound Inspections LLC</b>	<b>1,571.44</b>	<b>Inspections, Mileage And Phone Calls Jan 2019</b>
	524 20 41 01	Bldg Inspec/Plan Review	001 000 524 General Fund	1,571.44	01/2019
<b>18580</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>7749 Sound Uniform Solutions Inc</b>	<b>36.33</b>	<b>Added Tourniquet Packet - J. Roberts</b>
	521 22 49 01	Uniforms/Clothing/Laundry	001 000 521 General Fund	36.33	Added Tourniquet Packet - J. Roberts
<b>18557</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>4084 Staples Business Advantage</b>	<b>47.69</b>	<b>Air Purifier</b>
	514 23 35 00	Small Tools & Equip - Fin	001 000 514 General Fund	47.69	Air Purifier
<b>18561</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>4084 Staples Business Advantage</b>	<b>10.43</b>	<b>Court Supplies</b>
	512 50 31 00	Office & Oper Sup-Court	001 000 512 General Fund	10.43	Court Supplies
<b>18570</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>4084 Staples Business Advantage</b>	<b>22.08</b>	<b>Court Supplies</b>
	512 50 31 00	Office & Oper Sup-Court	001 000 512 General Fund	22.08	Court Supplies
<b>18609</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>4084 Staples Business Advantage</b>	<b>138.01</b>	<b>Supplies - Central, Rec And Police</b>
	518 10 34 01	Central Office Supplies	001 000 518 General Fund	45.37	Central Supplies
	521 22 31 00	Office & Oper Sup - Police	001 000 521 General Fund	15.88	Police Supplies

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	571 10 31 00	Office Supplies - Rec	001 000 571 General Fund	76.76	Rec Supplies
<b>18610</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>4084</b>	<b>48.14</b>	<b>Supplies - Planning/Building And Central</b>
	518 10 34 01	Central Office Supplies	001 000 518 General Fund	5.02	Central Supplies
	524 20 35 00	Small Tools & Equip - Bldg	001 000 524 General Fund	21.56	Building Supplies
	558 60 35 00	Small Tools & Equip - Plar	001 000 558 General Fund	21.56	Planning Supplies
<b>18611</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>4084</b>	<b>12.96</b>	<b>Planning/Building Supplies</b>
	524 20 31 00	Office & Oper Sup-Bldg	001 000 524 General Fund	6.48	Building Supplies
	558 60 31 00	Office & Oper Sup-Plan	001 000 558 General Fund	6.48	Planning Supplies
<b>18612</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>4084</b>	<b>-34.06</b>	<b>Credit For Hanging Files Returned</b>
	518 10 34 01	Central Office Supplies	001 000 518 General Fund	-34.06	Credit For Return
<b>18614</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>4084</b>	<b>135.30</b>	<b>Court Supplies</b>
	512 50 31 00	Office & Oper Sup-Court	001 000 512 General Fund	122.71	Court Supplies
	512 50 35 00	Small Tools & Equip-Cour	001 000 512 General Fund	12.59	Court Supplies
<b>18643</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>4084</b>	<b>131.58</b>	<b>Court Supplies</b>
	512 50 31 00	Office & Oper Sup-Court	001 000 512 General Fund	131.58	Court Supplies
Total Staples Business Advantage				512.13	
<b>18616</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>4110</b>	<b>844.90</b>	<b>Exchange Service September 2018 - January 2019</b>
	576 80 49 00	Miscellaneous - Parks	001 000 576 General Fund	76.04	09/13/18
	576 80 49 00	Miscellaneous - Parks	001 000 576 General Fund	76.04	09/27/18
	576 80 49 00	Miscellaneous - Parks	001 000 576 General Fund	76.04	10/11/18
	576 80 49 00	Miscellaneous - Parks	001 000 576 General Fund	76.04	10/25/18
	576 80 49 00	Miscellaneous - Parks	001 000 576 General Fund	76.04	11/08/18
	576 80 49 00	Miscellaneous - Parks	001 000 576 General Fund	76.04	11/22/18
	576 80 49 00	Miscellaneous - Parks	001 000 576 General Fund	76.04	12/06/18
	576 80 49 00	Miscellaneous - Parks	001 000 576 General Fund	76.04	12/20/18
	576 80 49 00	Miscellaneous - Parks	001 000 576 General Fund	78.86	1/09/19 (Floor Care & Service Charge Increased)
	576 80 49 00	Miscellaneous - Parks	001 000 576 General Fund	78.86	1/17/19
	576 80 49 00	Miscellaneous - Parks	001 000 576 General Fund	78.86	1/31/19
<b>18587</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>4328</b>	<b>2,829.20</b>	<b>#52951D (2011) Replaced Transmission</b>
	548 65 48 08	O & M - Police	501 000 548 Equipment Ren	2,829.20	#52951D (2011) Replaced Transmission
<b>18591</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>4328</b>	<b>939.70</b>	<b>#60942D Oil Change, Replaced Front &amp; Rear Brakes</b>

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548 65 48 08	O & M - Police		501 000 548 Equipment Ren	939.70	#60942D Oil Change, Replaced Front & Rear Brakes
<b>18592</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>4328</b>	<b>88.13</b>	<b>#66368D Oil Change</b>
548 65 48 08	O & M - Police		501 000 548 Equipment Ren	88.13	#66368D Oil Change
Total Systems for Public Safety Inc				3,857.03	
<b>18584</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>4139</b>	<b>21.00</b>	<b>PC Chief Appointed Officials Meeting Lunch - S. Pingel</b>
513 10 43 00	Travel - Admin		001 000 513 General Fund	21.00	Meeting Lunch - S. Pingel
<b>18589</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>4139</b>	<b>-213.82</b>	<b>Refund For Cancelled Hotel (WFOA Conference)</b>
514 23 43 00	Travel - Finance		001 000 514 General Fund	-213.82	Refund For Cancelled Hotel
<b>18593</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>4139</b>	<b>49.00</b>	<b>ICC Simple Plan Review Webinar - J. Westman</b>
524 20 49 01	Reg & Tuition - Building		001 000 524 General Fund	49.00	ICC Simple Plan Review Webinar - J. Westman
<b>18594</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>4139</b>	<b>35.00</b>	<b>MRSC Customer Service Webinar - J. Westman</b>
558 60 49 01	Reg & Tuition - Planning		001 000 558 General Fund	35.00	MRSC Customer Service Webinar - J. Westman
<b>18601</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>4139</b>	<b>107.87</b>	<b>SAA#1696 Replacement Hard Drive For Backup Device</b>
518 81 35 00	Small Tools & Equip - I/S		001 000 518 General Fund	107.87	SAA#1696 Replacement Hard Drive For Backup Device
<b>18631</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>4139</b>	<b>75.00</b>	<b>Case Statements Class Registration - J. Ryan</b>
513 10 49 01	Reg & Tuition - Admin		001 000 513 General Fund	75.00	Case Statements Class Registration - J. Ryan
Total Tapco Visa Card				74.05	
<b>18645</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>6749</b>	<b>291.24</b>	<b>SAA# 1699 Replacement Phone For Rec</b>
548 65 48 11	O & M - Parks/Rec		501 000 548 Equipment Ren	291.24	SAA# 1699 Replacement Phone For Rec
<b>18526</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>8003</b>	<b>59.00</b>	<b>Library Reimbursement 1 Year</b>
572 21 49 00	Library Services		001 000 572 General Fund	59.00	Library Reimbursement 1 Year
<b>18638</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>5934</b>	<b>275.00</b>	<b>City Hall Charges Through 2/1/19</b>
514 23 49 01	Reg & Tuition - Finance		001 000 514 General Fund	275.00	WPTA Annual Conference Registration - C. Corcoran

# ACCOUNTS PAYABLE

City Of Fircrest  
MCAG #: 0583

As Of: 02/12/2019

Time: 15:37:35 Date: 02/07/2019  
Page: 13

Accts

Pay #	Received	Date Due	Vendor	Amount	Memo
<b>18653</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>5934</b>	<b>US Bank, Corporate Payment Systems</b>	<b>821.21 Parks / Rec Charges Through 2/4/19</b>
571 10 49 03	Dues,Memberships,Subscri	001 000 571	General Fund	265.00	CPRP Training & Certification
573 90 49 01	Community Events	001 000 573	General Fund	499.07	DD Dance Goody Bags & Decor
576 80 31 02	Oper Supplies - Parks	001 000 576	General Fund	57.14	Posts & Caps For Fircrest Park Sign
Total US Bank, Corporate Payment Systems				1,096.21	
<b>18524</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>240</b>	<b>Ungurs, Janet</b>	<b>59.00 Library Reimbursement 1 Year</b>
572 21 49 00	Library Services	001 000 572	General Fund	59.00	Library Reimbursement 1 Year
<b>18633</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>4172</b>	<b>Union 76 Royal</b>	<b>78.48 Gas / Fuel Not Charged To City Account</b>
548 65 31 12	Street Gas	501 000 548	Equipment Ren	78.48	#38484D Not Charged To City Account
<b>18568</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>4178</b>	<b>University Place Refuse Inc</b>	<b>995.60 Yard Waste Drop Boxes January 2019</b>
531 50 47 01	Dumping Fees - Storm	415 000 531	Storm Drain	388.00	Street Sweeping 01/2019
542 30 47 01	Dumping Fees - Street	101 000 542	City Street Fun	409.25	Storm Debris 01/2019
576 80 31 02	Oper Supplies - Parks	001 000 576	General Fund	198.35	Parks Clean-up 01/2019
<b>18586</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>4179</b>	<b>Unum Life Insurance Company of America</b>	<b>46.80 Retired Benefits February 2019</b>
521 22 20 02	LEOFF I Long Term Care ]	001 000 521	General Fund	46.80	02/2019
<b>18529</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>7588</b>	<b>Van Stetsen, Lisa</b>	<b>29.50 Library Reimbursement 1/2 Year</b>
572 21 49 00	Library Services	001 000 572	General Fund	29.50	Library Reimbursement 1/2 Year
<b>18579</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>4208</b>	<b>W A S P C</b>	<b>120.00 2019 Membership - Chief Cheesman</b>
521 22 49 03	Dues,Memberships,Subscri	001 000 521	General Fund	120.00	2019 Membership - Chief Cheesman
<b>18630</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>3645</b>	<b>WEX BANK, Wright Express FSC</b>	<b>2,465.00 Gas / Fuel January 2019</b>
548 65 31 05	Non-Dept Gas	501 000 548	Equipment Ren	37.78	01/2019
548 65 31 06	Facilities Gas	501 000 548	Equipment Ren	55.16	01/2019
548 65 31 08	Police Gas	501 000 548	Equipment Ren	1,437.36	01/2019
548 65 31 11	Parks/Rec Gas	501 000 548	Equipment Ren	196.52	01/2019
548 65 31 12	Street Gas	501 000 548	Equipment Ren	461.40	01/2019
548 65 31 14	Wtr/Swr Gas	501 000 548	Equipment Ren	276.78	01/2019
<b>18537</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>4231</b>	<b>Water Mgmt Labs Inc</b>	<b>252.00 Coliform And Fluoride Testing January 2019</b>
534 80 41 00	Water Testing	425 000 534	Water Fund (de	252.00	Coliform & Fluoride Testing 01/2019
<b>18650</b>	<b>02/12/2019</b>	<b>02/12/2019</b>	<b>4231</b>	<b>Water Mgmt Labs Inc</b>	<b>35.00 Fluoride Test Well #4</b>

# ACCOUNTS PAYABLE

City Of Fircrest  
MCAG #: 0583

As Of: 02/12/2019

Time: 15:37:35 Date: 02/07/2019  
Page: 14

Accts

Pay #	Received	Date Due	Vendor	Amount	Memo
534 80 41 00			Water Testing	425 000 534	Water Fund (de
				35.00	Fluoride Test Well #4
Total Water Mgmt Labs Inc				287.00	

Report Total: 506,194.17

Fund

001 General Fund	102,392.19
101 City Street Fund	4,645.28
415 Storm Drain	978.78
425 Water Fund (department)	7,941.67
426 Water Improvement Fund	3,500.00
430 Sewer Fund (department)	377,129.37
432 Sewer Improvement Fund	2,158.00
501 Equipment Rental Fund	7,448.88

This report has been reviewed by:

REMARKS:

Signature & Title

Date

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

Mayor Hunter T. George called the special meeting to order at 6:02 P.M. and led the pledge of allegiance. Councilmembers David M. Viafore, Shannon Reynolds, Brett Wittner, Denny Waltier, and Jamie Nixon were present. Councilmember Blake Surina was absent and excused.

### **AGENDA MODIFICATIONS**

There were none.

### **PERSONNEL POLICIES AND PROCEDURES UPDATE**

City Manager Pingel briefed the Council on the draft update to the City's Personnel Policies and Procedures manual, stating the last update was in March 2000 and that most of the major draft updates and suggested changes were due to the review by the City's insurance carrier. Pingel requested councilmember feedback, noted below:

- The necessity of adding "with or without notice" to Section 1.2 Intent of Policies.
- Adding language "the City will make a reasonable effort to give notice in a timely manner" to the last sentence of paragraph two to Section 1.2 Intent of Policies.
- Adding language "in the company of the Personnel Officer" to the first sentence of the Confidentiality paragraph under Section 2.9 Employee Personnel Records.
- Replacing "primary health care provider" under the Process paragraph Section 8.5 Sick Leave Sharing with a technical term for an individual with diagnostic authority.
- Adding language indicating the City Manager would notify the Council of any deviation from the personnel policies under Section 1.5 Changing the Policies.
- Adding language "as provided by the budget" to the first sentence of the last paragraph under Section 6.2 Training Policy.
- Changing the title of Section 9.13 "Professional and Civic Associations" to "Civic Associations."

Pingel indicated he would get feedback from the City's insurance regarding the terms "with or without notice" and "rights" vs "standing", and "health-harming."

