

**FIRCREST CITY COUNCIL
REGULAR MEETING AGENDA**

**TUESDAY, FEBRUARY 26, 2019
7:00 P.M.**

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

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. PRESIDING OFFICER'S REPORT**
 - A. Community Center and Pool Project
- 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. Parks & Recreation
 - B. Pierce County Regional Council
 - C. Public Safety, Courts
 - D. Street, Water, Sewer, and Storm Drain
 - E. Other Liaison Reports
- 7. CONSENT CALENDAR**
 - A. Approval of [vouchers](#)/payroll checks
 - B. Approval of minutes: [January 29, 2019 Joint Meeting](#)
[February 12, 2019 Regular Meeting](#)
 - C. Liquor license renewals: [Fircrest Golf Club](#)
[Pint Defiance](#)
- 8. PUBLIC HEARING 7:15 P.M.**
- 9. UNFINISHED BUSINESS**
 - A. [Ordinance No. 1632: MCImetro Franchise Agreement](#)
- 10. NEW BUSINESS**
 - A. [Motion: City Manager Salary Adjustment](#)
 - B. [Ordinance: Proposed Solid Waste Rate Adjustment](#)
 - C. [Resolution: Combined Communications Network](#)
- 11. CITY MANAGER COMMENTS**
- 12. DEPARTMENT HEAD COMMENTS**
- 13. COUNCILMEMBER COMMENTS**
- 14. EXECUTIVE SESSION**
- 15. ADJOURNMENT**

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

ACCOUNTS PAYABLE

City Of Fircrest
MCAG #: 0583

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Accts

Pay #	Received	Date Due	Vendor	Amount	Memo
18683	02/26/2019	02/26/2019	6904 A R C Architects Inc	178,118.00	P#54 Design Development January 2019
	594 76 62 00 Buildings & Structures - Pa		001 000 576 General Fund	178,118.00	P#54 Design Development January 2019
18692	02/26/2019	02/26/2019	4298 AWC Employee Benefit	694.00	March 2019 Retired Medical
	521 22 20 01 LEOFF I Medical Premium		001 000 521 General Fund	694.00	03/2019 Retired Medical
18673	02/26/2019	02/26/2019	6018 Canon Financial Services Inc	244.61	Police Copier February 2019
	521 22 45 00 Oper Rentals - Copier - Pol		001 000 521 General Fund	244.61	Police Copier 02/2019
18674	02/26/2019	02/26/2019	6018 Canon Financial Services Inc	13.63	Police Faxboard February 2019
	521 22 45 00 Oper Rentals - Copier - Pol		001 000 521 General Fund	13.63	Police Faxboard 02/2019
18675	02/26/2019	02/26/2019	6018 Canon Financial Services Inc	563.79	Copier Rental February 2019 - City Hall, Rec, Court, Public Works
	512 50 45 00 Oper Rentals - Copier - Coi		001 000 512 General Fund	140.95	Court 02/2019
	518 10 45 00 Oper Rentals - Copier - No		001 000 518 General Fund	140.95	City Hall 02/2019
	531 50 45 00 Oper Rentals - Copier - Sto		415 000 531 Storm Drain	35.23	PW 02/2019
	534 10 45 02 Oper Rentals - Copier - Wa		425 000 534 Water Fund (de	35.24	PW 02/2019
	535 10 45 00 Oper Rentals - Copier - Sev		430 000 535 Sewer Fund (de	35.24	PW 02/2019
	542 30 45 00 Oper Rentals - Copier - Str		101 000 542 City Street Fun	35.24	PW 02/2019
	571 10 45 01 Oper Rentals - Copier - Rec		001 000 571 General Fund	126.85	Rec 02/2019
	576 80 45 00 Oper Rentals - Copier - Par		001 000 576 General Fund	14.09	Parks 02/2019
Total Canon Financial Services Inc				822.03	
18709	02/26/2019	02/26/2019	3994 CenturyLink	130.99	Police BA Machine / Modem February 2019
	521 22 42 00 Communication - Police		001 000 521 General Fund	130.99	Police BA Machine / Modem 02/2019
18710	02/26/2019	02/26/2019	3994 CenturyLink	67.89	Parks Primary 911 February 2019
	576 80 42 00 Communication - Parks		001 000 576 General Fund	67.89	Parks Prim 911 02/2019
18711	02/26/2019	02/26/2019	3994 CenturyLink	131.76	Direct Inward Dial February 2019
	518 10 42 00 Communication - Non Dep		001 000 518 General Fund	131.76	DID 02/2019
18712	02/26/2019	02/26/2019	3994 CenturyLink	63.12	Public Works Fax February 2019
	531 50 42 00 Communication - Storm		415 000 531 Storm Drain	15.78	PW Fax 02/2019
	534 10 42 00 Communication - Water		425 000 534 Water Fund (de	15.78	PW Fax 02/2019
	535 10 42 01 Communication - Sewer		430 000 535 Sewer Fund (de	15.78	PW Fax 02/2019
	542 30 42 00 Communication - Street		101 000 542 City Street Fun	15.78	PW Fax 02/2019

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			Total CenturyLink	393.76	
18713	02/26/2019	02/26/2019	5805 CenturyLink	55.86	Long Distance Access & Usage February 2019
518 10 42 00	Communication - Non Dep		001 000 518 General Fund	55.86	Long Distance 02/2019
18716	02/26/2019	02/26/2019	7088 Certified Laboratories	652.75	Deoderant Blocks For Sewer Liftstation
535 50 31 01	Oper Supplies - Sewer Mai		430 000 535 Sewer Fund (de	652.75	Deoderant Blocks For Sewer Liftstation
18666	02/26/2019	02/26/2019	4324 City Treasurer-City of Tacoma	1,460.00	2018 Animal Control Services
554 30 41 00	Animal Control		001 000 554 General Fund	1,460.00	2018 Animal Control
18672	02/26/2019	02/26/2019	4324 City Treasurer-City of Tacoma	55,403.25	Fire / EMS March 2019
522 20 50 00	Tacoma Contract - Fire		001 000 522 General Fund	27,884.67	Fire 03/2019
522 20 51 00	Tacoma Contract - EMS		001 000 522 General Fund	27,518.58	EMS 03/2019
			Total City Treasurer-City of Tacoma	56,863.25	
18723	02/26/2019	02/26/2019	4318 City of Fircrest Treasurer	2,591.05	February 2019 Interfund
518 30 47 00	Public Utility Services - Ci		001 000 518 General Fund	353.82	02/2019 Interfund
531 50 47 02	Public Utility Services/Bldg		415 000 531 Storm Drain	159.91	02/2019 Interfund
531 50 47 02	Public Utility Services/Bldg		415 000 531 Storm Drain	12.80	02/2019 Interfund
534 10 47 00	Utility Services/Building -		425 000 534 Water Fund (de	159.91	02/2019 Interfund
534 80 47 01	Utility Services/Pumping		425 000 534 Water Fund (de	100.50	02/2019 Interfund
534 80 47 03	Public Utility Services/Met		425 000 534 Water Fund (de	3.84	02/2019 Interfund
535 10 47 00	Utility Services/Building -		430 000 535 Sewer Fund (de	159.91	02/2019 Interfund
535 80 47 04	Public Utility Services/Met		430 000 535 Sewer Fund (de	3.84	02/2019 Interfund
542 30 47 02	Electricity & Gas/Bldg - St		101 000 542 City Street Fun	159.92	02/2019 Interfund
542 30 47 02	Electricity & Gas/Bldg - St		101 000 542 City Street Fun	1.65	02/2019 Interfund
548 65 47 00	Utilities ShopGarage		501 000 548 Equipment Ren	33.50	02/2019 Interfund
576 80 47 00	Public Utility Services - Pa		001 000 576 General Fund	1,441.45	02/2019 Interfund
18661	02/26/2019	02/26/2019	4322 City of Tacoma - Utilities	9,949.55	Power - Various Locations January 2019
518 30 47 00	Public Utility Services - Ci		001 000 518 General Fund	580.09	City Hall 01/2019
531 50 47 02	Public Utility Services/Bldg		415 000 531 Storm Drain	147.60	PW 01/2019
534 10 47 00	Utility Services/Building -		425 000 534 Water Fund (de	147.61	PW 01/2019
534 80 47 01	Utility Services/Pumping		425 000 534 Water Fund (de	4,699.61	High/Low Tank, Well #4, Well #9, Golf Tank 01/2019
535 10 47 00	Utility Services/Building -		430 000 535 Sewer Fund (de	147.61	PW 01/2019
535 80 47 01	Utility Services/Pumping		430 000 535 Sewer Fund (de	1,073.04	Drake St, Lift Pump, Harvard Lift 01/2019
542 30 47 02	Electricity & Gas/Bldg - St		101 000 542 City Street Fun	147.60	PW 01/2019

