

**FIRCREST CITY COUNCIL  
REGULAR MEETING  
AGENDA**

**TUESDAY, FEBRUARY 14, 2023  
7:00 P.M.**

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

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- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. PRESIDING OFFICER'S REPORT**
  - A. [Motion: Confirming Commission Koerger Reappointment](#)
  - B. [Motion: Authorizing the Interim City Manager to submit a Letter of Support to Pierce Transit](#)
  - C. 2023 Committees
- 5. CITY MANAGER COMMENTS**
  - A. [City Manager Salary Discussion](#)
- 6. DEPARTMENT HEAD COMMENTS**
- 7. COUNCILMEMBER COMMENTS**
- 8. PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA**
- 9. COMMITTEE, COMMISSION & LIAISON REPORTS**
  - A. Administration
  - B. Environmental, Planning, and Building
  - C. Finance, IT, Facilities
  - D. Other reports
- 10. CONSENT CALENDAR**
  - A. Approval of [vouchers](#)/payroll checks
  - B. Approval of Minutes: [January 24, 2023, Regular Meeting](#)  
[February 7, 2023, Joint Meeting](#)
- 11. PUBLIC HEARING**
  - A. [To receive comments on the proposed text amendments regarding stormwater compliance.](#)
- 12. UNFINISHED BUSINESS**
- 13. NEW BUSINESS**
  - A. [Ordinance: Garbage Service Rate Adjustment](#)
  - B. [Resolution: South Orchard St Overlay Transportation Improvement Board Agreement](#)
  - C. [Resolution: Authorizing the Cable Television Franchise Transfer](#)
- 14. CALL FOR FINAL COMMENTS**
- 15. EXECUTIVE SESSION**
- 16. ADJOURNMENT**

**Join the Zoom *Dial-in Information:* 1-253-215-8782 Webinar ID: 838 2218 0448 Password: 312044**

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**NEW BUSINESS: Motion to Reconfirm Civil Service Commissioner Appointment**

**ITEM:** 4A

**FROM:** Colleen Corcoran, Interim City Manager

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**RECOMMENDED MOTION:** I move to confirm the Interim City Manager's reappointment of Alexander J. Koerger to fulfill his term on the Fircrest Civil Service Commission ending on August 28, 2026.

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**PROPOSAL:** Council is being asked to confirm the Interim City Manager's reappointment of Alexander J. Koerger to fulfill his term on the Fircrest Civil Service Commission ending on August 28, 2026.

**HISTORY:** Fircrest's Civil Service Commission was created in 1968 in accordance with State provisions. The purpose was to establish, for Police Departments, a system of personnel administration based on merit principles and governing the appointment, promotion, transfer, layoff, removal discipline, and welfare of covered employees.

Commissioners serve without compensation, must be a United States Citizen, resident of Fircrest for at least three years immediately preceding appointment, and an elector of Pierce County. Commissioner Koerger has served on the Fircrest Civil Service Commission since 2009.

**ADVANTAGE:** This reappointment will bring the Civil Service Commission to full status.

**FISCAL IMPACT:** None.

**RECOMMENDATION:** Confirm the reappointment.



The Honorable Pete Buttigieg  
Secretary of Transportation  
US Department of Transportation  
1200 New Jersey Avenue,  
SE Washington, DC 20590

Dear Secretary Buttigieg:

I am writing on behalf of the City of Fircrest to express our strong support for Pierce Transit's request of \$25 million for the FY 2023 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program to fund its Maintenance and Operations Base Improvements (MOBI) Project. We understand that the requested federal assistance for the MOBI project will allow Pierce Transit to build and deliver public transit services which mirror its state-wide local transit counterparts in deploying its future Stream Bus Rapid Transit (BRT) network and allow the agency to advance the country's largest transit expansion program working in conjunction with its operational partner, Sound Transit. This project will benefit the City of Fircrest by expanding access and mobility opportunities throughout Pierce County and the broader Puget Sound.