### **FAMILY WAGE JOBS INCENTIVE DISCUSSION**

Pingel briefed the Council on a draft family wage jobs incentive, stating Pierce County established this incentive by ordinance and has encouraged cities to enact a similar ordinance. After briefing the Council on the potential impacts of an incentive program, Pingel requested feedback from Council on whether to establish a similar ordinance in the City. After a brief discussion, George requested a consensus: Viafore, Wittner, Waltier, and Nixon were opposed, and Reynolds and George were in favor. A consensus was not achieved (4-2) and the majority were in favor against proceeding.

### **PLANNING HEARINGS EXAMINER HIRING PROCESS**

Planning and Building Administrator Stahlnecker briefed the Council on the proposed hiring process of a hearing examiner for quasijudicial applications. After providing an overview of the two options for hiring a hearing examiner, Stahlnecker requested feedback from Council. There



was a brief discussion on the options and draft RFP, and Viafore requested to amend the draft RFP to state “Hearings will be conducted at Fircrest City Hall...” instead of “Hearings will be generally conducted at Fircrest City Hall...” The general consensus was in favor of Option 2 and there were no objections. Pingel stated staff would advertise the RFP and return to Council to request councilmember participation on the interview panel. Waltier departed at 7:33 PM and returned at 7:34 PM.

George stated the City Council/Planning Commission joint meeting was scheduled for January 29, 2019, and Pingel indicated the Steering Committee, scheduled for January 17, 2019, and the public meeting on the pool/community center project, scheduled for January 23, 2019, would be held at the community center.

**ADJOURNMENT**

**Viafore MOVED to adjourn the meeting at 7:34 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

The City Council of the City of Fircrest held a special meeting on January 17, 2019 at 6:00 P.M. at the Fircrest Community Center located at 555 Contra Costa Avenue, Fircrest, WA 98466 for the Pool, Community Center, and Parks Steering Committee. Mayor Hunter T. George and Councilmembers David M. Viafore, Shannon Reynolds, Brett Wittner, Blake Surina, and Jamie Nixon were present. Councilmember Denny Waltier was absent.

Members of the Pool, Community Center, and Parks Steering Committee, project team, and City staff were present as well. The meeting included updated bond issue information, the refined site design and plant palette ideas, and exterior views of the community center, pool, and bathhouse. There was a discussion on the site design, which included the path at the park perimeter, stairs at the park, parking, plant selection and palette, and fencing at the pool. There was a discussion on the building design, which included concessions, restrooms, color palette, small multipurpose room, fans for cooling, and photovoltaic panels at the community center.

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 David M. Viafore, Shannon Reynolds, Brett Wittner, Denny Waltier, Blake Surina, and Jamie Nixon were present. Councilmember David M. Viafore was absent and excused. Viafore arrived at 7:09 P.M.

**PRESIDING OFFICER’S REPORT**

**A. New Hire Introduction**

Parks and Recreation Director Grover introduced the new Community Event Specialist, Judy Schmidtke, and Schmidtke briefed the Council on her background. Council welcomed Schmidtke.

**B. Police Sergeant Promotion**

This item was postponed to the next regularly scheduled Council meeting.

**C. Community Center and Pool Project**

City Manager Pingel briefed the Council on the project reporting process to Council, stating typically the Steering Committee would meet, then a public meeting, and the Council would be provided a report by ARC. Given the councilmember participation at recent Steering Committee and public meetings, Pingel requested feedback on whether the Council would want to a report at its regularly scheduled Council meeting on February 12, 2019. After a brief discussion on the January 17, 2019 Steering Committee meeting, there appeared to be no objections to not scheduling a Council report on February 12, 2019. Surina requested Pingel to inform the Council of any major updates and Wittner requested that postcards notifying residents of public meetings be sent out earlier.

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

George invited public comment; none were provided.

**COMMITTEE, COMMISSION, AND LIAISON REPORTS**

**A. Parks and Recreation**

Waltier provided an update on the windstorm cleanup efforts, tot lot toy cleanup, bocce courts, youth basketball, the new Community Event Specialist, and yoga participation. There was a brief discussion on the hiring process of referees and collaborating with Tacoma schools for student growth opportunities. Viafore arrived at 7:09 P.M.

**B. Pierce County Regional Council**

Reynolds stated she was unable to attend the PCRC January meeting as it conflicted with the January 17, 2019 Steering Committee meeting.

**C. Public Safety, Courts**

Surina commented on long range planning, ordinances addressing homelessness, current crimes, and public safety.

**D. Street, Water, Sewer, and Storm Drain**

Nixon commented on a recent flush of the system, stating a towel was found in the system.

**E. Other Liaison Reports**

George reported that Tacoma Mayor Woodards and Pierce County Executive Dammeier were holding a meeting for mayors to discuss affordable housing on February 6, 2019.

**CONSENT CALENDAR**

George requested the City Clerk read the Consent Calendar as follows: approval of Voucher No. 212458 through Voucher Check No. 212523 in the amount of \$160,422.81; approval of Payroll Check No. 13548 through Payroll Check No. 13553 in the amount of \$106,591.07; approval of the January 8, 2019 regular Council meeting minutes; and setting a public hearing on February 12, 2019 to receive comments on a proposed solid waste rate adjustment. George commented on a Scribner's error in the February 12, 2019 minutes, stating "January 17, 2018" should read "January 17, 2019." **Wittner MOVED to approve the Consent Calendar as read; seconded by Surina. The Motion Carried (7-0).**

**PUBLIC HEARING**

None scheduled.

**UNFINISHED BUSINESS**

There was none.

**NEW BUSINESS****A. MCImetro Franchise Agreement, 1<sup>st</sup> Reading**

Pingel briefed the Council on the proposed franchise agreement with MCImetro, stating the proposed agreement would mainly serve businesses and government customers. George stated this item was the first reading of the proposed franchise and invited councilmember comment; Viafore and Wittner commented on their concerns and requested more information, timeline, and scope of work. Public Works Director Wakefield stated MCImetro had not submitted a detailed plan and that the University Place and Lakewood had not received detailed plans either. Wakefield indicated the franchise would allow MCImetro to utilize the City's right of ways subject to obtaining right of way permits, and that the detailed plans would be submitted and reviewed during the permitting process. Viafore commented on his concerns regarding the preservation of the City's right of ways, and inquired to the City Attorney whether the City had to grant a franchise or if the franchisee had to demonstrate the need of a franchise. City Attorney Smith stated he did not researched this topic but believed that the City did not have to grant a franchise. Pingel indicated the City could request more information, and there was a brief discussion regarding potential revenues, cost recovery, and beneficiaries. After a brief discussion, Waltier requested more information and Viafore indicated he would vote no based on the limited information.

**B. City of Tacoma Interlocal Agreement – S. 19<sup>th</sup> Street Median Islands Maintenance**

Pingel briefed the Council on the proposed interlocal agreement with the City of Tacoma to establish maintenance responsibilities for South 19<sup>th</sup> Street medians between the entrance to the Tacoma Area Coalition of Individuals with Disabilities (TACID) and Mildred Street West, stating the City would be responsible for the Chick-fil-A median and Tacoma would be responsible for the median adjacent to TACID. **Nixon MOVED to adopt Resolution No. 1573, authorizing the City Manager to execute an interlocal agreement with the City of Tacoma establishing maintenance responsibilities for South 19th Street medians between the entrance to the Tacoma Area Coalition of Individuals with Disabilities (TACID) and Mildred Street West; seconded by Wittner.** George invited councilmember comment; Wittner inquired about public safety regarding the U-turns at TACID. Chief Cheesman stated the U-turns were legal during the day so long as they were done safely and not interfering with traffic and commented that he was looking forward to the new medians. There was a brief

discussion on potential impacts from traffic stacking from Chick-fil-A and the maintenance of the Tacoma median on Orchard. Viafore inquired about the initial costs of the Chik-fil-A median; Pingel indicated that Chik-fil-A would be responsible for the costs of building the median and the City would be responsible for maintaining the median. Waltier recommended councilmembers voice their TACID traffic concerns at the TCC Future Summit on January 30, 2019. Viafore recommended the Chik-fil-A median be designed similar to the river rock median on Puyallup Road; Pingel indicated he would share an initial rendering of design. George invited public comment; none were provided. **The Motion Carried (7-0).**

**C. Fircrest Pool, Community Center and Parks Steering Committee**

Pingel requested the Council consider continuing the mission of the Fircrest Pool, Community Center and Parks Steering Committee through the term of the project, which was established in 2018 to guide the Roy H. Murphy Community Center and Community Pool project scope and design. **Wittner MOVED to adopt Resolution No. 1574, establishing the Fircrest Pool, Community Center and Parks Steering Committee; seconded by Reynolds.** George invited councilmember comment; none were provided. George invited public comment; none were provided. **The Motion Carried (7-0).**

**D. WSDOT Title VI Nondiscrimination Agreement**

Pingel briefed the Council on the Title VI Nondiscrimination Agreement, stating the agreement was required by the Washington State Department of Transportation in order to be eligible for federal funds and be in compliance with federal laws. **Wittner MOVED to adopt Resolution No. 1575, authorizing the City Manager to execute the Washington State Department of Transportation Title VI Nondiscrimination Agreement; seconded by Waltier.** George invited councilmember comment; Viafore inquired if was an overdue agreement. Public Works Director Wakefield indicated that although it was overdue, the City had been in compliance with the Title VI requirements as it pertains to advertisements, contracts, and project execution. Surina commented on updating budgeting numbers and maps. George invited public comment; there were none. **The Motion Carried (7-0).**

**CITY MANAGER COMMENTS**

**A. Recycling Commodity Surcharge Request**

Pingel reported on Westside Disposal Services' request for a recycling commodity surcharge, stating this request was outside of the existing contract, and requested Council feedback on whether there was interest from Council to consider the request. After a brief discussion, there was a consensus to not open the contract and consider the request.

**B. AWC Center for Quality Communities Scholarship**

Pingel briefed the Council on the AWC Center for Quality Communities scholarship opportunity and requested councilmember participation to serve on an internal application review committee and prepare a recommendation to Council at its February 26, 2019 meeting. After a brief discussion, Surina and Reynolds volunteered to serve.

Pingel briefed the Council on the Pierce County guide for establishing committees for For/Against statements for the special election ballot measure, stating the jurisdiction has the first opportunity to appoint members and if the jurisdiction does not, then the County Auditor would solicit participation for statement submittal. After a brief discussion, the general consensus was for the

City Manager to inform the public and seek participants via the website, Steering Committee and upcoming public meeting.

**DEPARTMENT HEAD COMMENTS**

- Grover reported on the cleanup efforts at Thelma Gilmur park and Whittier park and thanked the conservation groups for their assistance. George requested that the groups be mentioned and thanked in the upcoming Town Topics.
- Chief Cheesman reported that the Police Department would be participating in a Tip a Cop fundraiser for Special Olympics on January 24, 2019.

**COUNCILMEMBER COMMENTS**

- Viafore requested a status report on the capital campaign case statement; Pingel indicated Linda Kaye Briggs needed to conduct two more interviews and that the campaign team would meet soon after, and report back to Council.
- Reynolds commented on the wage threshold for median household incomes for the family wage jobs incentive and types of business that could be eligible.
- Wittner thanked the audience for their attendance.
- Waltier commented on the community center and the toddler gym program, and encouraged others to see the activities that occur during the day.
- Surina provided an update on the shopping center, commenting on business development progress, repaving of the parking lot, and possible installation of new LED lights.
- Nixon commented on the recent Steering Committee meeting and his appreciation of the public process and community involvement regarding the project.
- George commented on the recent passing of The News Tribune's editor, Randy McCarthy.

**EXECUTIVE SESSION**

At 8:10 P.M., George reported that Council would take a three minute recess and convene into Executive Session, not to exceed the hour of 8:43 P.M., to discuss the performance of a public employee pursuant to RCW 42.30.110. George noted that only councilmembers would convene into Executive Session and that no further action would take place other than adjournment.

The Council reconvened into regular session at 8:21 P.M.

**ADJOURNMENT**

**Viafore MOVED to adjourn the meeting at 8:21 P.M., seconded by Reynolds. The Motion Carried (7-0).**

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Hunter T. George, Mayor

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Jessica Nappi, City Clerk

The City Council of the City of Fircrest held a special meeting on January 23, 2019 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 community center and pool project. Mayor Hunter T. George and Councilmembers David M. Viafore, Shannon Reynolds, Brett Wittner, Denny Waltier, Blake Surina, and Jamie Nixon were present.

Members of the Pool, Community Center, and Parks Steering Committee, project team, City staff, and public were present as well. The meeting included a presentation on project schedule, financial update, site design, bathhouse plan, building design and materials, facility exterior views, community center plan, planting options, and next steps.

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

**PUBLIC HEARING: Proposed Solid Waste Increase  
ITEM 8A.****FROM: Scott Pingel, City Manager**

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**RECOMMENDED MOTION: None (public hearing).**

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**PROPOSAL:** The Council is holding a public hearing to accept public comment on the proposed new solid waste rates due to the disposal fee adjustment and the annual CPI adjustment. The amount is based upon the collection charge listed in the contract plus 85% of the percentage change of the West-B/C Urban Wage Earners and Clerical Workers Consumer Price Index (CPI). The notice of public hearing was advertised in the January 29, 2019 Tacoma Daily Index. The public hearing is to accept public comment on the proposed rates. At the February 26, 2019 meeting, it is anticipated that the Council will be asked to pass an ordinance establishing the adjusted solid waste rates.

**FISCAL IMPACT:** The disposal fee has increased from \$157.38 to \$164.34 per ton. (\$6.96 per ton). The September – September CPI increase is 2.8% times 85% (pursuant to contract) resulting in an annual rate adjustment of 2.38%.

**ADVANTAGE:** The annual rate adjustments for the CPI adjustment and disposal fee increase are pursuant to contract language and this proposed increased rate complies with the contract.