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	542 30 47 03	Electricity/Traffic Lights	101 000 542 City Street Fun	50.36	400 Alameda, Regents/Alameda 01/2019	
	542 63 47 00	Electricity/Street Lights	101 000 542 City Street Fun	2,163.44	Street Lights 01/2019	
	548 65 47 00	Utilities ShopGarage	501 000 548 Equipment Ren	23.14	F&E Garage 01/2019	
	576 80 47 00	Public Utility Services - Pa	001 000 576 General Fund	769.45	Rec, Pavilion, Tot Lot, Garage 01/2019	
18718	02/26/2019	02/26/2019	7064	Clother, Shannen	18.25	Paint Samples For Public Safety Building
	518 30 31 02	Oper Sup/PSB Bldg	001 000 518 General Fund	18.25	Paint Samples - PSB	
18689	02/26/2019	02/26/2019	6203	Code Mechanical Inc	306.62	Temperature Sensor Repair - Public Safety Bldg
	518 30 48 04	Rep & Maint - PSB	001 000 518 General Fund	306.62	Temperature Sensor Repair - PSB	
18684	02/26/2019	02/26/2019	3565	Comfort Davies & Smith	14,682.50	January 2019
	515 30 41 01	City Attorney	001 000 515 General Fund	2,975.00	01/2019	
	515 30 41 03	City Prosecutor	001 000 515 General Fund	7,682.50	Fircrest Court 01/2019	
	515 30 41 03	City Prosecutor	001 000 515 General Fund	4,025.00	Ruston Court 01/2019	
18719	02/26/2019	02/26/2019	7918	Contreras, Alejandra	140.00	Spanish Interpreting (2 Hrs)
	512 50 41 03	Prof Srvs - Interpreter	001 000 512 General Fund	140.00	Spanish Interpreting (2 Hrs) 8Z1137565, 8Z1173763	
18693	02/26/2019	02/26/2019	3573	Copiers Northwest Inc	81.86	Copier Usage - Police January 2019
	521 22 45 00	Oper Rentals - Copier - Pol	001 000 521 General Fund	81.86	01/04/19 - 02/03/19 Police	
18665	02/26/2019	02/26/2019	1583	Davis, Donald	59.00	Library Reimbursement 1 Year
	572 21 49 00	Library Services	001 000 572 General Fund	59.00	Library Reimbursement 1 Year	
18664	02/26/2019	02/26/2019	28	Davis, John R	59.00	Library Reimbursement 1 Year
	572 21 49 00	Library Services	001 000 572 General Fund	59.00	Library Reimbursement 1 Year	
18707	02/26/2019	02/26/2019	4310	Dept Of Revenue-EXCISE TAX	64.07	January 2019 Excise Taxes
	531 50 53 00	Excise Tax - Storm	415 000 531 Storm Drain	9.34	01/2019 Excise Taxes	
	534 10 53 00	Excise Tax - Water	425 000 534 Water Fund (de	17.97	01/2019 Excise Taxes	
	535 10 53 00	Excise Tax - Sewer	430 000 535 Sewer Fund (de	36.76	01/2019 Excise Taxes	
18699	02/26/2019	02/26/2019	4712	ESRI Inc	1,208.90	ArcGIS Desktop Maintenance
	524 20 31 00	Office & Oper Sup-Bldg	001 000 524 General Fund	201.49	ArcGIS Desktop Maintenance	
	531 50 31 01	Office Supplies - Storm	415 000 531 Storm Drain	201.48	ArcGIS Desktop Maintenance	
	534 10 31 00	Office Supplies - Water	425 000 534 Water Fund (de	201.48	ArcGIS Desktop Maintenance	
	535 10 31 00	Office Supplies - Swr Adm	430 000 535 Sewer Fund (de	201.48	ArcGIS Desktop Maintenance	
	542 30 31 01	Office Supplies - Street Re	101 000 542 City Street Fun	201.48	ArcGIS Desktop Maintenance	
	558 60 31 00	Office & Oper Sup-Plan	001 000 558 General Fund	201.49	ArcGIS Desktop Maintenance	

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18720	02/26/2019	02/26/2019	3649	Flo Hawks Plumbing & Septic	1,765.29	Contra Costa Liftstation Repair And Wet Well Cleaning
	535 50 48 00 Rep & Maint - Sewer Main		430 000 535 Sewer Fund (de	1,765.29	Contra Costa L/S Repair & Wet Well Cleaning	
18714	02/26/2019	02/26/2019	3668	Gray Lumber Company Inc	132.06	Pothole Patch Mix (6 Bags)
	542 30 31 02 Oper Supplies - Street Reg		101 000 542 City Street Fun	132.06	Pothole Patch Mix (6 Bags)	
18687	02/26/2019	02/26/2019	7032	Gutter Maintenance Services	219.80	Gutter Repair - Public Works Building
	518 30 48 03 Rep & Maint - PW		001 000 518 General Fund	219.80	Gutter Repair - PW	
18697	02/26/2019	02/26/2019	3692	Home Depot Credit Services	72.47	Ice Melt (6 Bags)
	518 30 31 04 Oper Sup/CH		001 000 518 General Fund	72.47	Ice Melt (6 Bags)	
18655	02/26/2019	02/26/2019	7775	Kelley, Jordan	78.64	07-00054.2 - 117 BIRCH ST
	343 10 00 00 Storm Drain Fees & Charge		415 000 340 Storm Drain	-17.54		
	343 40 00 00 Sale Of Water		425 000 340 Water Fund (de	-18.59		
	343 50 00 00 Sewer Revenues		430 000 340 Sewer Fund (de	-42.51		
18682	02/26/2019	02/26/2019	8404	Linda Kaye Briggs	4,550.05	P#55 Strategy Development (27.92 Hrs) Jan 2019
	594 76 62 00 Buildings & Structures - Pa		001 000 576 General Fund	4,550.05	P#55 Strategy Development (27.92 Hrs) 01/2019	
18694	02/26/2019	02/26/2019	3791	Lowe's Company-#338954	26.09	Lumber And Screws
	576 80 31 02 Oper Supplies - Parks		001 000 576 General Fund	26.09	Lumber & Screws	
18681	02/26/2019	02/26/2019	7635	Nappi, Jessica	25.00	Gym Fees Reimbursement - J. Nappi (Feb)
	513 10 20 00 Personnel Benefits		001 000 513 General Fund	16.75	Gym Fees - J. Nappi 02/2019	
	518 11 20 00 Personnel Benefits - Person		001 000 518 General Fund	8.25	Gym Fees - J. Nappi 02/2019	
18703	02/26/2019	02/26/2019	8389	Northwest Translation Service	151.32	Russian Interpreting (2 Hrs Plus Mileage)
	512 50 41 03 Prof Svcs - Interpreter		001 000 512 General Fund	151.32	Russian Interpreting (2 Hrs Plus Mileage)	
18671	02/26/2019	02/26/2019	3957	PC Budget & Finance	524.32	4th Quarter 2018 Liquor Tax
	566 66 49 00 Substance Abuse Fee		001 000 566 General Fund	524.32	4th Quarter 2018 Liquor Tax	
18680	02/26/2019	02/26/2019	3957	PC Budget & Finance	1,785.88	January 2019 Radio Testing (13 Units)
	521 22 48 00 Rep & Maint - Police		001 000 521 General Fund	1,785.88	January 2019 Radio Testing (13 Units)	
18700	02/26/2019	02/26/2019	3957	PC Budget & Finance	690.05	January 2019 Printing (Envelopes)
	518 10 34 02 Central Office Printing		001 000 518 General Fund	690.05	Envelopes	

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18708	02/26/2019	02/26/2019	3957	PC Budget & Finance	5,703.50 2019 Emergency Management Services
	525 60 51 00	Emergency Mgmt Dues	001 000 525	General Fund	5,703.50 2019 EMS Dues
Total PC Budget & Finance				8,703.75	
18715	02/26/2019	02/26/2019	3961	PCRCD, LLC dba LRI-HV	722.60 Street Sweeping Dump Fees January 2019
	531 50 47 01	Dumping Fees - Storm	415 000 531	Storm Drain	722.60 Street Sweeping Dump Fees 01/2019
18722	02/26/2019	02/26/2019	5210	Perry, Kristi E	35.18 Gym Fees Reimbursement - K. Perry (Jan - Feb)
	512 50 20 00	Personnel Benefits-Court	001 000 512	General Fund	35.18 Gym Fees 01/2019 - 02/2019 - K. Perry
18724	02/26/2019	02/26/2019	3955	Petrocard Systems Inc	843.46 Gas / Fuel February 2019
	548 65 31 12	Street Gas	501 000 548	Equipment Ren	548.34 Gas / Fuel 02/2019
	548 65 31 13	Storm Gas	501 000 548	Equipment Ren	2.77 Gas / Fuel 02/2019
	548 65 31 14	Wtr/Swr Gas	501 000 548	Equipment Ren	292.35 Gas / Fuel 02/2019
18667	02/26/2019	02/26/2019	8429	Positive Promotions, Inc.	35.45 Wellness Brochures
	517 90 31 01	Health Program - Supplies	001 000 517	General Fund	35.45 Wellness Brochures
18686	02/26/2019	02/26/2019	8391	Rainier Roof Restoration, Inc.	1,373.75 Roof And Gutter Cleaning - Public Works Bldg
	518 30 48 03	Rep & Maint - PW	001 000 518	General Fund	1,373.75 Roof & Gutter Cleaning - PW
18704	02/26/2019	02/26/2019	4004	Reserve Account	2,000.00 #15690704 Meter Refill February 2019
	518 10 42 01	Postage - Non-Dept	001 000 518	General Fund	2,000.00 #15690704 Meter Refill 02/2019
18662	02/26/2019	02/26/2019	1752	Retzloff, Brian J.	59.00 Library Reimbursement 1 Year
	572 21 49 00	Library Services	001 000 572	General Fund	59.00 Library Reimbursement 1 Year
18721	02/26/2019	02/26/2019	8334	Rosemount Inc	1,575.91 PH Probes To Monitor Wells (4)
	534 80 41 00	Water Testing	425 000 534	Water Fund (de	1,575.91 PH Probes To Monitor Wells (4)
18685	02/26/2019	02/26/2019	4035	Sarco Supply	89.57 Janitorial Supplies - Public Safety Building
	518 30 31 02	Oper Sup/PSB Bldg	001 000 518	General Fund	89.57 Janitorial Supplies - PSB
18688	02/26/2019	02/26/2019	4035	Sarco Supply	49.38 Janitorial Supplies - Rec
	518 30 31 01	Oper Sup/Rec Bldg	001 000 518	General Fund	49.38 Janitorial Supplies - Rec
18717	02/26/2019	02/26/2019	4035	Sarco Supply	68.58 Janitorial Supplies - Public Safety Building
	518 30 31 02	Oper Sup/PSB Bldg	001 000 518	General Fund	68.58 Janitorial Supplies - PSB