Originally constructed in 1986, Pierce Transit's Maintenance and Operations Base has outdated features and a limited ability to support required repairs and routine maintenance. This project supports the agency's efforts to reach and maintain a state of good repair in its one maintenance facility. The outdated features pose safety hazards to employees. The maintenance facility expansion and rebuild are being designed with forward compatibility for planned and potential vehicle types, including bays that will accommodate new 60-foot articulated BRT buses and double-decker buses, operated under contract for Sound Transit.

Once completed, the new building will correct the current lack of ADA accessibility and provide new safety benefits for employees. This will result in a healthier work environment and more efficient maintenance operations at the facility. Having an efficient and adaptive support facility will allow Pierce Transit to realize the first BRT service in operations in Pierce County and support Pierce Transit's operation of Sound Transit regional express bus services, which are a component of the largest transit expansion in the country.

The project will benefit those who live and work throughout Pierce County and the South Sound region with enhanced mobility for all transit users, ensuring that our public transportation remains fully functional and up to date. The City of Fircrest supports this proposal, which will help advance our shared vision of a more inclusive and accessible. We would welcome this proposed federal investment that will deliver community benefits including greater incentives and opportunities for employment, affordable housing, and access for all.

Thank you for your attention to this grant proposal. I urge you to give their application full and fair consideration, following all applicable rules and regulations.

Respectfully,

Colleen Corcoran, Interim City Manager  
City of Fircrest, Washington

# MEMORANDUM

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*COLIN BAENZIGER & ASSOCIATES*

**TO:** Mayor and City Council  
Fircrest, WA

**FROM:** Lynelle Klein

**DATE:** February 8, 2023

**RE:** City Manager Salary Considerations

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## **Background**

As promised, attached is a recommendation of a salary range for your City Manager position. It is based on data from a 2022 salary study for communities in Pierce County with a similar population.

## **General Comments**

- 1) Generally speaking, the higher the salary range, the better the candidate pool will be. While we do get a few outstanding candidates with low ranges, we tend to see more as the range increases.
- 2) Most City Managers are not willing to take a reduction in pay to move to their next post. That said, the attractiveness of Fircrest might be a reason to do so.
- 3) People with City Manager experience, when seeking a position, are typically paid more than those who have not already proved themselves – that is, Department Heads, etc.
- 4) The former Manager, Scott Pingel made \$144,984 at the time of his departure and Interim Manager Corcoran is paid the equivalent. With the 2023 COLA increase of 9.5%, Ms. Corcoran's current salary is \$158,766. That amount is already budgeted and planned for.
- 5) Excluding Ms. Corcoran, the highest paid employee in the City, according to salary range, is the Police Chief. It is customary for the City Manager to make at least 5% to 10% than the next highest employee. With the 2023 COLA, the salary range for the Police Chief position is \$118,000 to 151,000 and the range for the city manager position is \$124,396 to 158,757 which is just over 5% higher at the top and bottom of the range.
- 6) Managers who are in the market will be looking at other opportunities, which pay the market rate.
- 7) Due to the attractiveness of the Pacific Northwest and the City of Fircrest, the cost of living is higher, and could be a factor if the Manager selected does not already live in the region.

**Analysis and Recommendation**

Below is the salary information for cities in Pierce County of a similar size and are the communities typically used by Fircrest in their comparisons. See Table 1.

| <b>Table I: City Manager Salaries – Cities in Pierce County that are similar in size and comparison to Fircrest</b> |                   |                             |                              |                             |
|---|-------------------|-----------------------------|------------------------------|-----------------------------|
| <b>City Name</b>  | <b>Population</b> | <b>Salary Range Minimum</b> | <b>Salary Range Midpoint</b> | <b>Salary Range Maximum</b> |
| Buckley   | 5,321             | 145,704                     | 161,752                      | 177,800                     |
| Steilacoom  | 6,721             | 153,600                     | 166,644                      | 179,688                     |
| Orting  | 8,965             | 135,824                     | 144,910                      | 153,996                     |
| DuPont  | 10,112            | 149,242                     | 155,633                      | 162,025                     |
| Yelm  | 10,707            | 139,646                     | 153,199                      | 166,752                     |
| Edgewood  | 12,665            | 140,916                     | 155,040                      | 169,164                     |
| <b>Average Salary Range</b>   |                   | <b>\$144,155</b>            | <b>\$156,196</b>             | <b>\$168,237</b>            |
| Source: 2022 City Manager/Administrator Compensation Study  |                   |                             |                              |                             |

We do not have the salary range for Sumner, so we did not include them in the above chart, but the salary for their City Manager in the 2022 compensation study was \$202,176 per year.