**DISADVANTAGES:** Customers will be paying increased costs for solid waste.

**ALTERNATIVES:** None. These costs are pursuant to contract and ordinance language and therefore, there are no alternatives.

**HISTORY:** The City has had a longstanding relationship with Westside Disposal for refuse services. The current contract commenced in 1998 for a period of 24 years terminating in 2022.

- 2012 – CPI waiver for 2012, providing for bulky waste, limiting no-charge yard waste to three.
- 2013, 2014 and 2015– CPI residential increase to Westside Disposal contract.
- 2016 – CPI increase waived.
- 2017– CPI residential increase to Westside Disposal contract.
- 2018 – CPI residential increase to Westside Disposal contract.

**ATTACHMENTS:** [Westside Disposal Letter](#)  
[Pierce County Letter](#)  
[CPI Rate Information](#)  
[Schedule #1 Effect of Disposal Site Fee Increase](#)  
[Schedule #2 Annual Rate Adjustment and Dump Fee Increase](#)  
[Schedule #3 Rates Effective March 1, 2019](#)





*Westside Disposal Services, Inc.*

Scott Pingel, City Manager  
City of Fircrest  
115 Ramsdell St.  
Fircrest, WA 98466

December 20, 2018

Re: Annual Rate Adjustment, disposal site fee increase, request for recycling commodity surcharge.

Dear Scott:

Enclosed you will find the following:

1. Letter from Pierce County for the disposal fee increase effective March 1, 2019. LRI will raise the rates from the current rate of \$158.38 to \$1164.34 per ton, an increase of \$6.96 per ton, or 4.42%.

2. The Sept. – Sept. Consumer Price Index for figuring the Annual Rate Adjustment. The rate this year is 2.8 %. We then multiply that times 85% as allowed in the contract, resulting in an Annual Rate Adjustment of 2.38%.

3. An Excel Spreadsheet with the following:

Schedule 1. – Worksheet showing the effect of disposal site fee increase and how it gets applied to each level of service.

Schedule 2. – Worksheet showing how the Annual Rate Adjustment is calculated and added along with the disposal fee increase to determine the new rates.

Schedule 3. - This shows the new "Schedule A" rates effective March 1, 2018. They are shown both with and without the 8.5% Fircrest Utility Tax and the 3.6% Washington State Refuse Collection Tax.

**4. Recycling Commodity Surcharge Request** – Though not addressed in our current contract, we have always relied on the revenue from the sale of the commodities collected in our recycling programs to help offset cost of operations. Average annual revenues from such sales 2005 to 2017 were \$26,421 per year. This past year **WE HAD TO PAY \$32,307** to take it to the recycling facility. That is an annual reversal of \$58,728 off of our average. This is a global market phenomenon that has not occurred ever since we began offering recycling in 1988. We delayed asking for help, thinking that it would turn around. As of this date, there is no sign that it will. We are asking for a 2.57% surcharge to be placed on all base rates for 12 months beginning March 1, 2019. This will recover over the next year only the amount that we had to pay to the recycling facility over the past year, or \$32,307. The cost to customers for the most popular residential garbage service, a 64 gallon cart picked up every-other week, would be \$0.81 per month. As a comparison, Washington Utilities and Transportation Commission gave approval to Murrey's Disposal, Inc. and LeMay, Inc. to charge customers an additional \$3.46 and \$2.56 per month, respectively.

**Rate Sample** (Taxes not included)

Garbage Service Level	Pickup Frequency	Current Rate 3-1-18	Proposed Rate 3-1-19	Adjustment Amount	Adjustment Percent	Recycling Commodity Surcharge 2.74%
12 gal garbage Toter	1 X per week	\$16.95	\$17.49	\$0.54	3.19%	\$0.50
24 gal garbage Toter	Every-other wk	\$15.76	\$16.26	\$0.50	3.17%	\$0.45
24 gal garbage Toter	1 X per week	\$24.78	\$25.61	\$0.83	3.35%	\$0.70
64 gal garbage Toter	Every-other wk	\$28.56	\$29.48	\$0.92	3.22%	\$0.81
1 Yard Container	1 X per week	\$100.91	\$104.63	\$3.72	3.69%	\$2.87
6 Yard Container	1 X per week	\$470.95	\$489.18	\$18.23	3.87%	\$13.40

Please contact us with any questions you may have regarding this. Thank you.

Sincerely,  
Neil Holden, Vice President  
Westside Disposal Services, Inc.



October 11, 2018

John Rodgers, Division Manager  
Pierce County Recycling Composting and Disposal LLC d/b/a LRI  
17925 Meridian Street East  
Puyallup, WA 98378

*sent via E-Mail – paper copy will not follow*

Subject: 2019-2020 Solid Waste Tipping Fees and Rate Setting Guidelines

Dear Mr. Rodgers:

On behalf of Pierce County Executive Bruce F. Dammeier, on August 31, 2018, I notified the County Council by letter of a proposed solid waste tipping fee increase. This proposal – prepared jointly by the Department and PCRCDD dba LRI (the Company) and authorized by the County Executive – contained an increase of \$6.96 per ton, for a new tipping fee of \$164.34 per ton effective March 1, 2019.

Paragraph 16.11 of the Waste Handling Agreement outlines the Council's review process:

"...the County Council may hold a public hearing regarding the consistency of the proposed increase with the terms of this Agreement. If the County Council objects to the proposed increase on the grounds that the proposed increase is inconsistent with the terms of the Agreement, and such objection occurs within thirty (30) calendar days of receiving the County Executive's report, the County Council may request the County Executive and the Company to withdraw and resubmit the proposal."

The Pierce County Council took no action in response to the letter.

The 2019 rate proposal is approved as submitted, subject to further County Council action relating to review and adoption of the 2019 Pierce County budget. If any changes are required as a result of budgetary review, the Planning and Public Works Department will contact you shortly after the budget is adopted, to discuss the changes made to the 2019 tipping fee.

Please contact me if you have any questions.

Respectfully,

Ryan Dicks

Sustainable Resources Administrator

Attachment: 2019 Rate Setting Guidelines

cc: Dennis Hanberg, Director, Planning and Public Works Department  
Gary Robinson, Director, Finance Department  
Toby Rickman, Deputy Director, Planning and Public Works  
Steve Wamback, Business and Financial Operations Manager, Planning and Public Works  
Jim Dickman, Budget Manager, Finance Department  
Michele Quinones, Senior Budget Analyst, Finance Department  
Rick Johnston, Project Coordinator, Planning and Public Works  
Chris Brown, Management Analyst, Planning and Public Works  
Neil Holden, University Place Refuse  
Matt O'Connell, Waste Connection



# CONSUMER PRICE INDEXES PACIFIC CITIES AND U. S. CITY AVERAGE

## September 2018

### ALL ITEMS INDEXES

(1982-84=100 unless otherwise noted)

MONTHLY DATA	All Urban Consumers (CPI-U)						Urban Wage Earners and Clerical Workers (CPI-W)					
	Indexes			Percent Change			Indexes			Percent Change		
				Year ending		1 Month ending				Year ending		1 Month ending
	Sep 2017	Aug 2018	Sep 2018	Aug 2018	Sep 2018	Sep 2018	Sep 2017	Aug 2018	Sep 2018	Aug 2018	Sep 2018	Sep 2018
U. S. City Average.....	246.819	252.146	252.439	2.7	2.3	0.1	240.939	246.336	246.565	2.9	2.3	0.1
(1967=100).....	739.359	755.317	756.194	-	-	-	717.684	733.760	734.441	-	-	-
Los Angeles-Long Beach-Anaheim.....	257.890	266.665	268.032	3.9	3.9	0.5	248.550	257.318	258.246	4.1	3.9	0.4
(1967=100).....	761.921	787.846	791.885	-	-	-	734.541	760.453	763.196	-	-	-
West .....	256.504	264.395	265.105	3.6	3.4	0.3	248.379	256.311	256.950	3.8	3.5	0.2
(Dec. 1977 = 100) .....	414.625	427.380	428.528	-	-	-	399.628	412.390	413.418	-	-	-
West - A* .....	263.778	272.606	273.414	3.8	3.7	0.3	253.578	262.699	263.373	4.2	3.9	0.3
(Dec. 1977 = 100) .....	430.127	444.522	445.840	-	-	-	410.493	425.259	426.349	-	-	-
West - B/C**(Dec. 1996=100).....	149.954	153.797	154.158	3.0	2.8	0.2	149.763	153.625	153.998	3.2	2.8	0.2
BI-MONTHLY DATA	All Urban Consumers (CPI-U)						Urban Wage Earners and Clerical Workers (CPI-W)					
	Indexes			Percent Change			Indexes			Percent Change		
				Year ending		2 Months ending				Year ending		2 Months ending
	Aug 2017	Jun 2018	Aug 2018	Jun 2018	Aug 2018	Aug 2018	Aug 2017	Jun 2018	Aug 2018	Jun 2018	Aug 2018	Aug 2018
San Francisco-Oakland-Hayward.....	275.893	286.062	287.664	3.9	4.3	0.6	269.827	280.219	281.536	4.0	4.3	0.5
(1967=100).....	848.172	879.435	884.358	-	-	-	821.645	853.291	857.300	-	-	-
Seattle-Tacoma-Bellevue.....	263.333	272.395	271.625	3.3	3.1	-0.3	259.528	268.957	267.757	3.6	3.2	-0.4
(1967=100).....	802.742	830.365	828.019	-	-	-	769.761	797.727	794.166	-	-	-

\* A = 2,500,000 population and over

\*\* B/C = less than 2,500,000 population

Dash (-) = Not Available.

\* A = 2,500,000 population and over

\*\* B/C = less than 2,500,000 population

Dash (-) = Not Available.

Release date Oct. 11, 2018. The next monthly and bi-monthly releases are scheduled for Nov. 14, 2018.

Due to the 2018 geographic revision, Anchorage, Honolulu, Phoenix, and San Diego area index numbers are now published bi-monthly. Semi-annual averages can be accessed online at [www.bls.gov/cpi/data.htm](http://www.bls.gov/cpi/data.htm). The Portland CPI has been discontinued. Additional information on the geographic revision is available at [www.bls.gov/regions/west/factsheet/2018cpiupdate.htm](http://www.bls.gov/regions/west/factsheet/2018cpiupdate.htm). For questions, please contact us at [BLSinfoSF@BLS.GOV](mailto:BLSinfoSF@BLS.GOV) or (415) 625-2270.