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Total Sarco Supply				207.53	
18702	02/26/2019	02/26/2019	6088	Sentinel Pest Control Inc	192.33 Pest Control - Public Works February 2019
531 50 48 00	Rep & Maint - Storm	415 000 531	Storm Drain	48.08	Pest Control - PW 02/2019
534 50 48 01	Rep & Maint - Water Main	425 000 534	Water Fund (de	48.08	Pest Control - PW 02/2019
535 50 48 00	Rep & Maint - Sewer Main	430 000 535	Sewer Fund (de	48.08	Pest Control - PW 02/2019
542 30 48 01	Rep & Maint - Street Main	101 000 542	City Street Fun	48.09	Pest Control - PW 02/2019
18660	02/15/2019	02/26/2019	7601	Simmonis, Lisa	30.66 03-02440.7 - 511 ALAMEDA AVE
343 10 00 00	Storm Drain Fees & Charge	415 000 340	Storm Drain	-6.84	
343 40 00 00	Sale Of Water	425 000 340	Water Fund (de	-7.24	
343 50 00 00	Sewer Revenues	430 000 340	Sewer Fund (de	-16.58	
18668	02/26/2019	02/26/2019	4084	Staples Business Advantage	406.68 Supplies - Central And Police
518 10 34 01	Central Office Supplies	001 000 518	General Fund	360.52	Central Supplies
521 22 31 00	Office & Oper Sup - Police	001 000 521	General Fund	46.16	Police Supplies
18669	02/26/2019	02/26/2019	4084	Staples Business Advantage	28.89 Central Supplies
518 10 34 01	Central Office Supplies	001 000 518	General Fund	28.89	Central Supplies
18691	02/26/2019	02/26/2019	4084	Staples Business Advantage	68.78 Court Supplies
512 50 31 00	Office & Oper Sup-Court	001 000 512	General Fund	68.78	Court Supplies
18701	02/26/2019	02/26/2019	4084	Staples Business Advantage	55.55 Passport Stamp
518 10 49 02	Notary	001 000 518	General Fund	55.55	Passport Stamp
Total Staples Business Advantage				559.90	
18676	02/26/2019	02/26/2019	4120	Tacoma Daily Index	527.66 Publishing January 2019
531 50 41 01	Advertising - Storm	415 000 531	Storm Drain	27.84	MRSC Rosters
534 10 41 01	Advertising - Water	425 000 534	Water Fund (de	27.85	MRSC Rosters
535 10 41 01	Advertising - Sewer	430 000 535	Sewer Fund (de	27.85	MRSC Rosters
542 30 41 01	Advertising - Street	101 000 542	City Street Fun	27.84	MRSC Rosters
576 80 41 01	Advertising - Parks	001 000 576	General Fund	27.84	MRSC Rosters
595 10 63 06	Project Eng - Alameda Reg	101 000 594	City Street Fun	388.44	P#57 Notice To Consultants - Alameda Grind/Overlay
18698	02/26/2019	02/26/2019	4120	Tacoma Daily Index	165.00 Notice Of Ordinance 1631 Passed, Public Hearing For Solid Waste Rate Adj.

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511 60 41 01	Advertising - Legislative	001 000 511	General Fund	165.00	Notice Of Ordinance 1631 Passed, Public Hearing For Solid Waste Rate Adj.
Total Tacoma Daily Index				692.66	
18696	02/26/2019	02/26/2019	4135	Tacoma Screw Products Inc	136.37 SAA# 1700 Misc. Repair Parts
576 80 31 02	Oper Supplies - Parks	001 000 576	General Fund	136.37	SAA# 1700 Misc. Repair Parts
18706	02/26/2019	02/26/2019	4172	Union 76 Royal	157.75 Gas Receipts Not Charged To Card (#62852D & #38484D)
548 65 31 12	Street Gas	501 000 548	Equipment Ren	157.75	Gas Receipts Not Charged To Card (#62852D & #38484D)
18705	02/26/2019	02/26/2019	4180	Utilities Underground	29.26 Locates January 2019
534 10 49 00	Miscellaneous - Water	425 000 534	Water Fund (de	14.63	Locates 01/2019
535 10 49 00	Miscellaneous - Sewer	430 000 535	Sewer Fund (de	14.63	Locates 01/2019
18663	02/26/2019	02/26/2019	1736	Van Dyke, Derek	59.00 Library Reimbursement 1 Year
572 21 49 00	Library Services	001 000 572	General Fund	59.00	Library Reimbursement 1 Year
18690	02/26/2019	02/26/2019	4188	Verizon Wireless LLC	440.13 Air Cards (11) - Police Laptops February 2019
521 22 42 00	Communication - Police	001 000 521	General Fund	440.13	Air Cards (11) - Police 02/2019
18677	02/26/2019	02/26/2019	339	Villamor, John	84.57 Spare Wiper Blades (Quantity 8)
548 65 48 08	O & M - Police	501 000 548	Equipment Ren	84.57	Spare Wiper Blades (Quantity 8)
18678	02/26/2019	02/26/2019	339	Villamor, John	11.83 De-Icer For Police Cars
548 65 48 08	O & M - Police	501 000 548	Equipment Ren	11.83	De-Icer For Police Cars
18679	02/26/2019	02/26/2019	339	Villamor, John	6.58 Windshield Cleaner For Police Cars
548 65 48 08	O & M - Police	501 000 548	Equipment Ren	6.58	Windshield Cleaner For Police Cars
Total Villamor, John				102.98	
18670	02/26/2019	02/26/2019	7040	Williams, Jesse	400.00 Entertainment For Daddy-Daughter Dance
573 90 49 01	Community Events	001 000 573	General Fund	400.00	Entertainment For Daddy-Daughter Dance
18695	02/26/2019	02/26/2019	4256	Winning Seasons	17.03 Youth Basketball Shirt
571 20 49 07	Youth Basketball/Youth Re	001 000 571	General Fund	17.03	Youth Basketball Shirt

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Vendor

Amount Memo

Report Total:

292,155.87

Fund

001 General Fund	274,902.51
101 City Street Fund	3,371.90
415 Storm Drain	1,405.04
425 Water Fund (department)	7,074.24
430 Sewer Fund (department)	4,241.35
501 Equipment Rental Fund	1,160.83

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 6:01 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 unexcused. Planning Commissioners Karen Patjens, Kathy L. McVay, Cameron McGinnis, Sarah Hamel, and Karissa Carpenter were present.

INTRODUCTIONS

Councilmember, planning commissioners, City Manager Pingel, Planning and Building Administrator Stahlnecker, and Planning Technician Westman introduced themselves and provided a brief background about themselves.

GREEN BUILDING CODES/SOLAR ENERGY

Nixon briefed the Council and Planning Commission on why he asked staff to bring green building codes to the joint meeting and what could be accomplished at the local level. Stahlnecker briefed the Council and Planning Commission on energy and solar codes, solar photovoltaics, being solar ready, environmental benefits, cost of panels, and experiences from local residents with solar panels. Stahlnecker requested feedback on if there was interest in pursuing green building codes, specifically solar power requirements for new residential and/or commercial and if there was interest in pursuing other green measures and/or policies. After a brief discussion on the benefits and challenges of putting policy in place now and whether the requirements on new construction would create a hardship on residents and utility revenues, there was a general consensus in providing public education, researching incentives the City could provide to residents to encourage green building and other ways to be environmentally mindful, researching ways the City could be more sustainable, having representatives from the pertinent industries brief the Council/Planning Commission, and making information available to residents of current County, State, and Federal incentives.