As you can see, the salary range runs from a low of \$135,824 to a high of \$179,688 and the average is \$144,322 to \$168,204. The midpoint average is \$156,196.

When determining salaries, we subtract 15% from the midpoint average to establish the bottom of the salary range and 15% is added to establish the top of the range. We also tend to round the data up a little in consideration of the fact that the data is now between six and twelve months old.

|                              | <b>Salary</b> | <b>Salary - 15%</b> | <b>Salary + 15%</b> |
|------------------------------|---------------|---------------------|---------------------|
| Midpoint average shown above | \$156,196     | \$132,767           | \$179,625           |

Based on the preceding data, and Fircrest’s current range as well as housing costs in the region, we recommend a salary range of \$145,000 to \$180,000 for your next City Manager. We realize that the bottom of the range is higher than the above chart, but that is due to the expected starting salary for the next Police Chief.

It should be noted that once the City establishes a salary range, it is not required to pay at the top of the range. Having a higher top of the range, however, will likely result in the City interviewing at least a few stronger candidates. It can then decide if it wants to pay for more for a candidate it considers stronger or hire, for example, an up and comer at the lower end of the range.

We look forward to your comments.



— POSITION AVAILABLE —

## CITY MANAGER

Apply by March 10, 2023

Brimming with Pacific Northwest charm, the City of Fircrest is known for its welcoming parks, popular festivals and recreation programs, peaceful neighborhoods, engaging Police Department, and charming small businesses. The City is renowned for being family friendly and for its seemingly slower pace of life even while squeezed between two much larger and busier cities (a feeling that is aided by Fircrest's speed trap reputation, which residents love). It's a very walkable community, which contributes to Fircrest's small-town sense of place.

Fircrest's 27-acre parks system sets it apart from other cities of similar size in the Evergreen State. The signature space is Fircrest Park, a 10-acre area that features a new community center and pool as well as ballfields, covered pavilion, and children's play structure. In 2019, 79% of voters approved a \$13 million park bond to replace the nearly 60-year-old pool and community center. The new Roy H. Murphy Community Center opened in 2022 and features a full-size gym as well as multi-purpose rooms and an outdoor plaza. The new Edwards Family Aquatic Center, which



opened in 2021, is an outdoor pool that operates during the summer season (often at capacity).

The Gene Goodwin Memorial Tot-Lot, designed to provide outdoor play opportunities for children ages 1 to 6, draws families from miles around because of its comfortable and safe environment. Whittier Park, adjacent to the elementary school, features a large sports field, tennis courts, a picnic pavilion and restroom. Other City parks feature a diverse wetland environment, a rhododendron garden, and the large tree that holds the holiday lights. Even the City's traffic islands are meticulously landscaped, to the delight of residents.