City of Fircrest - Westside Disposal Contract								
				2.8%				
Schedule 2. - Annual Rate Adjustment and Dump Fee Incre				2.38%			11/30/2018	
Garbage, Recycling and Yard Waste Collection								
					<b>Monthly</b>	Less	Less	<b>Monthly</b>
			Current	Add for	Rates	8.50%	3.6% Wa.	Rates
			Rates-taxes	Annual	Taxes	Fircrest	State	without
			Included	Rate	Included	Utility	Refuse	taxes
			effective	Adjustment	effective	Tax	Coll. Tax	3/1/2019
			3/1/2018	2.38%	3/1/2019			
Type of Service								
	12 gal. Garbage Toter, curb	weekly	\$ 19.00	\$ 0.41	\$ 19.60	\$ (1.49)	\$ (0.63)	\$ 17.49
	24 gal. Garbage Toter, curb	every-other week	\$ 17.66	\$ 0.38	\$ 18.23	\$ (1.38)	\$ (0.59)	\$ 16.26
	24 gal. Garbage Toter, curb	weekly	\$ 27.78	\$ 0.59	\$ 28.70	\$ (2.18)	\$ (0.92)	\$ 25.61
	48 gal. Garbage Toter, curb	every-other week	\$ 25.60	\$ 0.52	\$ 26.46	\$ (2.01)	\$ (0.85)	\$ 23.60
	48 gal. Garbage Toter, curb	weekly	\$ 38.55	\$ 0.80	\$ 39.87	\$ (3.02)	\$ (1.28)	\$ 35.57
	64 gal. Garbage Toter , curb	every-other week	\$ 32.02	\$ 0.63	\$ 33.05	\$ (2.51)	\$ (1.06)	\$ 29.48
	64 gal. Garbage Toter,curb	weekly	\$ 45.25	\$ 0.89	\$ 46.71	\$ (3.54)	\$ (1.50)	\$ 41.67
	96 gal. Garbage Toter,curb	weekly	\$ 59.26	\$ 1.13	\$ 61.21	\$ (4.64)	\$ (1.97)	\$ 54.61
Off-curb Garbage Charge (add to toter rate above) per toter								
	Up to 50' off-curb		\$ 8.84	\$ 0.21	\$ 9.05	\$ (0.69)	\$ (0.29)	\$ 8.07
	Up to 100' off-curb		\$ 12.60	\$ 0.30	\$ 12.90	\$ (0.98)	\$ (0.41)	\$ 11.51
	Over 100' off-curb		\$ 17.65	\$ 0.42	\$ 18.07	\$ (1.37)	\$ (0.58)	\$ 16.12
Occasional Extra Garbage Tags:				\$ 8.14	\$ 0.16	\$ 8.52	\$ (0.65)	\$ (0.27)
Yard Waste Toter, 64 or 96 gal., per unit				\$ 4.78	\$ 0.11	\$ 4.89	\$ (0.37)	\$ (0.16)
Customer stop and restart fee:				\$ 14.39	\$ 0.34	\$ 14.73	\$ (1.12)	\$ (0.47)
Toter redelivery fee				\$ 14.39	\$ 0.34	\$ 14.73	\$ (1.12)	\$ (0.47)
Return trip charge:				\$ 14.39	\$ 0.34	\$ 14.73	\$ (1.12)	\$ (0.47)
Special pickups (requiring a special trip), per pickup								
	12 gal. garbage toter		\$ 16.44	\$ 0.38	\$ 16.87	\$ (1.28)	\$ (0.54)	\$ 15.05
	24 gal. garbage toter		\$ 18.56	\$ 0.42	\$ 19.06	\$ (1.45)	\$ (0.61)	\$ 17.01
	48 gal. garbage toter		\$ 21.89	\$ 0.48	\$ 22.54	\$ (1.71)	\$ (0.72)	\$ 20.11
	64 gal. garbage toter		\$ 27.51	\$ 0.58	\$ 28.31	\$ (2.15)	\$ (0.91)	\$ 25.26
	96 gal. garbage toter		\$ 35.66	\$ 0.75	\$ 36.75	\$ (2.79)	\$ (1.18)	\$ 32.78
	64 & 96 gal. yard waste toter		\$ 17.24	\$ 0.41	\$ 17.65	\$ (1.34)	\$ (0.57)	\$ 15.74
Extra on-route, off-week pickups (not requiring a special trip), per pickup								
	- applies only to every-other week customers							
	24 gal.. garbage toter		\$ 5.33	\$ 0.11	\$ 5.52	\$ (0.42)	\$ (0.18)	\$ 4.93
	48 gal.. garbage toter		\$ 10.03	\$ 0.20	\$ 10.40	\$ (0.79)	\$ (0.33)	\$ 9.28
	64 gal. garbage toter		\$ 13.26	\$ 0.26	\$ 13.74	\$ (1.04)	\$ (0.44)	\$ 12.26
Commercial Containers(non-compacted) - multiply rate X number of pickups per week								
	1 yd.		\$ 113.12	\$ 2.07	\$ 117.29	\$ (8.89)	\$ (3.77)	\$ 104.63
	1.5 yd.		\$ 151.61	\$ 2.71	\$ 157.34	\$ (11.93)	\$ (5.05)	\$ 140.36
	2 yd.		\$ 188.38	\$ 3.33	\$ 195.62	\$ (14.83)	\$ (6.28)	\$ 174.51
	3 yd.		\$ 284.00	\$ 5.49	\$ 295.20	\$ (22.38)	\$ (9.48)	\$ 263.33
	4 yd.		\$ 350.44	\$ 6.69	\$ 364.53	\$ (27.64)	\$ (11.71)	\$ 325.18
	6 yd.		\$ 527.93	\$ 10.30	\$ 548.37	\$ (41.58)	\$ (17.61)	\$ 489.18
Special, Occasional and Return trip Pickups, per pickup								
	1 yd.		\$ 33.97	\$ 0.68	\$ 35.18	\$ (2.67)	\$ (1.13)	\$ 31.38
	1.5 yd.		\$ 43.52	\$ 0.84	\$ 45.11	\$ (3.42)	\$ (1.45)	\$ 40.24
	2 yd.		\$ 53.25	\$ 1.02	\$ 55.25	\$ (4.19)	\$ (1.77)	\$ 49.28
	3 yd.		\$ 72.93	\$ 1.43	\$ 75.79	\$ (5.75)	\$ (2.43)	\$ 67.61
	4 yd.		\$ 92.07	\$ 1.80	\$ 95.71	\$ (7.26)	\$ (3.07)	\$ 85.38
	6 yd.		\$ 129.58	\$ 2.54	\$ 134.66	\$ (10.21)	\$ (4.32)	\$ 120.12
Multi-family recycling charge, per unit:				\$ 6.39	\$ 0.15	\$ 6.54	\$ (0.50)	\$ (0.21)
Rear load truck & driver				\$ 113.61	\$ 2.70	\$ 116.31	\$ (8.82)	\$ (3.74)
Each additional man:				\$ 48.88	\$ 1.16	\$ 50.04	\$ (3.79)	\$ (1.61)
Note: Westside Disposal didn't request the rate increase that would have become effective 3-1-2016.								



City of Fircrest - Westside Disposal Contract						
Schedule 3. - Annual Rate Adjustment and Dump Fee Increase Effective 3-01-19						
						11/30/2018
Garbage, Recycling and Yard Waste Collection						
			Monthly	Less	Less	Monthly
			Rates	8.50%	3.6% Wa.	Rates
			effective	Fircrest	State	Effective
			3/1/2019	Utility	Refuse	3/1/2019
			Taxes	Tax	Coll. Tax	without
			Included			taxes
Type of Service						
	12 gal. Garbage Toter, curb	weekly	\$ 19.60	\$ (1.49)	\$ (0.63)	\$ 17.49
	24 gal. Garbage Toter, curb	every-other week	\$ 18.23	\$ (1.38)	\$ (0.59)	\$ 16.26
	24 gal. Garbage Toter, curb	weekly	\$ 28.70	\$ (2.18)	\$ (0.92)	\$ 25.61
	48 gal. Garbage Toter, curb	every-other week	\$ 26.46	\$ (2.01)	\$ (0.85)	\$ 23.60
	48 gal. Garbage Toter, curb	weekly	\$ 39.87	\$ (3.02)	\$ (1.28)	\$ 35.57
	64 gal. Garbage Toter, curb	every-other week	\$ 33.05	\$ (2.51)	\$ (1.06)	\$ 29.48
	64 gal. Garbage Toter, curb	weekly	\$ 46.71	\$ (3.54)	\$ (1.50)	\$ 41.67
	96 gal. Garbage Toter, curb	weekly	\$ 61.21	\$ (4.64)	\$ (1.97)	\$ 54.61
Off-curb Garbage Charge (add to toter rate above) per toter						
	Up to 50' off-curb		\$ 9.05	\$ (0.69)	\$ (0.29)	\$ 8.07
	Up to 100' off-curb		\$ 12.90	\$ (0.98)	\$ (0.41)	\$ 11.51
	Over 100' off-curb		\$ 18.07	\$ (1.37)	\$ (0.58)	\$ 16.12
Occasional Extra Garbage Tags:				\$ 8.52	\$ (0.65)	\$ (0.27)
						\$ 7.60
Yard Waste Toter, 64 or 96 gal., per unit				\$ 4.89	\$ (0.37)	\$ (0.16)
						\$ 4.36
Customer stop and restart fee:				\$ 14.73	\$ (1.12)	\$ (0.47)
						\$ 13.14
Toter redelivery fee				\$ 14.73	\$ (1.12)	\$ (0.47)
						\$ 13.14
Return trip charge:				\$ 14.73	\$ (1.12)	\$ (0.47)
						\$ 13.14
Special pickups (requiring a special trip), per pickup						
	12 gal. garbage toter		\$ 16.87	\$ (1.28)	\$ (0.54)	\$ 15.05
	24 gal. garbage toter		\$ 19.06	\$ (1.45)	\$ (0.61)	\$ 17.01
	48 gal. garbage toter		\$ 22.54	\$ (1.71)	\$ (0.72)	\$ 20.11
	64 gal. garbage toter		\$ 28.31	\$ (2.15)	\$ (0.91)	\$ 25.26
	96 gal. garbage toter		\$ 36.75	\$ (2.79)	\$ (1.18)	\$ 32.78
	64 & 96 gal. yard waste toter		\$ 17.65	\$ (1.34)	\$ (0.57)	\$ 15.74
Extra on-route, off-week pickups (not requiring a special trip), per pickup						
	- applies only to every-other week customers					
	24 gal. garbage toter		\$ 5.52	\$ (0.42)	\$ (0.18)	\$ 4.93
	48 gal. garbage toter		\$ 10.40	\$ (0.79)	\$ (0.33)	\$ 9.28
	64 gal. garbage toter		\$ 13.74	\$ (1.04)	\$ (0.44)	\$ 12.26
Commercial Containers (non-compacted) - multiply rate times number of pickups per week						
	1 yd.		\$ 117.29	\$ (8.89)	\$ (3.77)	\$ 104.63
	1.5 yd.		\$ 157.34	\$ (11.93)	\$ (5.05)	\$ 140.36
	2 yd.		\$ 195.62	\$ (14.83)	\$ (6.28)	\$ 174.51
	3 yd.		\$ 295.20	\$ (22.38)	\$ (9.48)	\$ 263.33
	4 yd.		\$ 364.53	\$ (27.64)	\$ (11.71)	\$ 325.18
	6 yd.		\$ 548.37	\$ (41.58)	\$ (17.61)	\$ 489.18
Special, Occasional and Return trip Pickups, per pickup						
	1 yd.		\$ 35.18	\$ (2.67)	\$ (1.13)	\$ 31.38
	1.5 yd.		\$ 45.11	\$ (3.42)	\$ (1.45)	\$ 40.24
	2 yd.		\$ 55.25	\$ (4.19)	\$ (1.77)	\$ 49.28
	3 yd.		\$ 75.79	\$ (5.75)	\$ (2.43)	\$ 67.61
	4 yd.		\$ 95.71	\$ (7.26)	\$ (3.07)	\$ 85.38
	6 yd.		\$ 134.66	\$ (10.21)	\$ (4.32)	\$ 120.12
Multi-family recycling charge, per unit:				\$ 6.54	\$ (0.50)	\$ (0.21)
						\$ 5.83
Rear load truck & driver				\$ 116.31	\$ (8.82)	\$ (3.74)
						\$ 103.76
Each additional man:				\$ 50.04	\$ (3.79)	\$ (1.61)
						\$ 44.64

**NEW BUSINESS:** MCImetro Franchise Agreement, 2nd Reading  
**ITEM 10A.**

**FROM:** Scott Pingel, City Manager

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**RECOMMENDED MOTION:** I move to adopt Ordinance No.\_\_\_\_\_, granting a twenty-year franchise to MCImetro Access Transmission Service Corp., d/b/a Verizon Access Transmission Services, to provide a telecommunications system within the City of Fircrest.

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**PROPOSAL:** The Council is being asked to consider an ordinance granting a 20-year franchise to MCImetro to install, construct, operate, maintain, and repair telecommunications facilities and a network system in certain rights-of-way of the City. As prescribed in the Fircrest City Council Rules of Procedures Rule 28B, ordinances granting a franchise require two readings prior to adoption and at least four councilmembers must vote in favor of the franchise. The first reading was held during the January 8, 2019 regular Council meeting.

**FISCAL IMPACT:** All or a portion of the services offered within the City may be taxable as a telephone business at a rate of 6% of the company's total gross income. In addition, the company will pay the City an amount sufficient to recover administration costs incurred in receiving and approving this franchise, which includes a \$2,500 application fee.

**ADVANTAGE:** MCImetro plans to offer services to business and government customers such as local exchange, voice and data communication services, private line service, and cell site capacity using fiber optics, among other potential services. This franchise provides Fircrest businesses with an additional telecommunications option along with an additional revenue source for the City.

**DISADVANTAGES:** No major disadvantages other than general construction impacts when installing lines.

**ALTERNATIVES:** Not approve a franchise.

**HISTORY:** MCImetro approached the City several months ago regarding this franchise. Not knowing much about them, we have been in touch with our counterparts from Lakewood and University Place to learn more. This franchise closely mirrors the franchise agreements with MCImetro from those cities.

**ATTACHMENTS:** [Ordinance](#)  
[Telecommunications Right-of-Way Use Franchise Agreement](#)

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**WHEREAS**, MCImetro Access Transmission Service Corp., d/b/a Verizon Access Transmission Services, a Delaware corporation qualified to do business in the state of Washington, and the City of Fircrest have engaged in negotiations regarding permitting MCImetro Access Transmission Service Corp. to install, construct, operate, maintain, and repair telecommunications facilities and a network system in certain rights-of-way of the City; and

**THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, DO  
ORDAIN AS FOLLOWS:**

**Section 1.** Granting a Telecommunication Franchise to MCImetro Access Transmission Service Corp. MCImetro Access Transmission Service Corp. is hereby granted a non-exclusive franchise to construct, maintain and provide telecommunication services, as set forth in the Telecommunications Right-of-Way Use Franchise Agreement between the City of Fircrest and MCImetro Access Transmission Service Corp., d/b/a Verizon Access Transmission Services, in the form attached hereto as Exhibit “A” and incorporated herein by reference.

**Section 2. Severability.** If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances by a court of competent jurisdiction shall not be affected.

**Section 3.** Directions to City Clerk. The City Clerk is hereby authorized and directed to forward copies of this ordinance to the franchisee and permit holder as set forth in this ordinance.

**Section 4. Publication and Effective Date.** This ordinance has been submitted to the Fircrest City Attorney; granted an approving vote of at least a majority of the Fircrest City Council at a regular meeting after initial introduction on January 22, 2019; and has been published in a summary at least once in a newspaper of general circulation in the City of Fircrest prior to adoption. This ordinance, being in compliance with RCW 35A.47.040, shall be in force and effect five (5) days from and after its passage by the Fircrest City Council and publication in the summary form attached to the original of this Ordinance and by this reference approved by the City Council.



**PASSED BY THE CITY COUNCIL OF THE CITY OF FIRCREST,  
WASHINGTON**, at a regular meeting thereof this 12th day of February 2019.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**DATE OF PUBLICATIONS:  
EFFECTIVE DATE:**

## EXHIBIT A

### Telecommunications Right-of-Way Use Franchise Agreement

**WHEREAS**, MCImetro Access Transmission Service Corp., d/b/a Verizon Access Transmission Services, a Delaware corporation qualified to do business in the state of Washington ("COMPANY"), and the City of Fircrest ("City") have engaged in negotiations regarding permitting the COMPANY to install, operate and maintain a telecommunications system in certain rights-of-way of the City ("Agreement"); and

**WHEREAS**, this agreement, for reference purposes only, is dated the \_\_\_\_ day of \_\_\_\_\_, 2019, and is entered into between the City of Fircrest, Washington, a municipal corporation, herein referred to as the "City," and MCImetro Access Transmission Service Corp., d/b/a Verizon Access Transmission Services, a Delaware corporation qualified to do business in the state of Washington, herein referred to as the "Company."