S. 19TH STREET/MILDRED STREET W PLANNING AREA

Stahlnecker provided updates on the S. 19th Street and Mildred Street W area “center” designation, providing updates on University Place Regional Growth Center and form-based code design guidelines, University Place Narrows Plaza, Tacoma Housing Authority, and County Center Opportunity. There was a brief discussion on population growth, potential developments, joint county wide center, traffic impacts, and transportation projects. Stahlnecker announced there would not a Planning Commission meeting during the first week of February.

ADJOURNMENT

Reynolds MOVED to adjourn the meeting at 7:33 P.M., seconded by Nixon. The Motion Carried (6-0).

Hunter T. George, Mayor

Jessica Nappi, City Clerk

CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

Mayor Hunter T. George called the regular meeting to order at 7:01 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.

PRESIDING OFFICER'S REPORT**A. Police Sergeant Promotion**

Police Chief briefed the Council on Police Officer Josh Miller's promotion to Police Sergeant, and Sergeant Miller's family pinned his badge. Sergeant Miller thanked the City and Council congratulated Sergeant Miller.

B. Community Center and Pool Project

City Manager Pingel stated the special election ballot measure explanatory statement was underway and being handled by the City Attorney and bond counsel. Pingel indicated staff was working with ARC Architects on obtaining the photovoltaics' return on investment and that information would be passed along to Council once obtained. At Viafore's request, Waltier briefed the Council on his tour of the Eastside Community Center and LEED certification rating system. There was a brief discussion on the certification, rating system, and cost, and Pingel indicated staff would do more research on the LEED certification.

C. Capital Campaign Update

Linda Kaye Briggs briefed the Council on the capital campaign efforts, stating fifteen interviews had been conducted to date for the development of the case statement. Briggs briefed the Council on the proposed recommendations from the interviews to the draft case statement and stated those recommendations would be incorporated into the case statement by the internal team in order to make the statement more comprehensive. Briggs indicated that the updated case statement would be sent to the Briggs Group for final edits for the development of a brochure, and that website content for an educational focus of the statement for the City website would be developed in March. Surina recommended changing "water leak" to "water loss." George indicated the City's grant writer was working on making the recommended changes to the case statement and that the updated case statement would then be shared with Council.

George requested to postpone New Business item D. Approval of Special Election Ballot Measure For and Against Committee Forms, and there was a brief discussion on the procedures to add this item to the February 19, 2019 Study Session and committee members' selection process.

CITIZEN COMMENTS FOR ITEMS NOT ON THE AGENDA

George invited public comment; none were provided.

COMMITTEE, COMMISSION, AND LIAISON REPORTS**A. Administration**

Reynolds indicated she had not met with the City Manager due to the snow.

B. Environment, Planning and Building

Wittner reported that passports services had resumed and would be handled through the Planning and Building Department.

C. Finance, IT, Facilities

Viafore reported that he and the Finance Director had had discussion on the financial status of the City and future revenue structure, and stated that the Finance Department was completing year end reports. Viafore stated that he planned on requesting the City to move a portion of ending fund balance into the cumulative reserves for emergency funds if the City was financially solvent. Surina inquired about the government shutdown impacts to local government; Viafore indicated there could be an impact on the City's passports from Homeland Security. Viafore stated he spoke with Chik-fil-A and they indicated they anticipated opening in September 2019.

D. Other Liaison Reports

George stated he went to a mayor's forum on affordable housing the prior week and stated they discussed options under state law, and he would share the documents with councilmembers via email.

CONSENT CALENDAR

George requested the City Manager read the Consent Calendar as follows: approval of Voucher No. 212524 through Voucher Check No. 212612 in the amount of \$506,194.17; approval of Payroll Check No. 13554 through Payroll Check No. 13558 in the amount of \$107,275.35; approval of Payroll Check No. 13559 through Payroll Check No. 13562 in the amount of \$9,150.29; approval of Payroll Check No. 13563 through Payroll Check No. 13569 in the amount of \$89,985.52; approval of the January 14, 2019 Council study session minutes; approval of the January 17, 2019 Council special meeting minutes; approval of the January 22, 2019 Council regular meeting minutes; and approval of the January 23, 2019 Council special meeting minutes; and setting a 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. **Reynolds MOVED to approve the Consent Calendar as read; seconded by Surina. The Motion Carried (7-0).**

PUBLIC HEARING**A. Proposed Solid Waste Adjustment**

George opened the public hearing at 7:32 P.M. Pingel briefed the Council on the proposed new solid waste rates due to the disposal fee adjustment and the annual CPI adjustment, stating the notice of public hearing was advertised in the January 29, 2019 Tacoma Daily Index. George invited councilmember comments; none were provided. George invited public testimony; Neil Holden from Westside Disposal commented on the recycling commodity surcharge request and City of Tacoma's recycling proposed actions. After a brief discussion on the recycling commodity industry and Westside Disposal's community efforts, George invited additional public testimony. Roger Gruener, Westside Disposal, commented on the recycling commodity industry and local government efforts. After a brief discussion on the contract terms between the City and Westside Disposal, George invited additional public testimony. Brian Rybolt, 1036 Daniel Drive, commented on granting Westside Disposal's recycling commodity surcharge request. Viafore commented the City's history with Westside Disposal and the

purpose of the public hearing. Holden commented on previous negotiations outside of the contract. After no additional comments, George closed the public hearing at 7:58 P.M.

UNFINISHED BUSINESS

There was none.

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

Waltier departed at 7:58 P.M. and returned at 7:59 P.M.

Pingel briefed the Council on the second reading of the proposed franchise agreement with MCImetro and stated a representative from MCImetro was present for questions. **Reynolds MOVED to adopt Ordinance No. 1632, 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; seconded by Nixon.** George invited Amy Ledvina, a contract with Verizon, briefed the Council on the process on proposed scope of work. George invited councilmember comment; Viafore commented on his concerns on the impacts to the City's right of ways and potential roadway deterioration exposure. Ledvina commented on the efforts in Seattle and meeting the City's requirements and satisfaction. Ledvina stated she would provide Council maps of the areas of work, and George recommended tabling the item until staff obtains this information and reviews it for a future Council meeting. **Reynolds MOVED to table Ordinance No. 1632; seconded by Waltier. The Motion Carried (7-0).**

B. Acceptance of Donations

Pingel briefed the Council on the proposed ordinance regulating the acceptance of donations to the City. **Reynolds MOVED to adopt Ordinance No. 1633, adding Chapter 3.50 to the Fircrest Municipal Code providing for the acceptance of donations; seconded by Wittner.** George invited councilmember comment; Surina inquired on the process of donation inquiries. Pingel stated the Capital Campaign consultant would help the City would help the City through this process. Viafore commented on a potential donor and how he communicated that information to the City Manager to follow up. George commented on his appreciated of the Council notification in the ordinance. George invited public comment; none were provided. **The Motion Carried (7-0).**

C. Humane Society Contract

Pingel briefed the Council on the proposed 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. **Wittner MOVED to adopt Resolution No. 1576, 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; seconded by Reynolds.** George invited councilmember comment; none were provided. George invited public comment; none were provided. **The Motion Carried (7-0).**

D. Approval of Special Election Ballot Measure For and Against Committee Forms

George indicated there would be no action on this item as this item was postponed to the February 19, 2019 Study Session.

CITY MANAGER COMMENTS**A. Earth Day Event**

Pingel commented on staff's approach to cosponsor the April 14, 2019 event. City Attorney Smith recommended requiring not waiving the rental fee due to the presence of a for-profit organization and recovering the costs associated with the facility usage. Waltier commented on his concerns regarding gifting of public funds and the precedent that would be set if the City waived the rental fees. George commented that MetroParks waives the rental fees in exchange for sponsorship exposure, and stated it was not a gifting of funds as it was a business exchange. Sydney Doherty, 507 Spring Street, organizer of the event, commented that it would not be a problem if the City did not waive the rental fee and that she had hoped the City would be a partner in this event. Viafore commented on his agreement with the City Attorney's recommendation and of the costs the City would incur on a day that the Parks and Recreation Department would be normally closed on. George requested a consensus on the event and whether to waive the fee; there appeared to be no objections for the event and to require a rental fee.

B. February 27th Steering Committee Meeting

Pingel requested to set the February 27, 2019 Steering Committee meeting a special meeting due to the anticipated presence of more than three councilmembers. **Reynolds MOVED to set a special meeting of the City Council on February 27, 2019 at 6:00 P.M. at the Roy H. Murphy Community Center, 555 Contra Costa Avenue, Fircrest, Washington for the Pool, Community Center, and Parks Steering Committee;** seconded by Waltier. George invited councilmember comment; none were provided. George invited public comment; none were provided. **The Motion Carried (7-0).**

C. Special Election Ballot Measure Explanatory Statement

Pingel indicated the explanatory statement was underway and being handled by the City Attorney and bond counsel.

Pingel recognized the Public Works crew and City staff for their snow removal efforts.