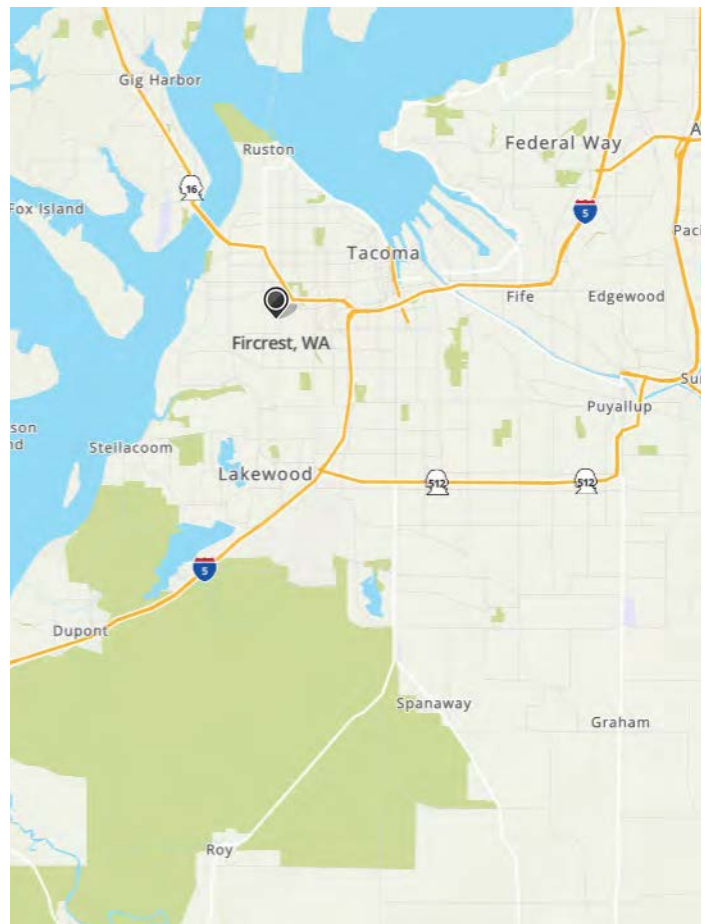
Another iconic presence in the community is the beautiful Fircrest Golf Club. Its tree-lined course was designed in the 1920s by Arthur Vernon Macan. Located on 165 acres, the private club is bordered by three arterial streets, so even residents who are not members enjoy the beauty of the green space.

Fircrest has been awarded 1st Place Nationwide in the National Night Out Town Watch Award on multiple occasions for its annual event that draws several thousand people. It has also received the Traffic Safety Excellence Award from Washington State and WellCity and Tree City designations.

The region has an abundance of entertainment options that appeal to a variety of interests. Next to Fircrest in Tacoma is Point Defiance Park, which offers more than 700 acres of woodland trails, gardens and waterfront views in addition to a zoo and aquarium. Other area attractions include the Museum of Glass, the LeMay - America's Car Museum, the Chihuly Bridge of Glass, the Tacoma Art Museum, the Washington State History Museum, the W.W. Seymour Botanical Conservatory, and the Children's Museum.

Bus service in Fircrest is provided by Pierce Transit along 22 stops. Sound Transit operates a regional commuter train to Seattle, with the South Tacoma station just a few miles east of Fircrest. National and international travel is accessible through Seattle Tacoma International Airport, located just 17 miles north. Fircrest's central location makes it easy to take day trips to Mount

Figure I: Location of Fircrest, WA



Rainier National Park, Olympic National Park, the Cascade Range, Mount St. Helens, the Pacific Coast, and the islands of Puget Sound.

Sports fans will be in heaven here. Fircrest is located in the shadow of Cheney Stadium—home to the Seattle Mariners AAA affiliate, the Tacoma Rainiers—and is just 4 miles from Chambers Bay Golf Course, a municipal course that hosted the 2015 U.S. Open and other USGA championships. Major league teams in the region include the Seattle Seahawks (football), Seattle Mariners (baseball), Seattle Sounders (soccer), Seattle Kraken (hockey), and Seattle Storm (basketball).

The housing market in Fircrest is very competitive. In December 2022, the median listing home price in Fircrest was \$625,000, trending up 16.3% year-over-year. Single-family homes make up a large portion of the market, though townhomes and apartments are also available. A single-family home with three bedrooms, two bathrooms, and approximately 2,000 square feet

Table I: Fircrest Demographics

| Distribution by Race |       | Distribution by Age         |       |
|----------------------|-------|-----------------------------|-------|
| White                | 72.9% | 0 to 14                     | 17.7% |
| Black                | 4.6%  | 15 to 24                    | 11.6% |
| Asian                | 8.0%  | 25 to 44                    | 26.5% |
| Native Americann     | 1.7%  | 45 to 64                    | 26.1% |
| Two or More Races    | 12.8% | 65 to 84                    | 15.4% |
| Total                | 100%  | Over 85                     | 2.7%  |
| Hispanic Ethnicity   | 5.6%  | Estimated Population: 7,215 |       |

| Educational Achievement (Over Age 25) |       |
|---------------------------------------|-------|
| High School or Higher                 | 94.9% |
| Bachelor's Degree or Higher           | 30.3% |

| Other Statistics                 |          |
|----------------------------------|----------|
| Median Age–Fircrest              | 42.0     |
| Median Age–U.S.                  | 38.8     |
| Median Household Income–Fircrest | \$90,854 |
| Median Household Income–U.S.     | \$69,021 |
| Poverty Rate                     | 5.6%     |