**WHEREAS**, COMPANY and the City desire to enter into an agreement authorizing COMPANY to use certain portions of the right of way in the City for its communication system subject to certain conditions and restrictions; now therefore, COMPANY and the City agree as follows:

#### **AGREEMENT**

- A.** COMPANY is authorized to use those certain City rights-of-way as specified in the Scope of Work, Attachment A, for the purpose of constructing, replacing, maintaining and using equipment and facilities for a telecommunications system provided they shall first obtain all necessary permits and authorizations required by the City. Such permits and authorizations shall be issued subject to the provisions of the Fircrest Municipal Code and the General conditions set forth in this Agreement, which General Conditions shall be incorporated by reference in such permits and authorizations as if fully set forth in whole therein. Such permits and authorizations shall also be subject to any other applicable City ordinances, resolutions, codes, policies and standards. Nothing provided herein shall in any way limit the City's authority to otherwise exercise its police powers.
- B.** COMPANY and the City recognize that the rights-of-way authorized to be used by COMPANY pursuant to Paragraph A above will permit COMPANY to construct its telecommunications system. COMPANY and the City further recognize that COMPANY may need to utilize substantial additional rights-of-way in order to be able to provide service to its customers. COMPANY agrees to cooperate with the City's Public Works and Planning and Development Services Departments to identify and evaluate those additional rights-of-way necessary for COMPANY to serve its customers. Priority shall be given to use of those rights-of-way, construction upon which can be coordinated with other City and private construction activities in a manner that will least impact the existing condition of the rights-of-way, the traffic during construction, and the adjacent neighborhoods during construction and after installation. The Director of the Public Works Department or other person designated by the City Manager, shall be authorized to approve the use by COMPANY of such additional rights-of-way requested by COMPANY which the Director deems appropriate.

Any additional rights-of-way authorized for use by the Director from time to time shall be listed and made an addendum to **Attachment A**.

**C. Compensation and Financial Provisions.**

**1. Fees; Taxes.**

**1.1. State Prohibition of Franchise Fee.** The parties understand that RCW 35.21.860 currently prohibits a municipal franchise fee. COMPANY agrees that if this statutory prohibition is removed, the City may assess a reasonable franchise fee to be agreed to by the parties. The parties agree that this Section does not limit the right of COMPANY to challenge the franchise fee pursuant to 47 USC §253.

**1.2. COMPANY Subject to the City Telephone Business Tax.** COMPANY agrees that all or a portion of its services offered in the City of Fircrest may be specifically taxable as a telephone business under Fircrest Municipal Code 5.24 and are taxable at the rate specified in Fircrest Municipal Code 5.24 now in effect or as amended, which at the time of the execution of this Franchise Agreement is six percent (6%) of COMPANY'S total gross income. It is agreed that the amount of total gross income to be taxed will include the amount of tax imposed on COMPANY by City ordinance. This Franchise does not limit the City's power of taxation. COMPANY's services may include: competitive exchange service, data transport service, internet access service, cell site front- and back-haul and facilities leasing to affiliates and third parties.

**1.3. COMPANY obligated to Pay Administrative Costs.** In accord with RCW 35.21.860 as presently effective and as it may be later amended, COMPANY must pay the City an amount sufficient to recover administration expenses incurred in receiving and approving this Franchise, including, but not limited to, the reasonable costs of outside consultants retained by the City to assist in the City's consideration and processing of this Franchise application. The first \$2,500 of said expenses will be covered by the \$2,500 application fee deposited with the City. COMPANY will also pay the reasonable costs of enforcing or, as necessary, reviewing the provisions of this Franchise, as well as costs involved with the modification, amendment, renewal, or transfer of this Franchise as ordered by the City Manager, whether such costs result from accrued in-house staff time or out-of-pocket expenses or administrative costs, as well as expenses of retaining independent technical, legal, or financial consultants or advisors; or whether relating to costs incurred due to initial system development or to future system expansion. The amount of payment to be made by COMPANY to cover these administrative costs is an amount determined to be reasonable by the City Manager. Such obligation further includes municipal fees related to receiving and approving permits or licenses, inspecting plans and construction, or relating to the preparation of a detailed statement pursuant to Chapter 43.21C RCW. Said fees must be paid within 30 days of receipt of the City's billing therefor.

**1.4. Manner of Payment; Audit.** COMPANY shall make all required fee payments in the form, intervals, and manner requested by the City Finance Director and shall furnish him/her any information related to his/her revenue collection functions

reasonably requested. In case of audit, the City Finance Director may require COMPANY to furnish a verified statement of compliance with COMPANY'S obligations or in response to any questions. Said certificate may be required from an independent, certified public accountant at COMPANY'S expense. All audits will take place on COMPANY'S premises or offices furnished by COMPANY, which shall be a location within the City of Fircrest or other mutually agreeable place; however, COMPANY must agree to pay the associated costs. COMPANY agrees, upon request of the City Finance Director, to provide copies of all documents filed with any federal, state, or local regulatory agency, to be mailed to the City Finance Director on the same day as filed, postage prepaid, affecting any of COMPANY'S facilities or business operations in the City of Fircrest.

- 1.5. No Other Deductions.** Subject to federal law and regulation, no deductions, including current or previously paid fees, shall be subtracted from the gross income amount upon which payments are calculated and due for any period, nor shall copyright fees or other license fees paid by COMPANY be subtracted from the gross income for purposes of calculating payments.
- 1.6. Late Payments.** Any fees owing which remain unpaid more than 10 days after the dates specified herein shall be delinquent and shall thereafter accrue interest at 12 percent per annum or 2 percent above highest prime lending rate published daily in the Wall Street Journal during the period the payment is due but unpaid, whichever is greater.
- 1.7. Period of Limitations.** The period of limitation for recovery of any fee payable hereunder shall be six years from the date on which payment by COMPANY is due, subject to tolling as provided as a matter of law or equity.

## **2. Auditing and Financial Records.**

COMPANY shall manage all of its operations in accordance with a policy of keeping books and records open and accessible to the City. Without limiting its obligations under this Franchise, COMPANY agrees that it will collect and make available books and records for inspection and copying by the City in accordance with FMC 5.24.

COMPANY shall be responsible for collecting the information and producing it. Books and records shall be produced to the City at the City Hall or such other location as the parties may agree. Notwithstanding any provision of FMC 5.24 or this Franchise, if documents are too voluminous or for security reasons cannot be produced at the City Hall or mutually agreeable location within the City, then COMPANY may produce the material at another central location, provided it also agrees to pay the additional reasonable costs incurred by the City in reviewing the materials.

COMPANY shall take all steps required if any, to ensure that it is able to provide the City all information which must be provided or may be requested under FMC 5.24 or this Franchise, including by providing appropriate subscriber privacy notices. Nothing in this section shall be read to require COMPANY to violate 47 USC §551. COMPANY shall be responsible for redacting any data that federal law prevents it from providing to the City. Records shall be kept for at least six years. In addition to maintaining all

records as required by FMC 5.24, COMPANY shall maintain records sufficient to show its compliance with the requirements of this Franchise and shall produce those records within 30 days of a City request.

COMPANY agrees to meet with a representative of the City upon request to review its methodology of record-keeping, financial reporting, computing fee obligations, and other procedures, the understanding of which the City deems necessary for understanding the meaning of reports and records.

In exercising its rights under this section, the City agrees to request access to only those books and records which it deems reasonably necessary as part of a bona fide exercise of its authority over the telecommunications system under the Franchise, FMC 5.24, or other applicable law.

The City also reserves its right to charge site specific charges for the use of City right-of-way for placement of personal wireless services equipment or facilities as provided in RCW 35.21.860(e).

- D. This Agreement shall be in effect for a period of five (5) years from the effective date of this Agreement. This Agreement shall be automatically renewed for three (3) additional five (5) year period(s) thereafter.
- E. This Agreement may be terminated if COMPANY fails to commence construction of its facilities/system within one year of the effective date of this Agreement unless otherwise agreed to in writing by the City.
- F. To the extent that COMPANY makes the facilities and/or services available to other governmental entities within the State of Washington, COMPANY shall also make such facilities and services available to the City at similar rates and on similar terms and conditions unless otherwise prohibited or restricted by state or federal laws, regulations, or tariffs.
- G. The General Conditions referenced in paragraph A are as follows:
  - 1. **Permits and Authorizations.** COMPANY shall apply for and obtain all necessary permits and authorizations prior to the construction, installation and operation of its telecommunications system in those certain rights-of-way specified in **Attachment A**.
  - 2. **Installation of Equipment.**
    - 2.1. All facilities shall be installed and maintained at such locations shown in **Attachment A**, and subsequent amendments to **Attachment A**, as may be approved by the City so as to least interfere with existing and planned utilities and with the free passage of traffic, in accordance with the laws of the State of Washington and the ordinances and standards of the City regulating such construction. For purposes of this Section 2, "planned" shall mean utilities which the City intends to construct in the future, which intent is evidenced by the inclusion of said utility project in the Capital Facilities Plan, a comprehensive plan or other written construction or planning schedule. No permit condition shall conflict with or waive any requirement of the Fircrest Municipal Code for the construction of said facilities.

- 2.2.** In areas of the City where all utilities are underground when COMPANY installs new or extended facilities, COMPANY shall install its facilities underground in such areas. In areas of the City where existing above ground communication utility installations are in place, when COMPANY installs new or extended facilities, COMPANY may install its facilities above ground in such areas, provided such overhead installation does not interfere with the operation and use of the public right-of-way including traffic operations, sight distance, street lighting, and street trees. New service lines shall be placed underground between the transmission lines and the associated building in all locations.
- 2.3.** If, during the term of this Franchise, the City shall direct the COMPANY to replace (convert) its overhead facilities then existing within the Franchise area or portion thereof with underground facilities, the COMPANY will cooperate and participate with the City and underground its facilities within the Franchise area including paying all costs thereof.
- 2.4.** If the City undertakes any public works improvement which would otherwise require relocation of COMPANY'S above-ground facilities in accordance with Section 3 below, the City may, by written notice to COMPANY, direct that COMPANY convert any such facilities to underground facilities. All costs for such conversion shall be paid by the COMPANY.

### **3. Relocation.**

- 3.1.** Whenever the City undertakes or approves the construction of any sewer or storm drainage line or other street improvement project (including, without limitation, installation of traffic signals, street lights, sidewalks and pedestrian amenities wherein the facility so constructed or approved is or shall become, by gift, transfer, dedication or otherwise, a public facility owned, maintained or operated by the City) and such project necessitates the relocation of COMPANY's then existing facilities, the City shall:
  - 3.1.1** Provide COMPANY, at least ninety (90) days prior to the commencement of such improvement project, written notice requiring such relocation; and
  - 3.1.2** Provide COMPANY with copies of preliminary plans depicting the proposed alignment of such street improvement project so that COMPANY may relocate its facilities to accommodate such street improvement project.
  - 3.1.3** After receipt of such notice, COMPANY shall complete the relocation of such facilities at no charge or expense to the City so as to accommodate the improvement project construction schedule.
- 3.2.** If the City requires the subsequent relocation of any facility within five (5) years of the date of relocation of such facility pursuant to subsection 3.1 above, the City shall bear the entire cost of such relocation.
- 3.3.** The provisions of this Section 3 shall in no manner preclude or restrict COMPANY from making any arrangements it may deem appropriate when responding to a request for relocation of its facilities by any person or entity other than the City where the facilities to be constructed by said person or entity are not or will not become City owned, operated or maintained facilities.

- 3.4. Should COMPANY elect to relocate all of its facilities to non-City owned facilities, this Right of Way Use Agreement shall be terminated and be of no further force and effect, effective as of the date COMPANY provides written notice that it has fully relocated said facilities.
4. **Repairs.** If the City requires the relocation (temporary or permanent) of COMPANY's facilities for the purpose of repairing or maintaining any City owned, operated or maintained facility, COMPANY shall make such relocation at no cost to the City.
5. **Record of Installations.**
- 5.1. As a condition of this Right of Way Use Agreement, COMPANY shall provide to the City upon request and at no cost, a copy of all as-built plans, maps and records, including revealing the final location and condition of its facilities within the rights-of-way. Such records shall be provided in a format acceptable to the City. With respect to excavations by COMPANY near any other facilities in the rights-of-way, COMPANY and the City shall each comply with its respective obligations pursuant to Chapter 19.122 RCW and any other applicable State law.
- 5.2. Upon written request of the City, COMPANY shall provide the City with the most recent update available of any plan of potential improvements to its facilities that are subject to this Right of Way Use Agreement; provided, however, any such plan submitted shall be for informational purposes only and shall not obligate COMPANY to undertake any specific improvements, nor shall such plan be construed as a proposal to undertake any specific improvements. The City agrees not to disclose such information unless required to do so pursuant to chapter 42.56 RCW. In any event, the City agrees to notify COMPANY of the anticipated disclosure of such information at least five (5) days prior to such disclosure.
6. **Shared Use of Excavations.**
- 6.1. If at any time, or from time to time, either COMPANY or the City shall cause excavations to be made near facilities, the party causing such excavation to be made shall afford the other, upon receipt of a written request to do so, an opportunity to use such excavation, provided that: (i) such joint use shall not unreasonably delay the work of the party causing the excavation to be made; and (ii) such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties.
- 6.2. **Joint Trench.** The City reserves the right to require COMPANY to joint trench with other franchisees if both entities are anticipating trenching within the same franchise area and provided that the terms of this Section are met.
7. **Restoration after Construction.** COMPANY shall, after construction, maintenance or repair of facilities, leave the area in as good or better condition in all respects as it was in before the commencement of such construction, maintenance or repairs. All concrete-encased recorded monuments which have been disturbed or displaced by such work shall be restored pursuant to City standards and specifications. COMPANY agrees to promptly complete restoration work and to promptly repair any damage caused by such work at its sole cost and expense.