DEPARTMENT HEAD COMMENTS

- Chief Cheesman commented on an event on February 25, 2019 the Police Department was cohosting with Pierce County on Psychological First Aid Class at the City recreation center, and thanked the Public Works crew for their snow removal efforts. George inquired about incidents related to the snow; Cheesman commented on accidents and domestic violence incidents.
- Public Works Director Wakefield briefed the Council on the snow removal efforts and resources used, and recognized the Public Works crew for their efforts. Wakefield commented on a sewer line backup that occurred during the snowfall and the efforts the crew took to remedy it. Wakefield commented on researching alternative methods to read meters and working with the County to obtain more brine.
- Parks and Recreation Director Grover commented on the upcoming Daddy Daughter dance and recent meeting he had with ARC Architects.

COUNCILMEMBER COMMENTS

- Viafore commented on the staff's efforts while the City Manager was on leave.
- Reynolds provided no comments.
- Wittner thanked the audience for their attendance.
- Waltier thanked the audience for their attendance and commented on the Public Works crew snow removal efforts.
- Surina commented on his appreciation of the Community Event Specialist going door to door visiting businesses, and stated that there was a new martial arts studio in the mall. Surina commented on a recent ride-a-long he had and his appreciation of the crew's efforts.
- Nixon thanked the audience for their attendance.
- George thanked the crew for their efforts, congratulated the Sergeant for his promotion, and welcomed Pingel back from leave.

EXECUTIVE SESSION

At 8:45 P.M., George reported that Council would take a three minute recess and convene into Executive Session, not to exceed the hour of 9:18 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 9:09 P.M.

ADJOURNMENT

Reynolds MOVED to adjourn the meeting at 9:09 P.M., seconded by Waltier. The Motion Carried (7-0).

Hunter T. George, Mayor

Jessica Nappi, City Clerk



LIQUOR LICENSE RENEWAL

Applicant Information

Licensee Name:	Fircrest Golf Club
Establishment Name:	Fircrest Golf Club
Address:	1500 Regents Blvd
License Number:	351116
Request Received:	2/07/2019
Expiration Date:	5/31/2019

Department Comments

Finance

No concerns per Finance.

Planning and Building

This is a permitted use in the zone. No objections to the renewal.

Police

We have had no issues with the service of alcohol at the Fircrest Golf Club.

Colleen Corcoran

Director Signature

2/12/2019

Date

Angelie Stahlnecker

Director Signature

2/12/2019

Date

John Cheesman

Director Signature

2/12/2019

Date



LIQUOR LICENSE RENEWAL

Applicant Information

Licensee Name:	Liquor Provisions, LLC
Establishment Name:	Pint Defiance
Address:	2049 Mildred St W
License Number:	089097
Request Received:	2/07/2019
Expiration Date:	5/31/2019

Department Comments

Finance

No concerns per Finance.

Planning and Building

This is a permitted use in the zone. No objections to the renewal.

Police

We have had no issues of concern with the service of alcohol at Pint Defiance.

Colleen Corcoran

Director Signature

2/12/2019

Date

Angelie Stahlnecker

Director Signature

2/12/2019

Date

John Cheesman

Director Signature

2/12/2019

Date

OLD BUSINESS: MCImetro Franchise Agreement, 2nd Reading
ITEM 9A.

FROM: Scott Pingel, City Manager

RECOMMENDED MOTION: I move to adopt Ordinance No. 1632, 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.

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 and the second reading was held during the February 12, 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](#)
[MCImetro Fiber Densification Plan](#)

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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

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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 26th 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:

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

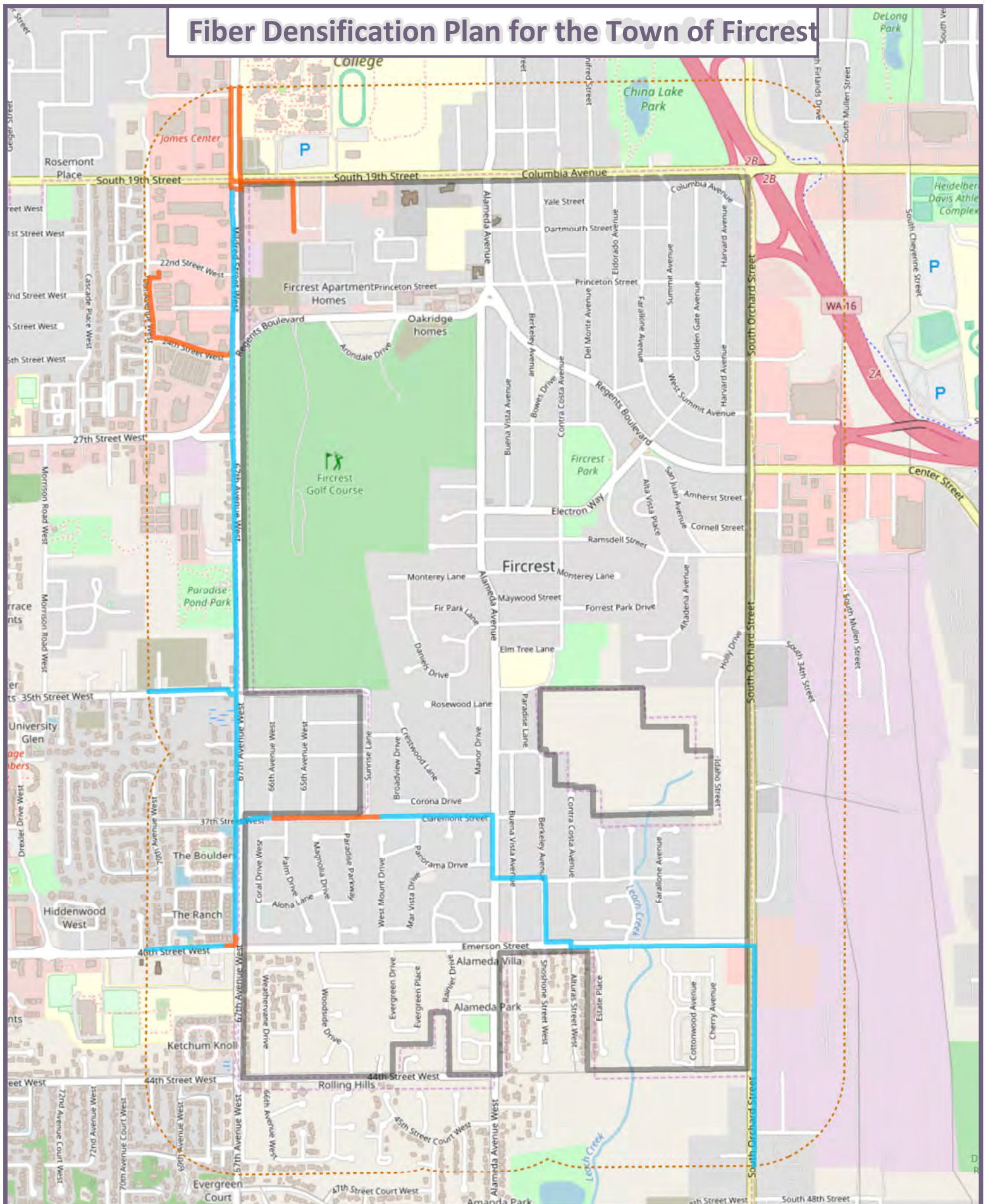
SCOPE OF WORK

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

Fiber Densification Plan for the Town of Fircrest



0 250 500 1,000 Feet



Aerial
Underground

Fircrest

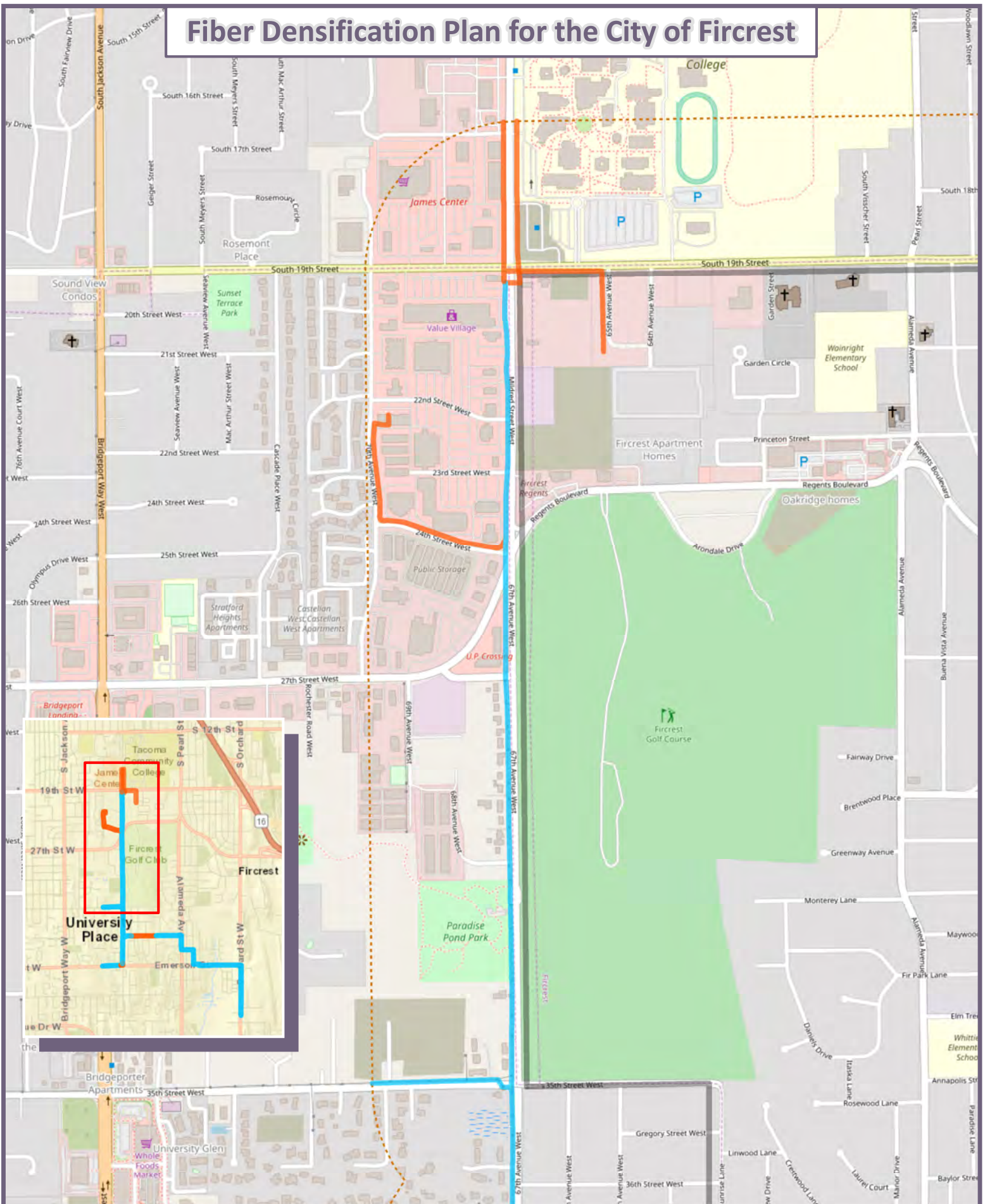
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FORESITE group

Fiber Densification Plan for the City of Fircrest



0 150 300 600 Feet



Aerial
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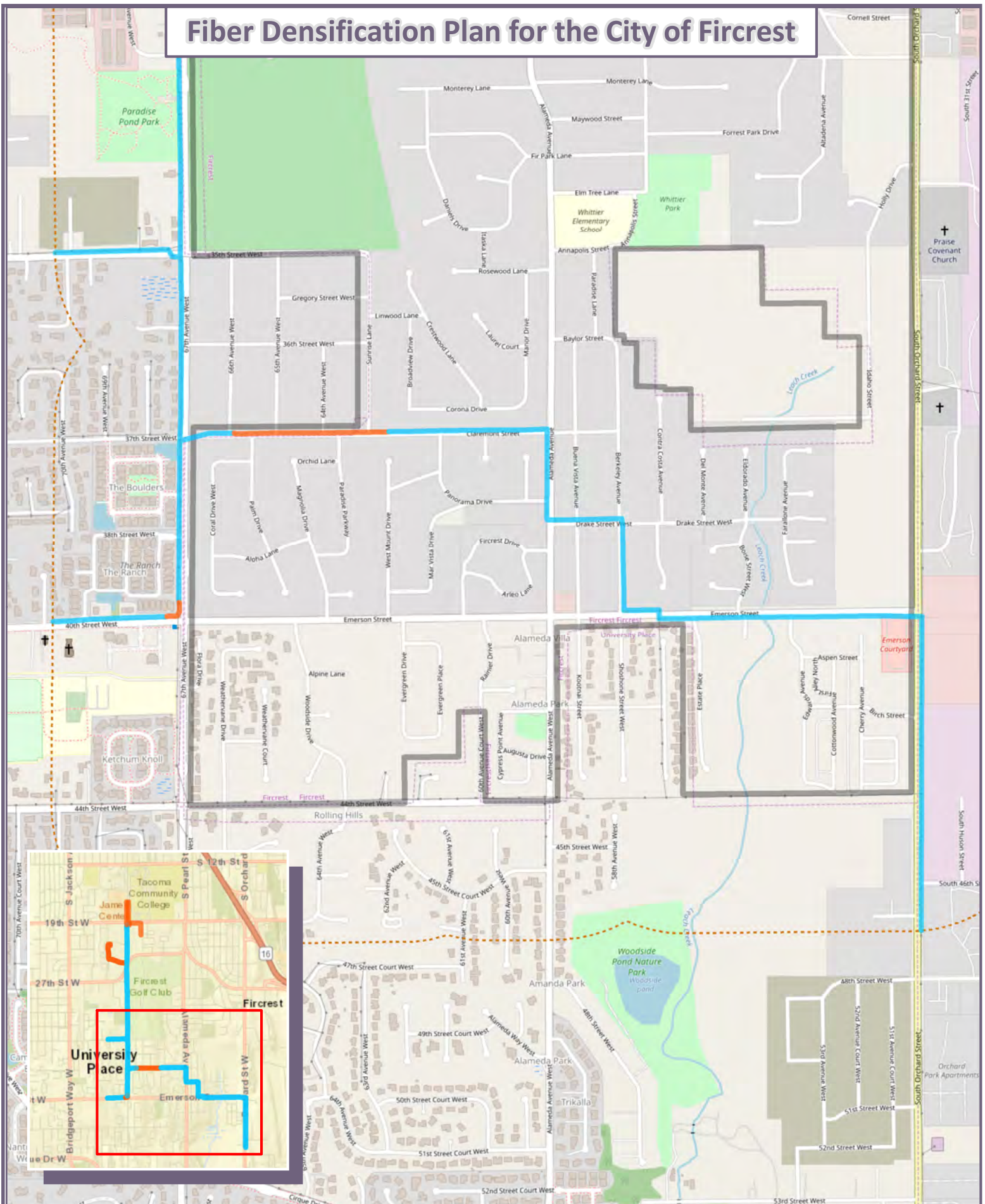
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MasTec

FORESITE group

Fiber Densification Plan for the City of Fircrest



0 150 300 600 Feet



Aerial
Underground

Fircrest

1000 ft Outside City-Limit

verizon

MasTec

FORESITE group

NEW BUSINESS: **City Manager Salary Adjustment**
ITEM 10A.

FROM: **Hunter T. George, Mayor**

RECOMMENDED MOTION: **I move to adjust the City Manager's salary to Step D per the current City Manager salary range effective January 1, 2019.**

PROPOSAL: The Council recently completed a thorough evaluation of the City Manager's performance during 2018. With passing marks in every category, the final step in the process is determining a salary adjustment. The City Manager is currently paid at slightly over the C step in the salary range. This proposal moves him to the next step.

FISCAL IMPACT: This step was budgeted for in the 2019 budget, so there is no budget impact for this action.

ADVANTAGES: This action rewards the City Manager for performing well similar to other employees of the City.

DISADVANTAGES: None.

ALTERNATIVES: Not adjusting the City Manager's salary.

HISTORY: This salary adjustment was accounted for in the 2019 budget. The City Manager began working for the City December 4, 2017. This was the first annual performance review of City Manager Scott Pingel. Due to timing challenges, all parties agreed to the delayed annual performance review.

NEW BUSINESS: **Proposed Solid Waste Rate Adjustment**
ITEM 10B.

FROM: **Scott Pingel, City Manager**

RECOMMENDED MOTION: I move to adopt Ordinance No.____, amending Ordinance No. 1613 and Fircrest Municipal Code 6.08.130 relating to the schedule of rates and charges for solid waste collection.

PROPOSAL: The Council is being asked to approve the proposed ordinance setting 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. A public hearing was held on February 12, 2019 to accept public comment on the proposed new 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: [Ordinance](#)
[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](#)

**CITY OF FIRCREST
ORDINANCE NO. ____**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AMENDING SECTION 1 OF
ORDINANCE NO. 1613 AND FMC 6.08.130 RELATING TO THE
SCHEDULE OF RATES AND CHARGES FOR SOLID WASTE
COLLECTION.**

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

Section 1. Section 1 of Ordinance No. 1613 and Chapter 6.08.130 FMC are hereby amended to read as follows:

6.08.130 Schedule of rates and charges.

Charges shall be made in accordance with the following schedule, which is adopted as the schedule of rates and charges for solid waste collection, as billed on a monthly basis for weekly, or as otherwise specified, pickup. Rates are shown below both with and without taxes. Taxes shall be listed separately on billing statement and shall be applied to all rates. It shall be understood that the rates without taxes shall be shown on billing statement and that some rounding may occur when taxes are added.