**8. Hold Harmless and Indemnity.**

- 8.1.** COMPANY shall indemnify, save harmless and defend the City, its elected and appointed officials, employees, and agents (including reimbursing the City for all costs and attorneys' fees) from any and all damages, claims, or demands, of any kind, on account of injury to or death of any and all persons, caused by COMPANY or its use of the rights-of-way, including, but not limited to, COMPANY, its agents, employees, subcontractors and their successors and assigns as well as the City or the City's employees, elected and appointed officials and agents, contractors and all third parties. COMPANY shall further indemnify, save harmless and defend the City, as provided above, from all property damage of any kind, whether tangible or intangible, including loss of use resulting from such damage, that occurs in connection with any work performed by COMPANY or caused, in whole or in part, by the presence of COMPANY or its officials, employees, agents, contractors, subcontractors, or their property upon or in proximity to City rights-of-way or City utilities. Such indemnification will not extend to damages, claims, or demands that are caused by the sole negligence or intentional misconduct of the City, its employees, agents or contractors or a third party.
- 8.2.** This indemnification, hold harmless, and defense agreement includes the promise that COMPANY shall indemnify, save harmless and defend the City, its elected and appointed officials, employees and agents (including reimbursing the City for all costs and attorneys' fees) from any and all damages, claims, or demands of any kind on account of COMPANY's violation of city, county, state or federal laws relating to environmental health except to the extent caused by the negligence of the City, its employees, agents or contractors.
- 8.3.** COMPANY agrees that its obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, COMPANY, by mutual negotiation, hereby waives, as respects the City only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the City incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from COMPANY.

**9. Insurance.** COMPANY shall maintain in full force and effect throughout the term of this Agreement the following:

- 9.1.** One Million Dollars (\$1,000,000) comprehensive general liability insurance for bodily injury or death to any one person; and
- 9.2.** Two Million Dollars (\$2,000,000) comprehensive general liability insurance for bodily injury or death resulting from any one accident;
- 9.3.** One Million Dollars (\$1,000,000) comprehensive general liability insurance for property damage resulting from any one accident; and
- 9.4.** The City shall be named as an additional insured on any policy for the purposes of any actions performed under this Agreement.



## **10. Civil Penalties and Additional Relief.**

- 10.1.** The COMPANY, and the officers, directors, and employees of the COMPANY or any agent, subcontractor or other person acting on behalf of the COMPANY failing to comply with any of the provisions of this Agreement shall be subject to a civil penalty per applicable law. A monetary penalty in an amount not more than \$500.00 per day for each day of violation may be assessed and abatement required.
- 10.2.** In addition to any penalty which may be imposed by the City, any person violating or failing to comply with any of the provisions of this Agreement shall be liable for any and all damage to City property or rights-of-way arising from such violation, including the cost of restoring the affected area to its condition prior to the violation.
- 10.3.** Notwithstanding any other provision herein, the City may seek legal or equitable relief to enjoin any acts or practices and abate any condition which constitutes or will constitute a violation of the applicable provisions of this Agreement when civil or criminal penalties are inadequate to effect compliance. In addition to the penalties set forth in this section, violation of any provision of this Agreement may also result in the revocation of any rights-of-way use agreement, rights-of-way use permit, facilities lease, or other authorization.
- 10.4.** Nothing in this Section shall be construed as limiting any remedies that the City may have, at law or in equity, for enforcement of this Agreement.
- 11. Non-Exclusive.** The rights and privileges herein granted shall not be deemed exclusive and the right is hereby reserved to the City to grant to any other person, company, corporation or association, including the City, the right to exercise the rights and privileges herein granted; provided that such grant to any other person, company, corporation or association, including the City, does not disturb or affect the rights and privileges herein granted to COMPANY.
- 12. Police Powers.** Nothing contained herein shall be deemed to affect the City's authority to exercise its police powers. COMPANY shall not by this Agreement obtain any vested rights to use any portion of the City right-of-way except for the locations approved by the City and then only subject to the terms and conditions of this Agreement. This Agreement and the permits and authorizations issued thereunder shall be governed by applicable City ordinances in effect at the time of application for such permits and authorizations.
- 13. Construction Permit Required.** Prior to the performance of any work in any public rights-of-way, and in addition to any other permits required by law, COMPANY shall apply for and obtain from the City, a Right of Way Use Permit, which application and Permit shall comply with all applicable City ordinances, regulations or standards. If the City reasonably determines that there is a potential for injury, damage or expense to the City as a result COMPANY's use of the rights-of-way the City may require COMPANY to provide additional security in a form acceptable to the City, for activities described in the subject permit.

#### **14. Modifications of Terms and Conditions.**

- 14.1. General.** The City and COMPANY hereby reserve the right to alter, amend or modify the terms and conditions of this Franchise in accordance with the provision of this Section.
- 14.2. Participation.** At any time during the term of this Franchise, the City or COMPANY may request, by written notice, that the other promptly participate in negotiations to alter, amend or modify the terms and condition of this Franchise.
- 14.3. Process.** Within a reasonable time after receipt of the notice, the City and COMPANY shall, at a mutually agreed-upon time and place, commence negotiations to alter, amend or modify the terms and conditions of this Franchise. The City and Grantee shall conduct such negotiations in good faith and with due regard to all pertinent facts and circumstances; provided, however, that neither the City nor COMPANY shall be obligated to agree to any proposed alteration, amendment or modification. Further, no rights or privileges granted by this Franchise shall be prejudiced, impaired or otherwise affected by the failure of the City or COMPANY to agree to any proposed alteration, amendment or modification.
- 14.4. Negotiations.** Neither the City nor COMPANY shall be obligated to continue negotiations after the expiration of ninety (90) days from the date they commence such negotiations; provided, however, the City and COMPANY may agree to continue such negotiations for an additional period of time.
- 14.5. Ordinance.** Any alteration, amendment or modification to which the City and COMPANY agree shall be submitted to the legislative authority of the City as a proposed ordinance. The ordinance so proposed shall expressly provide that, unless COMPANY properly files a written notice of acceptance within sixty (60) days of its effective date, the ordinance shall not be effective and this Franchise shall not be altered, amended or modified. To the extent permitted by law, the party proposing the alteration, amendment or modification shall bear all actual administrative costs directly related to approval thereof.
- 14.6. Facilities – Limited.** It is the understanding of the parties that this Franchise is limited to facilities to provide Telecommunications Service. The parties to this agreement acknowledge that if the COMPANY endeavors to provide services or utilities beyond the scope of this agreement, such additional services or utilities may be added to this Franchise only by written addendum. Additional services or utilities may be subject to franchise fees, and state or local taxes as allowed by law.

- H. Interference.** The City shall not use, nor shall the City permit others to use, any portion of the right-of-way in any way which unreasonably interferes with the operation of COMPANY's facilities in the locations authorized under this Agreement. COMPANY shall provide notice to the City of such interference and the City and COMPANY shall then cooperatively work to eliminate or substantially mitigate such interference.

- I. **Abandonment or Non-Use of Facilities.** In the event COMPANY discontinues commercial use of any facility located in any City right-of-way for a period of one hundred eighty (180) consecutive days or longer, the City may, upon ninety (90) days' written notice from the City to COMPANY, require removal of all such facilities from the City rights-of-way at COMPANY's sole expense. If COMPANY fails to remove such facilities upon proper notice from the City, the City may remove such facilities and COMPANY shall be responsible for reimbursing the City for the City's cost of removal. Notwithstanding any other provision of this Agreement, the City may permit COMPANY to abandon such facilities in place; however, no facilities of any type may be abandoned in place without the express written consent of the City. Upon permanent abandonment, the facilities shall become the property of the City, and COMPANY shall submit to the City an instrument in writing, to be approved by the City Attorney, transferring ownership of such facilities to the City. The provisions of this Section shall survive the expiration, revocation or termination of this Agreement.
- J. **Severability.** If any term, provision, condition, or portion of this Agreement shall be held to be invalid or unconstitutional for any reason, the portion declared invalid shall be severable and the remaining portions of this Agreement shall be enforceable unless to do so would be inequitable or would result in a material change in the rights and obligations of the parties hereunder.
- K. **Transferability.** The rights and privileges granted to COMPANY as provided in this Agreement may only be assigned or transferred to another entity with the prior written approval of the City, which shall not be unreasonably withheld, conditioned or delayed. However, COMPANY may assign or transfer the rights and privileges granted herein to any affiliate, parent or subsidiary of COMPANY, or to an entity with or into which COMPANY may merge or consolidate, or to an entity which controls, is controlled by, or is under common control with such entity or to any purchaser of all or substantially all of the assets of COMPANY without the requirement for City approval, so long as the successor provides written notice to the City that it agrees to be fully liable to the City for compliance with all terms and conditions of this Agreement.
- L. **Reimbursement of City.** COMPANY shall reimburse the City, upon submittal by the City of an itemized billing by project costs, for COMPANY's proportionate share of all actual, identifiable and reasonable expenses incurred by the City in planning, designing, constructing, installing, repairing or altering any City facility as the result of the actual or proposed presence in the rights-of-way of COMPANY's facilities. Such costs and expenses shall include but not be limited to the proportionate cost of City personnel utilized to oversee or engage in any work in the rights-of-way as the result of the presence of COMPANY's facility in the rights-of-way. Such costs and expenses shall also include the proportionate share of any time spent reviewing construction plans in order to either accomplish the relocation of facilities or the routing or rerouting of any utilities so as not to interfere with facilities. The time of City employees shall be charged at their respective rate of salary, including overtime if utilized, plus benefits (approximately 22% of salary) and overhead. Any other costs will be billed proportionately on an actual cost basis. All billing will be itemized so as to specifically identify the costs and expenses for each project for which the City claims reimbursement. The billing

may be on an annual basis, but the City shall provide COMPANY with the City's itemization of costs at the conclusion of each project for information purposes.

**M. Effective Date.** This Agreement shall take effect upon execution by both parties to this Agreement, and after five (5) days from and after passage by the Fircrest City Council and publication of the Ordinance summary.

**N. Miscellaneous.**

1. This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.
2. If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
3. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.
4. Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

**CITY:**

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

**COMPANY:**

MCImetro Access Transmission Service Corp.  
d/b/a Verizon Access Transmission Services  
600 Hidden Ridge, E02E102  
Irving, TX 75038  
Attn: Franchise Manager

with a copy (except for invoices) to:

Verizon Business Services  
1320 N. Courthouse Road, Suite 900  
Arlington, VA 22201  
Attn: General Counsel, Network & Technology

The City or COMPANY may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received five (5) days after placing in U.S. Mail, certified, or the next day after sending via overnight delivery.

5. This Agreement shall be governed by the laws of the State of Washington, with venue in Pierce County.

6. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.
7. All Riders and Exhibits annexed hereto form material parts of this Agreement.
8. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

**IN WITNESS WHEREOF**, the parties to these presents have executed this contract in two counterparts, each of which shall be deemed as originals, in the year and day first above mentioned.

**DATED this \_\_\_\_ day of \_\_\_\_\_, 2019.**

**CITY:**

**City of Fircrest**

**COMPANY:**

**MCImetro Access Transmission  
Service Corp. d/b/a Verizon Access  
Transmission Services**

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

Scott Pingel  
City Manager

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

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

City Attorney

**ATTEST:**

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

City Clerk

## **ATTACHMENT A**

### **SCOPE OF WORK**

COMPANY is authorized to place its facilities in the public rights-of-way within the municipal boundaries of City, subject to applying for and obtaining all necessary permits and authorizations prior to the construction, installation and operation of its telecommunications system.

COMPANY may not place wireless equipment (such as radios or antennas) for the provision of wireless service. COMPANY may place cable to such wireless equipment consistent with the terms of this Ordinance.

DRAFT

**NEW BUSINESS:**        **Acceptance of Donations**  
**ITEM 10B.**

**FROM:**                    **Scott Pingel, City Manager**

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**RECOMMENDED MOTION:**    **I move to adopt Ordinance No. \_\_\_\_\_, adding Chapter 3.50 to the Fircrest Municipal Code providing for the acceptance of donations.**

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**PROPOSAL:** The Council is being asked to consider adoption of an ordinance regulating the acceptance of donations to the City.

**FISCAL IMPACT:** None identified.

**ADVANTAGE:** Establishes a consistent, City-wide policy and process for accepting donations of cash, personal, and real property.

**DISADVANTAGES:** None identified.

**ALTERNATIVES:** Not adopt the proposed ordinance.

**HISTORY:** RCW 35.21.100 requires donations of cash, personal or real property to municipalities be accepted by ordinance. Cities may accept each donation via separate ordinance or may adopt a general ordinance to establish a procedure and means for accepting and accounting for donations. The City is proposing to adopt a general ordinance and has developed a policy and process for accepting donations.

**ATTACHMENTS:** [Ordinance](#)  
[RCW 35.21.100](#)

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIRCREST,  
WASHINGTON, ADDING CHAPTER 3.50 TO THE FIRCREST MUNICIPAL  
CODE PROVIDING FOR THE ACCEPTANCE OF DONATIONS.**

**WHEREAS**, RCW 35.21.100 requires that “every city and town by ordinance may accept any money or property donated, devised, or bequeathed to it and carry out the terms of the donation, devise, or bequest, if within the powers granted by law. If no terms or conditions are attached to the donation, devise, or bequest, the city or town may expend or use it for any municipal purpose.”; and

**WHEREAS**, the City has not delegated its authority to accept donations on behalf of the City; and

**WHEREAS**, the City has a need for a general ordinance to establish a policy and means for the receipt of and the accounting for donations to the City. Now, Therefore,

**THE CITY COUNCIL OF THE CITY OF FIRCREST DO ORDAIN AS FOLLOWS:**

**Section 1.** A new chapter is hereby added to the Fircrest Municipal Code Title 3 Finance to be known as Chapter 3.5 and reads as follows:

**“ACCEPTANCE OF DONATIONS TO THE CITY**

**Sections:**

- 3.50.010 Purpose.
- 3.50.020 Definitions.
- 3.50.030 Administration.
- 3.50.040 Accounting.
- 3.50.050 Accounts Established.
- 3.50.060 Acceptance of donations in general
- 3.50.070 Acceptance of monetary donations.
- 3.50.080 Acceptance of nonmonetary donations.