Garbage, Recycling and Yard Waste Collection

<u>Type of Service</u>	<u>Pickup Frequency</u>	<u>MONTHLY RATE</u>	
		<u>with/Taxes</u>	<u>without/Taxes</u>
1 – 12 gal. garbage toter, curb	Weekly	\$19.60	\$17.49
1 – 24 gal. garbage toter, curb	Every-other week	\$18.23	\$16.26
1 – 24 gal. garbage toter, curb	Weekly	\$28.70	\$25.61
1 – 48 gal. garbage toter, curb	Every-other week	\$26.46	\$23.60
1 – 48 gal. garbage toter, curb	Weekly	\$39.87	\$35.57
1 – 64 gal. garbage toter, curb	Every-other week	\$33.05	\$29.48
1 – 64 gal. garbage toter, curb	Weekly	\$46.71	\$41.67
1 – 96 gal. garbage toter, curb	Weekly	\$61.21	\$54.61

Off curb Garbage Toter Service (add to toter curb rate above, per toter)

Up to 50' off curb	\$9.05	\$8.07
Up to 100' off curb	\$12.90	\$11.51
Over 100' off curb	\$18.07	\$16.12

Occasional Extra Garbage Tags, per item, per pickup	\$8.52	\$7.60
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1 – 64 or 96 gallon yardwaste toter	\$4.89	\$4.36
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1	Customer stop and restart service fee	\$14.73	\$13.14
2	Toter redelivery fee	\$14.73	\$13.14
3	Return trip/overweight toter, per pickup	\$14.73	\$13.14
4		<u>With/Taxes</u>	<u>Without/Taxes</u>
5	<u>Special pickups (requiring a special trip), per pickup</u>		
6	12 gal. garbage toter	\$16.87	\$15.05
7	24 gal. garbage toter	\$19.06	\$17.01
8	48 gal. garbage toter	\$22.54	\$20.11
9	64 gal. garbage toter	\$28.31	\$25.26
10	96 gal. garbage toter	\$36.75	\$32.78
11	64 or 96 gal. yard waste toter	\$17.65	\$15.74
12	<u>Extra on-route, off-week pickups (not requiring a special trip), per pickup</u> (applies only to every-other week garbage customers)		
13	24 gal. garbage toter	\$5.52	\$4.93
14	48 gal. garbage toter	\$10.40	\$9.28
15	64 gal. garbage toter	\$13.74	\$12.26
16	<u>Commercial Container Service</u>		
17	Monthly charges for regular weekly service – multiply rate times number of pickups per week (limited to 5 pickups per week)		
18	1 cubic yard	\$117.29	\$104.63
19	1.5 cubic yard	\$157.34	\$140.36
20	2 cubic yard	\$195.62	\$174.51
21	3 cubic yard	\$295.20	\$263.33
22	4 cubic yard	\$364.53	\$325.18
23	6 cubic yard	\$548.37	\$489.18
24	<u>Special, Occasional, Return Trip or Overweight Pickups, per pickup</u>		
25	1 cubic yard	\$35.18	\$31.38
26	1.5 cubic yard	\$45.11	\$40.24
27	2 cubic yard	\$55.25	\$49.28
28	3 cubic yard	\$75.79	\$67.61
29	4 cubic yard	\$95.71	\$85.38
30	6 cubic yard	\$134.66	\$120.12
	<u>Multi-family recycling charge, per unit</u> (charged on all multi-family units)	\$6.54	\$5.83

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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 2017	Aug 2018	Sep 2018	Aug 2018	Sep 2018
U. S. City Average.....	246.819	252.146	252.439	2.7	2.3	240.939	246.336	246.565	2.9	2.3
(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	248.550	257.318	258.246	4.1	3.9
(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	248.379	256.311	256.950	3.8	3.5
(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	253.578	262.699	263.373	4.2	3.9
(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	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 2017	Jun 2018	Aug 2018	Jun 2018	Aug 2018
San Francisco-Oakland-Hayward.....	275.893	286.062	287.664	3.9	4.3	269.827	280.219	281.536	4.0	4.3
(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	259.528	268.957	267.757	3.6	3.2
(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. The Portland CPI has been discontinued. Additional information on the geographic revision is available at www.bls.gov/regions/west/factsheet/2018cpiupdate.htm. For questions, please contact us at 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								
					Monthly	Less	Less	Monthly
			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)	\$ 7.60
Yard Waste Toter, 64 or 96 gal., per unit								
			\$ 4.78	\$ 0.11	\$ 4.89	\$ (0.37)	\$ (0.16)	\$ 4.36
Customer stop and restart fee:								
			\$ 14.39	\$ 0.34	\$ 14.73	\$ (1.12)	\$ (0.47)	\$ 13.14
Toter redelivery fee								
			\$ 14.39	\$ 0.34	\$ 14.73	\$ (1.12)	\$ (0.47)	\$ 13.14
Return trip charge:								
			\$ 14.39	\$ 0.34	\$ 14.73	\$ (1.12)	\$ (0.47)	\$ 13.14
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)	\$ 5.83
Rear load truck & driver								
			\$ 113.61	\$ 2.70	\$ 116.31	\$ (8.82)	\$ (3.74)	\$ 103.76
Each additional man:								
			\$ 48.88	\$ 1.16	\$ 50.04	\$ (3.79)	\$ (1.61)	\$ 44.64
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
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	- 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
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	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: Combined Communications Network
ITEM 10C.

FROM: Scott Pingel, City Manager

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute a System Access and Use Agreement between Pierce Transit-Pierce County Combined Communications Network and the City of Fircrest.

PROPOSAL: The CCN system is incorporated into the South Sound 911 system but owned by the Pierce Transit-Pierce County. The System Access and Use Agreement describes the access to approved mobile and portable radios and associated approved equipment to the CCN Single County-Wide Communication System. This is an essential system for the City's police department, and is heavily subsidized by South Sound 911.

FISCAL IMPACT: The assessment for use of the system for 2019 is \$7,938.

ADVANTAGE: The CCN systems have provided true interoperability with surrounding police and fire agencies. This translates into increased safety for our officers and more reliable services for our citizens.

DISADVANTAGES: None identified.

ALTERNATIVES: None identified.

HISTORY: Before South Sound 911, the City used Pierce County Radio Communication for communication infrastructure. As CCN is part of the South Sound 911 infrastructure, the City is able to use the system, and a large part of the cost is absorbed by South Sound 911.

ATTACHMENTS: [Resolution](#)
[Agreement](#)

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON AUTHORIZING THE CITY MANAGER
TO EXECUTE A SYSTEM ACCESS AND USE AGREEMENT
BETWEEN PIERCE TRANSIT-PIERCE COUNTY COMBINED
COMMUNICATIONS NETWORK AND THE CITY OF FIRCREST.**

WHEREAS, the City of Fircrest believes it to be in the best interest of our citizens to continue to contract with Pierce Transit-Pierce County for City and County radio coverage and communication infrastructure; and

WHEREAS, the City of Fircrest Police Department desires access to the Single County-Wide Communication System for public safety, first responder, and public service communications, and to use its approved mobile and portable radios and associated approved equipment. Now, Therefore,

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

Section 1. The City Manager is hereby authorized and directed to execute a System Access and Use Agreement between Pierce Transit-Pierce County Combined Communications Network and the City of Fircrest from January 1, 2019 through December 31, 2019.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 26th day of February 2019.

APPROVED:

Hunter T. George, Mayor

ATTEST:

Jessica Nappi, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

SYSTEM ACCESS AND USE AGREEMENT (SAA)

Between

**PIERCE TRANSIT-PIERCE COUNTY COMBINED COMMUNICATIONS NETWORK
(CCN)**

And

CITY OF FIRCREST POLICE DEPARTMENT

This System Access and Use Agreement ("Agreement") is made by and between the joint venture of Pierce Transit-Pierce County Combined Communications Network ("CCN") and "City of Fircrest Police Department" ("Subscriber Agency") for access by Subscriber Agency's approved mobile and portable radios and associated approved equipment to the CCN Single County-Wide Communication System ("SCWCS").

1. OVERVIEW

The SCWCS consists of, but is not limited to, the following Subsystems associated to the 700, 410 VHF, and UHF systems:

P25 Master Site	Microwave	Fiber
Networking	Radio Infrastructure	Recording
Key Management	Wireless Data	Spectrum Assets

2. RECITALS

- 2.1 Subscriber Agency desires to access the SCWCS for public safety, first responder, and public service communications, using its approved mobile and portable radios and associated approved equipment on a non-exclusive shared basis with CCN and other Subscribers of the SCWCS.
- 2.2 CCN desires to provide Subscriber Agency access to the SCWCS for such use under the terms and conditions provided herein.
- 2.3 Subscriber Agency agrees to compensate CCN for its share of access to and use of the SCWCS through payment of a Subscriber Agency Fee as provided herein.

3. AGREEMENT

In consideration of the mutual promises and covenants contained herein, to be kept, performed, and fulfilled by the Parties, and other good consideration, it is mutually agreed as follows:

4. CCN RESPONSIBILITIES

- 4.1 CCN represents that the SCWCS coverage reliability target area is designed to deliver a high Digital Audio Quality. CCN will maintain the SCWCS in accordance with current industry standards as established by manufacturer's certified design. Subscriber Agency acknowledges that coverage will vary from location to location because CCN cannot guarantee one hundred percent (100%) coverage.
- 4.2 CCN will provide, install, test, maintain, upgrade and replace the SCWCS, perform CCN's System Administrator responsibilities, and will take reasonable steps to meet the Original Equipment Manufacturer design, maintenance and security requirements. CCN will operate and administer the SCWCS in compliance with applicable FCC Rules.
- 4.3 CCN will provide to Subscriber Agency notice of any SCWCS planned upgrades, maintenance or enhancements. As a part of this notice, CCN will advise Subscriber Agency of potential SCWCS outages or impacts that will affect Subscriber Agency's access to and use of the SCWCS.