**3.50.010 Purpose.**

The purpose of this chapter is to authorize the acceptance of donations for any public purpose, pursuant to RCW 35.21.100, and to specify policies and procedures for doing so.

**3.50.020 Definitions.**

“Donation” is defined as any monetary or nonmonetary gift, grant, devise or bequest to the city of Fircrest. A monetary donation includes cash or a check, money order or other negotiable instrument. A nonmonetary donation includes real or personal property. In the event of a stock donation, since a government entity is not legally able to own stock, such a donation would be liquidated and turned into cash or another liquid asset, and treated as a monetary donation prior to acceptance by the City.

“City Manager” means the City Manager of the City of Fircrest, or his or her designee.

**3.50.030 Administration.**



1 The City Manager shall have the responsibility for the administration of all donations to the City  
2 and may issue procedures to implement this ordinance.

3 3.50.040 Accounting.

4 The City of Fircrest Finance Department is responsible for providing for the deposit and financial  
5 administration of any donation to the city. If necessary, the Finance Department shall track the  
6 proposed use of any such donation and shall maintain separate records of accounts showing  
7 receipts and disbursements. The Finance Director may establish further rules and regulations for  
8 the accounting and administration of donations, consistent with this chapter, as deemed necessary  
9 by the director.

7 3.50.050 Accounts established.

8 There are hereby established special accounts, to be designated “contributions and donations  
9 from nongovernmental sources.” The purpose of these accounts is to provide for the deposit of  
10 monetary donations, and for accounting for nonmonetary donations to the City.

10 3.50.060 Acceptance of donations in general.

11 The City has the discretion to accept or decline any proposed donation, whether conditioned or  
12 not, subject to the provisions of this chapter. In the event the City Manager has reason to believe  
13 a donation could cause or result in an appearance of impropriety, the City Manager shall consult  
14 with the City Attorney prior to accepting the donation. Conditioned donations shall be assigned  
15 to a project or existing fund consistent with the donor’s desired use, as long as such condition(s)  
16 do not conflict with city, state or federal law, in which case the city shall ask that the condition(s)  
17 be removed or decline the donation.

14 3.50.070 Acceptance of monetary donations.

15 A. The City Manager is hereby authorized to approve on behalf of the City all monetary  
16 donations to the City of Fircrest. All monetary donations approved by the City shall be  
17 deposited into the appropriate account as established in this chapter. In the event that a  
18 monetary donation is conditioned or donated for a special purpose, prior to acceptance, the  
19 City Manager, should consider the long-term impacts of the donation, particularly where  
20 there could be significant future or ongoing operations and maintenance or capital costs  
21 associated with the donation. In addition, if a donation could have long-term impacts, such  
22 as significant operations and maintenance or capital costs, the City Manager shall consult  
23 with the City Council prior to accepting the donation.

20 B. The City Manager, at his/her discretion, is authorized to refuse any monetary donation.

21 C. If a donor has not specified a particular desired use, the donation may be used for any  
22 municipal purpose.

23 D. Council Notification. Staff should notify Council of all accepted donations over \$5,000 so  
24 that the donor’s generosity can be officially acknowledged by Council.

24 3.50.080 Acceptance of nonmonetary donations.

25 A. All donations of personal property may be accepted by the City Manager, after assessment  
26 of required future maintenance or repair. In addition, if a donation could have long-term  
27 impacts, such as significant operations and maintenance or capital costs, the City Manager  
28 shall consult with the City Council prior to accepting the donation.

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B. Donations of Real Property. All donations of real property, whether conditioned or unconditioned, must first be approved by the city council by resolution.”

**Section 6.** Severability: If any section, sentence, clause, or phrase of this ordinance should be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this sentence.

**Section 7.** Publication and Effective Date: A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall be effective five (5) days after such publication.

**PASSED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON,** at a regular meeting thereof this 12th day of February 2019.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**DATE OF PUBLICATION:**  
**EFFECTIVE DATE:**

**RCW 35.21.100****Donations—Authority to accept and use.**

Every city and town by ordinance may accept any money or property donated, devised, or bequeathed to it and carry out the terms of the donation, devise, or bequest, if within the powers granted by law. If no terms or conditions are attached to the donation, devise, or bequest, the city or town may expend or use it for any municipal purpose.

[ **1965 c 7 § 35.21.100**. Prior: **1941 c 80 § 1**; Rem. Supp. 1941 § 9213-8.]

**NEW BUSINESS:**       **Humane Society Contract**  
**ITEM 10C.**

**FROM:**               **Scott Pingel, City Manager**

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**RECOMMENDED MOTION:**   **I move to adopt Resolution No.\_\_\_\_\_, authorizing the City Manager to execute the agreement between The Humane Society for Tacoma and Pierce County and the City of Fircrest for animal sheltering and related services for 2019 and 2020.**

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**PROPOSAL:** The Council is being asked to authorize an agreement with the Humane Society for furnishing and maintaining a suitable shelter for the handling of stray, impounded, and unwanted companion animals turned over to the Humane Society by Fircrest residents. The facility will include kennels, as well as facilities for the humane disposal of sick and injured companion animals. The facility will provide cremation services for animals deceased upon arrival or during the time of sheltering. The proposed contract requires that Fircrest Animal Control Officers perform certain functions, and comply with certain policies, and receive specified training. In 2019, the City will once again be contracting with Tacoma for animal control and we are assured that their Animal Control Officers will be in compliance with the Human Societies requirements.

**FISCAL IMPACT:** 2019 costs for these services in 2019 will be \$7,175, which is actually \$757 less than what the City paid in 2016 and an increase of \$2,183 of what we paid in 2018. This cost will be paid in monthly payments of \$597.92 in 2019 and the cost will increase by 3% in 2020 to \$7,390, which will be paid at the rate of \$615.83 per month. The rate this year is based on the assumption of 60 animals being received by the Humane Society from the City of Fircrest. At the end of each year, the Humane Society will produce a reconciliation invoice to account for actual animals received in the year that are over/under the amount paid by the City, with the final payment/refund due by January 10<sup>th</sup>. The Humane Society has calculated actual cost per animal this past year and passing those costs onto its users. The contract allows impounded animals awaiting disposition by the courts to be held at no charge for 3 days; ater 3 days, board will be charged to Fircrest in the amount of \$25 per day per animal.

**ADVANTAGE:** This contract is deemed to be in the best interest of the City. The City has had a good working relationship with the Humane Society and they have always been very responsive to the City's needs.

**DISADVANTAGES:** None known.

**ALTERNATIVES:** None known, this is the only reasonable option the City has at this time as there are no other animal shelters in close proximity.

**HISTORY:** The City has had a contract with The Humane Society for many years and up until 2006 The Humane Society had always provided animal control services for our City.

**ATTACHMENTS:** [Resolution](#)  
[Contract](#)  
[City of Fircrest Humane Society 2017-2018 Report](#)

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**THE HUMANE SOCIETY FOR TACOMA AND PIERCE COUNTY  
AGREEMENT FOR SHELTER AND RELATED SERVICES**

The parties to this contract are the **CITY OF FIRCREST**, a political subdivision of the state of Washington, hereinafter referred to as the "Municipality", and **THE HUMANE SOCIETY FOR TACOMA AND PIERCE COUNTY**, a non-profit corporation formed and operating pursuant to RCW 16.52.020, hereinafter referred to as the "Society." The terms of this contract shall cover the period from January 1, 2019, through December 31, 2020. In consideration of the mutual benefits derived, the parties agree as follows:

**THE SOCIETY AGREES:**

1. To furnish and maintain and to employ adequate staff for suitable shelter for the handling of stray, impounded, and unwanted companion animals turned over to the Society by the Municipality or its residents. Companion animals are specifically defined as dogs, cats, domestic birds, domestic rabbits and small domestic rodents. Companion animals specifically exclude livestock (horses, cows, pigs, sheep, goats, fowl, etc.) venomous or dangerous reptiles and wild or exotic animals. Such facility shall include cat kennels and dog kennels, as well as facilities for the humane disposal of sick and injured companion animals. The facility will provide disposal (cremation) services for animals deceased upon arrival or during the time of sheltering. Impounded animals, awaiting disposition by the courts will be held for up to 3 days and subject to an additional charge after the first three days. After three days, board will be charged to Municipality at the rate of \$25 per day per animal in 2019.
2. To keep the shelter staffed and open for the purposes of receiving companion animals and allowing such animals to be redeemed during regular business hours; provided that the Society shall establish and maintain 7-day per week, 24-hour per day access for Municipality animal control officers to drop off companion animals or carcasses outside of normal shelter hours. It is understood that this does not include responsibility for care of sick or injured companion animals outside of normal shelter hours.
3. To provide licensing services for animals adopted or impounded at the Humane Society shelter whose owner resides within the Municipality. The license service for impounded and adopted animals shall be provided during normal business hours, with no time limitation and shall also be provided by the Society in animal illness or injury conditions so as to expedite medical attention for the animal. The Humane society shall maintain complete and adequate records of all licenses issued and shall provide a timely report to the Municipality listing the name and address of the licensee and a description of the animal licensed. The Humane Society will retain 100% of every license sold and payments shall be made to the Humane Society.
4. To provide orientation and training to Municipality animal control officers to the Society shelter and its admissions policies, practices and other Society operations as appropriate.
5. To maintain complete records of animals received and animals disposed of on behalf of the Municipality and other entities with whom the Municipality has contracted. The Society agrees to promptly make its records of investigations available for the Municipality's inspection at reasonable times, and to furnish reports of the Society's activities to the Municipality, and to provide, within reason, such other data as the Municipality requests and as may be inspected or requested by other entities with whom the Municipality has contracted. This means the Society at such times and in such form as the Municipality may require, shall furnish the Municipality with periodic reports pertaining to the work and services undertaken pursuant to this Contract. The Society will make available to the Municipality all work-related records and documents for inspection, or evaluation during normal business hours in order to assess performance, compliance and/or quality assurance under this

Contract. The Society further agrees to fully cooperate with any civil or criminal investigations by the Municipality and to make its employees available for interviews conducted in the furtherance of such investigations.

6. To provide access to computers for the Municipality for Animal Control Officers to enter data into the database software for animals picked up by Municipality Animal Control Officers.
7. To provide basic blood draw, fecal sample, lab tests and weight at time of admission for animals involved in cruelty investigation, per request of Municipality Animal Control Officers. This service will be offered for cases of 1 to 2 animals and may be repeated weekly as deemed necessary by the Veterinarian staff at the Humane Society. The costs associated with any additional lab tests will be billed separately to the Municipality. Cruelty cases larger than 6 animals would require advance notification in order to perform this service.
8. To procure and maintain comprehensive general liability insurance, and professional liability insurance with limits not less than \$1,000,000.00 (\$1,000,000.00 bodily and personal injury and property damage insurance). The Municipality is to be named as an additional insured and such insurance as is carried by the Society is primary over any insurance carried by the Municipality.
9. To furnish equipment and supplies used in the performance of the Society's obligations arising from this contract, except equipment and supplies which the Municipality expressly promises to furnish.
10. The Society agrees to hold harmless, indemnify and defend the Municipality and its officers, officials and employees from any claim, liability, lawsuit or legal judgment arising from or out of the negligent or tortious actions or inactions of the Humane Society in its performance of the activities and services set forth herein in this agreement to be performed by the Society. The Agreement to indemnify, defend and hold harmless the Municipality by the Society shall not apply to any loss, claim, liability, lawsuit or legal judgment arising from the sole negligence of the Municipality.
11. To allow Municipality Animal Control Officers to sanitize their vehicles in accordance with Society practices until the Society requires the sanitizing facility to be vacated for construction. The Humane Society will provide 90 days' notice if the area is to be vacated.
12. Non-discrimination. The Society agrees to take all steps necessary to comply with all federal, state and local laws and policies regarding nondiscrimination and equal employment opportunities. The Society shall not discriminate in any employment action because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age marital status, familial status, or the presence of any sensory, mental or physical handicap.

#### **THE MUNICIPALITY AGREES:**

1. To pay to the Society a total of approximately \$7,175 for 2019, based on estimated animal intake of 60 for the Municipality at the rates specified in Table 1 below. The contract prices will increase by 3% to \$7,390 in year 2020 to reflect the expected increases in the Society's costs. The contracted amount will be paid monthly as 1/12<sup>th</sup> of the annual contract costs, or \$597.92 per month in 2019, \$615.83 per month in 2020. Monthly payments are due on or before the 10<sup>th</sup> of each month.

At the end of the year, the Society will produce a reconciliation invoice to account for actual animals received in the year that are over or under the amount paid by the Municipality, with the final annual payment or refund due by January 10. Pricing for the final invoices for 2019 and 2020 will follow the rates per animal defined in **Table 1**.

**Table 1. 2019 and 2020 Rates Per Animal**

<b>Animal Category</b>	<b>2019 rates</b>	<b>2020 rates</b>
Live Animals, except rabbits and rodents	\$195.00	\$200.85
Rabbits and rodents	\$50.00	\$51.50
Owner Surrenders	\$40.00	\$41.20
DOA from Animal Control only	\$50.00	\$51.50

Any payment in full over 60 days late may cause a suspension of service and will automatically be charged a 1% penalty.

2. Impounded animals, awaiting disposition by the courts or held as directed by Animal Control will be held for a maximum of 3 days without additional charge. After 3 days, board will be charged to the Municipality at the rate of \$25 per day. The boarding rate will reflect a 3% increase to \$25.75 per day in 2020. The Society will invoice the Municipality by the 20th of each month for the prior month's activity.

Boarding charges for impounded animals beyond 3 days will cease when the Municipality provides written notification to the Society of the release. The written authorization to release will include the animal number, a description of the animal, and document further actions to be taken (if any) with the animal (such as release to owner, euthanasia, etc.).

3. Authorizes the Society to act on behalf of the Municipality for the purpose of selling pet licenses to owners of pets residing in the Municipality in accordance with PCC Chapter 6.04.
4. To allow the Humane Society to retain all adoption, impound, board, fines and other fees collected from the public for animals accepted into the shelter.
5. To provide the Humane Society all licenses and licensing material for the Municipality and any other entities with whom the Municipality has contracted with.
6. Until the Humane Society accepts the animal, the Municipality is responsible for all after-hours emergency care of any animal that it impounds. The Municipality will be responsible for payment of care for impounded animals taken by the Municipality after hours to veterinary clinics by its Animal Control officers. During hours that the shelter is open, the Society will provide veterinary care. The Municipality is responsible for transporting the animal from any veterinary clinic to the Humane Society once the animal is stabilized.
7. Officers will provide the following supplemental records to assist the Humane Society with animal care and recommended outcomes.
  - Veterinary records (if the animal has been discharged from an animal hospital).
  - Selected investigation records (if the animal is suspected of being a potentially-dangerous or dangerous animal).

Officers will take primary responsibility for communication with animal owners, media, and interested parties about the status of an impounded animal. Confidentiality, as defined in this agreement, will be maintained.

8. Municipality will provide its own Potentially Dangerous Dog (PDD) and Dangerous Dog (DD) hearings and services. Any euthanasia required by the PDD and DD programs will be paid for by the dog owner.



9. The Municipality Animal Control officers will completely and accurately perform the data input required for shelter admission as well as scan each animal for microchips. During shelter business hours, the Society employees will administer vaccines. After shelter business hours, officers must administer vaccines provided by the Society to animals dropped off at the shelter as required by shelter admissions policy, with the exception of when Municipality Animal Control officers have an emergency situation or the animal's behavior is dangerous, provided the officer notes the exception in the intake form. In these circumstances, every attempt will be made to leave these animals in night hold and ensure they do not enter the general population. The Society will provide the necessary training for the vaccinations and computer intake requirements.
10. To hold the Society harmless from any damages or attorneys' fees or costs incurred by the Society, as a result of litigation which (a) names the Society and (b) involves a local ordinance that is declared illegal or unenforceable and upon which the Society relied in the performance of its obligations under this agreement.

**MUTUAL COVENANTS AND UNDERSTANDINGS – both parties hereto agree to the following conditions:**

1. All persons employed by the Society to perform its obligations under this contract shall be employees of the Society and not of the Municipality.
2. Either party can terminate this contract, during the contract period, upon 180 days' written notice; Provided that either party may terminate this upon 60 days' written notice for breach of any material clause herein. To facilitate timely renewal or termination, the parties agree to commence negotiations for the 2021-2022 contract by June 1, 2020, and to gather and provide to each other all pertinent data reasonably necessary to meaningfully negotiate.
3. If the contract is not renewed by the end of the contract period, this contract will terminate on its expiration date.
4. The Municipality and the Society will schedule and attend quarterly operational meetings.
5. **Modification.** This instrument constitutes the entire Agreement between the parties and supersedes all prior agreements. No modification or amendment shall be valid unless evidenced in writing, properly agreed to and signed by both parties. In the event either party shall desire to renegotiate any provision of the agreement, the party shall provide 90 days' notice to the other party. The notice shall identify the provision or provisions to be renegotiated, the requested changes, and shall state the reasons for the request. The party receiving the request shall respond in writing on or before the end of the 90-day period.
6. **Notices.** All notices, requests, demands and other communications required by this Agreement shall be in writing and, except as expressly provided elsewhere in this Agreement, shall be deemed to have been given at the time of delivery if personally delivered or at the time of mailing if mailed by first class, postage pre-paid and addressed to the party at its address as stated in this Agreement or at such address as any party may designate at any time in writing.

**Notice to Municipality shall be sent to:**

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

**Notice to the Society shall be sent to:**

The Humane Society for Tacoma and Pierce County  
ATTN: Stuart Earley, CEO  
2608 Center Street  
Tacoma, WA 98409

7. **Litigation Costs and Fees.** In the event of litigation concerning the terms of or performance under this Agreement, the prevailing party, in addition to costs, shall be entitled to reasonable attorney's fees as determined by the court.
8. **Benefits.** This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.

End of Agreement. Signature page immediately following.

**DATED this    day of \_\_\_\_\_, 2019**

**THE HUMANE SOCIETY FOR  
TACOMA AND PIERCE COUNTY**

**CITY OF FIRCREST**

By: \_\_\_\_\_  
Stuart Earley, CEO

By: \_\_\_\_\_  
Scott Pingel, City Manager

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPROVED AS TO FORM:**

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

**ATTEST:**

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

	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Total YTD
<b><u>Animals Received</u></b>													
<i>Dogs and Puppies</i>	1	0	0	0	0	3	6	4	1	2	2	1	20
Owner Surrendered	1	0	0	0	0	2	4	0	1	0	1	0	9
Stray	0	0	0	0	0	1	2	4	0	2	1	1	11
<i>Cats and Kittens</i>	1	0	0	2	2	0	1	4	6	4	1	3	24
Owner Surrendered	0	0	0	1	0	0	0	0	0	0	1	2	4
Stray	1	0	0	1	2	0	1	4	6	4	0	1	20
<i>Other Animals</i>	0	0	1	0	1	0	0	2	0	0	0	0	4
<i>Disposal Requests</i>	0	0	0	0	1	1	0	2	0	1	0	0	5
Owner Requested Euthanasia	0	0	0	0	0	0	2	1	0	1	0	0	4
<b>Total Animals Received</b>	2	0	1	2	4	4	9	13	7	8	3	4	57

<b><u>Animals Placed</u></b>													
<i>Dogs and Puppies</i>	1	2	0	1	0	2	4	1	2	1	1	0	15
<i>Cats and Kittens</i>	5	2	9	4	5	9	4	5	5	6	8	1	63
<i>Other Animals</i>	0	0	0	0	0	1	0	1	2	0	0	0	4
<b>Total Adoptions</b>	6	4	9	5	5	12	8	7	9	7	9	1	82

<b><u>Strays United with Owners</u></b>													
<i>Dogs and Puppies</i>	1	0	0	0	0	0	2	2	1	1	1	0	8
<i>Cats and Kittens</i>	0	0	0	1	0	1	0	0	0	0	0	0	2
<i>Others Animals</i>	0	0	0	0	1	0	0	0	0	0	0	0	1
<b>Total Animals Reunited</b>	1	0	0	1	1	1	2	2	1	1	1	0	11

<b><u>Animals Euthanized</u></b>													
<i>Dogs and Puppies</i>	0	0	0	0	1	0	1	0	0	1	0	0	3
Medical or Behavioral	0	0	0	0	1	0	1	0	0	1	0	0	3
<i>Cats and Kittens</i>	0	0	0	5	0	1	1	3	0	0	0	1	11
Medical or Behavioral	0	0	0	5	0	1	1	3	0	0	0	1	11
<i>Other Animals</i>	0	0	1	0	0	0	0	1	0	0	0	0	2
<b>Total Animals Euthanized</b>	0	0	1	5	1	1	2	4	0	1	0	1	16

<b><u>Deceased Animals</u></b>													
<i>Disposal</i>	0	0	0	0	0	1	0	4	1	2	0	0	8
<i>Died</i>	0	0	1	2	2	0	0	2	2	0	0	0	9
<b>Total Deceased Animals</b>	0	0	1	2	2	1	0	6	3	2	0	0	17

<b>Total Income of Animals</b>	2	0	1	2	4	4	9	13	7	8	3	4	57
<b>Total Outcome of Animals</b>	7	4	11	13	9	15	12	19	13	11	10	2	126

<b><u>Foster Animals</u></b>													
<i>Animals Out to Foster</i>	0	0	2	1	0	4	3	5	1	2	0	0	18
<i>Animals Back from Foster</i>	5	4	12	13	6	13	8	14	4	5	5	1	90

**NEW BUSINESS:**           **Approval of Special Election Ballot Measure For/Against Committee**  
**ITEM 10D.**               **Forms**

**FROM:**                   **Scott Pingel, City Manager**

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**RECOMMENDED MOTION:**   I move to appoint \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ in favor of the April 29, 2019 special election bond measure to serve on the “For” Committee, and \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, against the April 29, 2019 special election bond measure to serve on the “Against” Committee.

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**PROPOSAL:** The Council is being asked to approve the committee member appointments for the April 23, 2019 special election ballot measure on the community center, pool, and parks project bond. Complete forms will be available at the Council meeting.

**FISCAL IMPACT:** None identified.

**ADVANTAGE:** Allows the City to appoint known persons who are in favor and against the bond measure to serve on the committees to establish the “For” and “Against” statements that will be included in the local voters’ pamphlet.

**DISADVANTAGES:** None identified.

**ALTERNATIVES:** Not appoint committee members. If a jurisdiction fails to appoint “For” and “Against” committees by the Auditor’s Committee Form submittal deadline, the Auditor’s Office will seek out and, whenever possible, appoint up to three members to each committee. If the jurisdiction has appointed at least one member to a committee, the Auditor will consider the committee completed and formed. When the Auditor’s Office is responsible for appointing committees, it may, in its sole discretion, seek committee appointments. Appointments will be made in the order that requests from qualified applicants are received by email. The Auditor will accept email requests for appointment as soon as the jurisdiction’s deadline has passed or the jurisdiction has indicated they will not be appointing a committee. The Auditor’s Office will use the following criteria when making appointments: be residents of and registered voters in Pierce County for at least one year immediately prior to their appointment; have a demonstrated ability to communicate rapidly by email; and shall agree to work collaboratively with co-committee members.

**HISTORY:** For each measure from a jurisdiction that is included in the pamphlet, the legislative authority of that jurisdiction shall formally appoint by the statutory deadline committees “For” and “Against” the measure. The jurisdiction shall appoint persons known to favor the measure to serve on the “For” committee and shall appoint persons known to oppose the measure to serve on the “Against” committee. Each committee shall consist of not more than three members; however, a committee may seek the advice of any other person or persons. The Committee Member Appointment Form must be submitted by the deadline of February 22, 2019 to appoint committees.

**ATTACHMENT:**    [Committee Member Appointment Form](#)

# Committee Member Appointment Form (submitted by jurisdiction only)



Name of Jurisdiction: \_\_\_\_\_

Jurisdiction Contact Name: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

## Jurisdiction's responsibility:

1. Email completed form to [pcvoterpamphlet@piercecountywa.gov](mailto:pcvoterpamphlet@piercecountywa.gov) by the resolution submittal deadline. (Submittal deadlines located on page 2.)
2. Provide committee members with statement submission requirements and deadlines.  
(See 2019 Election Guide for Jurisdictions at [PierceCountyElections.org](http://PierceCountyElections.org))  
*Committees are solely responsible for submitting voters' pamphlet statements to the Elections Division in accordance with the specified time line for that election.*

Questions? Voters' Pamphlet Coordinator: [pcvoterpamphlet@piercecountywa.gov](mailto:pcvoterpamphlet@piercecountywa.gov) or (253) 798-2143

### "For" Committee (1 - 3 members)

#### 1st Committee Member

Name\*

One method of committee contact must be provided for print in the local voters' pamphlet.

Publish in  
Voters'  
Pamphlet?

Email (required)\*

☐

Phone (optional)

☐

Website (Published in Voters' Pamphlet)

Committee Name (Published in Voters' Pamphlet)

#### 2nd Committee Member

Name:

Email:

#### 3rd Committee Member

Name:

Email:

### "Against" Committee (1 - 3 members)

#### 1st Committee Member

Name\*

One method of committee contact must be provided for print in the local voters' pamphlet.

Publish in  
Voters'  
Pamphlet?

Email (required)\*

☐

Phone (optional)

☐

Website (Published in Voters' Pamphlet)

Committee Name (Published in Voters' Pamphlet)

#### 2nd Committee Member

Name:

Email:

#### 3rd Committee Member

Name:

Email:

☐ If jurisdiction is NOT appointing a "For" Committee, check box to confirm.

☐ If jurisdiction is NOT appointing an "Against" Committee, check box to confirm.

\* 1st Committee Member must provide email address for correspondence with Voters' Pamphlet Coordinator.

## 2019 Submittal Deadlines

ELECTION DATES	FEB. 12, 2019	APR. 23, 2019	AUG. 6, 2019	NOV. 5, 2019
<b>Jurisdiction's Responsibility and Deadlines</b>				
1. Resolution				
2. Resolution Cover Sheet				
3. Explanatory Statement	Dec. 14, 2018	Feb. 22, 2019	May 10, 2019	Aug. 6, 2019
4. For and Against Committee Appointment Form				
<b>Committee's Responsibility and Deadlines</b>				
Statement "For" and Statement "Against" <i>(Written by the committees for or against the measure and emailed by this date.)</i>	Dec. 18, 2018	Feb. 26, 2019	May 14, 2019	Aug. 8, 2019
Rebuttal Statement <i>(Written by the committees for or against the measure and emailed by this date.)</i>	Dec. 20, 2018	Feb. 28, 2019	May 16, 2019	Aug. 12, 2019

Resolutions and Resolution Cover Sheet may be submitted in person or emailed to [pcelections@co.pierce.wa.us](mailto:pcelections@co.pierce.wa.us). An original signed or certified copy must follow immediately if submitted by email.

Explanatory Statement, For and Against Committee Appointment Form, and Committee Statements and Rebuttals must be submitted by email to [pcvoterpamphlet@co.pierce.wa.us](mailto:pcvoterpamphlet@co.pierce.wa.us)

Deadlines are 4:30 p.m. on each designated day.