5. SUBSCRIBER AGENCY RESPONSIBILITIES

- 5.1 Subscriber Agency acknowledges and agrees that its access to and use of the SCWCS is on a non-exclusive, shared basis with other Subscriber Agencies of the SCWCS, including Pierce County Public Transportation Benefit Area Corporation ("Pierce Transit") and Pierce County (collectively, "CCN Parties" or "CCN"). Subscriber Agency agrees that it will operate its equipment so as not to cause undue interference with any other Subscriber Agency of the SCWCS.
- 5.2 Subscriber Agency shall perform its own communications coverage study to ensure that it is fully aware of the coverage within its operational area. Therefore, Subscriber Agency accepts the SCWCS coverage "as is".
- 5.3 Subscriber Agency shall assume responsibility for all Subscriber Agency employees, contractors, subcontractors and agents having access to and use of the SCWCS.
- 5.4 Subscriber Agency agrees that its access to and use of the SCWCS shall at all times comply with the rules and regulations of Part 90 of the Federal Communication Commission Rules and Regulations for public safety, first

responder, and public service Subscriber Agency communications, including but not limited to Part 90, Subpart R of the Rules of the FCC, 47 C.F.R. § 90.521, et seq.; Section 90.179 of the Rules of the FCC, 47 C.F.R. § 90.179 (shared use of radio stations); all other Rules of the FCC; all decisions and orders of the FCC applicable to the SCWCS and Subscriber Agency's access to and use thereof, including all FCC technical requirements applicable to its use of the system; and the Communications Act of 1934, as amended ("FCC Rules"). Subscriber Agency will immediately cease any operation that is contrary to the FCC Rules.

- 5.5 Subscriber Agency shall notify CCN of any FCC correspondence or inquiries on matters that relate to its access to or use of the SCWCS within five (5) business days of Subscriber Agency's receipt thereof.
- 5.6 Subscriber Agency shall notify the CCN Point of Contact individuals on Exhibit A, attached hereto and incorporated herein, within twenty-four (24) hours of any outages, malfunctions, errors or any other functional problems that impact Subscriber Agency's ability to communicate or operate its services using the SCWCS.
- 5.7 Subscriber Agency shall notify CCN Point of Contact individuals on Exhibit A within twenty-four (24) hours of the loss or theft of any subscriber units.
- 5.8 Subscriber Agency shall appoint and identify on Exhibit A a primary and secondary contact as the Subscriber Agency's Point of Contact individuals to serve as its liaison to CCN. These Point of Contact individuals shall be responsible for:
 - (a) Authorizing template modifications;
 - (b) Providing fleet mapping data for record-keeping purposes;
 - (c) Providing after hour emergency telephone numbers; and
 - (d) Attending Customer Advisory Committee and other meetings necessary for the safe and efficient operation of SCWCS.
- 5.9 Subscriber Agency assumes all costs and responsibilities for providing Subscriber Agency subscriber units (portables, mobiles, base stations, and consolettes) that access the SCWCS. Subscriber Agency may only use subscriber equipment that is compatible with and does not impact the capability and daily operations of the SCWCS and has been approved by CCN.
 - (a) Subscriber Agency is responsible for acquiring its own Subscriber equipment.
 - (b) Subscriber Agency is responsible for proper Preventive Maintenance ("PM") and repair of its equipment. Proper PM and repair will assure that Subscriber Agency's equipment is in optimal operating order and will not

have an adverse impact on the use of the SCWCS by other Subscriber Agencies.

6. SUBSCRIBER FEE

- 6.1 Subscriber Agency's SCWCS fee for 2019, which is based on an annual per unit cost of \$378, shall be as follows ("Subscriber Fee"):

Subscriber Count	Annual System Access Cost
21	\$7,938

- 6.2 This annual fee shall be paid on or before February 28, 2019, without setoff or deduction, based on Subscriber counts from 2018.

7. DURATION, CANCELLATION & TERMINATION

- 7.1 The term of this Agreement shall be one (1) year, from January 1, 2019 through December 31, 2019. This Agreement may be terminated by CCN or Subscriber Agency with ninety (90) days advance written notice.
- 7.2 If this Agreement is terminated for any reason, CCN will provide reasonable assistance, to the extent requested by Subscriber Agency, to facilitate the transfer of services to another system or provider.

8. INTERRUPTION OF SERVICE; FORCE MAJEURE

- 8.1 Except as provided in this Section 8.1, CCN shall not be liable to Subscriber Agency or any other person for any loss or damage, regardless of cause. CCN does not assume and shall have no liability under this Agreement for failure to provide, or delay in providing, service due directly or indirectly to causes beyond the control of CCN or its subcontractors, including but not limited to acts of God, governmental entities or public enemies, strikes or unusually severe weather conditions. In the event of any failure or delay attributable to the fault of CCN or its subcontractors, Subscriber Agency's sole remedy shall be limited to the pro rata portion of the Subscriber Fee during the time of such failure or delay. Notwithstanding any other provision contained in this Agreement, Subscriber Agency agrees that no pro rata reduction of the Subscriber Fee shall be made for a single failure or delay of forty-eight (48) hours or less.

9. LIMITATIONS OF LIABILITY; INDEMNIFICATION

- 9.1 In no event shall CCN's liability under, arising out of or relating to this Agreement exceed the amount paid by Subscribing Agency to CCN for access to and use of the SCWCS. In no event will CCN be liable for lost profits, loss of use, loss of data, cost of procurement of substitute services, or any other special, incidental, indirect or consequential damages, however caused, and on any theory

of liability, whether for breach of contract, tort (including negligence and strict liability) or otherwise.

- 9.2 Subscriber Agency acknowledges that the radio service of this Agreement uses radio channels to transmit voice and data communications and that the service may not be completely private. CCN shall not be liable to Subscriber Agency for any claims, losses, damages or costs which may result from lack of privacy on the SCWCS.
- 9.3 Subscriber Agency agrees to indemnify and save CCN harmless against claims for libel, slander, infringement or copyright from the material, in any form, transmitted over the SCWCS by Subscriber Agency or those using Subscriber Agency's equipment; against claims for infringement of patents arising from combining or using apparatus or systems of the Subscriber Agency with the facilities of CCN or any carrier; and against all other claims arising out of any act or omission of Subscriber Agency in connection with the facilities or service provided by CCN.
- 9.4 The Parties to this Agreement verify that they and their customers accept responsibility for any property damage, injury or death, caused by the acts or omissions of their respective employees acting within the scope of their employment under this Agreement to the fullest extent permitted by law. Signatories shall not be held personally liable for financial or any other obligations, clauses, or responsibilities regarding the SCWCS or its affects.
- 9.5 Subscriber Agency agrees to release, defend, indemnify and hold harmless CCN, its officers and employees, to the full extent permitted by law from and against any and all claims, damages, liabilities and expenses, including legal and attorney's fees, of any nature arising directly or indirectly out of this Agreement, the SCWCS or the services provided by CCN under this Agreement, including without limitation, claims for personal injury or wrongful death.

10. NOTICES

- 10.1 All notices given under this Agreement, except for emergency service requests, shall be in writing. All notices must be sent to CCN and Subscriber Agency POC at the addresses provided in Exhibit A.

11. MISCELLANEOUS

- 11.1 **Modification:** CCN, upon ninety (90) days advance written notice to Subscriber Agency, may modify this Agreement. Terms in this Agreement that are specific to a Subscriber Agency may be modified by a written amendment signed by both Parties.
- 11.2 **Governing Law:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington.

- 11.3 **Change of Law:** Subscriber Agency recognizes that applicable FCC Rules and other statutes, laws, ordinances, rules and regulations may change from time to time and that, accordingly, CCN in its sole discretion has the right without liability to modify this Agreement to comply with any such changes.
- 11.4 **Assignment:** This Agreement is for the Subscriber Agency and may not be assigned in whole or in part by Subscriber Agency to any other person or entity, without CCN's prior express consent, which shall not be unreasonably withheld. CCN reserves the right to assign this Agreement or subcontract any of its obligations hereunder.

12. Optional Upgrades, Repair, Maintenance and Installation

- 12.1 Maintenance, repair, upgrade and installation of radio communications subscriber equipment, upon notice from Subscriber Agency, will be supported through the Pierce County Radio Shop.

**COMBINED COMMUNICATIONS NETWORK
CONTRACT SIGNATURE PAGE**

Contract #

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 20____.

CITY OF FIRCREST:

Signature _____ Date _____

Title of Signatory

Name: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

COMBINED COMMUNICATIONS NETWORK:

Counsel	Date
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Approved:

CCN Board Chair	Date
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