Source: U.S. Census Bureau

can be had for \$589,000. It is important to note that the City Manager is not required to live in the City, and there are excellent neighborhoods in neighboring University Place, Tacoma, and Lakewood.

Fircrest is primarily served by Tacoma Public Schools, and Whittier Elementary and Wainwright Intermediate School are both located within City limits. The southern end of Fircrest is served by the University Place School District. Many excellent private school options are also available.

For those seeking higher education, Tacoma Community College borders Fircrest’s north end. Aside from other technical and trade colleges, the region is well served by three 4-year institutions: the University of Washington Tacoma, the

University of Puget Sound, and Pacific Lutheran University. The flagship campus of the state’s university system, the University of Washington, is located 41 miles north in Seattle.

Setting the standard in community policing, Fircrest is a safe community. Its crime rates are 39% lower than average in Washington State, and violent crime is less than half of the national average. Officers are visible and connected in the community, which includes regular visits to the two schools in the city to give awards to outstanding students. Thanks to Fircrest’s small size, its officers are encouraged to be visible and to engage in positive interactions with residents.

Fircrest is a family-friendly community where residents are kind, helpful, and involved in the community. If you are an experienced Manager who wants to live in a small-town atmosphere with easy access to big-city amenities, we hope you’ll choose to look into Fircrest.

## HISTORY

In 1907, financiers from San Francisco (including Major Edward J. Bowes of the “Original Amateur Hour” fame) had a vision of a ‘residential park, an enchanting spot to enjoy life and raise a family.’ With that in mind, they purchased a parcel of land to the west of Tacoma and named the subdivision Regents Park. Their influence was reflected in the streets named after their California background and their value of higher education. With its curved, aesthetically designed streets, sidewalks, and sewers, Regents Park offered quiet living with a strong sense of community.

In September 1925, Regents Park and its 306 residents were incorporated as the Town of Fircrest in an effort to start anew and reenergize the community. Incorporation gave them the financial stability and control to repair and develop the infrastructure and services. Through the years, Fircrest changed its classification to City and continues to preserve its sense of community.

Today, Fircrest has lived up to the dream of a residential park. The City has a reputation of excellent quality of life, great recreational





facilities, and has set the standard for community oriented policing.

## DEMOGRAPHICS

See Table 1 on page 3 for more information.

## CLIMATE

Fircrest residents enjoy the Pacific Northwest's temperate climate where it rarely feels too hot or too cold. Summers are warm and dry; winters are cool, wet, and mostly cloudy. Over the course of the year, the temperature typically varies from 37° F to 77° F, rarely falling below 28° F or going above 87° F. Fircrest receives an average of 41 inches of annual rainfall. On average, Fircrest experiences 141 sunny days per year.

## GEOGRAPHY

The City is comprised of 1.58 square miles of land and sits at an elevation of 276 feet. Fircrest is one of the most centrally located and well-connected cities in Pierce County, with an entrance and exit to Highway 16 just a block from the city's border, giving residents quick access to Interstate 5. Downtown Tacoma is reachable in 15 minutes by car. Seattle is just 32 miles north, and the state capitol of Olympia is 31 miles south.

Fircrest is a residential oasis that shares two borders with the City of Tacoma (population 219,000) and two borders with the City of University Place (population 34,900). The city's landscape is dominated by the impressive sight of Mount Rainer, a 14,410-foot volcano that is accessible via a 2-hour drive. The iconic Puget Sound is a 10-minute drive to the west.

COMMERCE

Fircrest is primarily a residential community. It is part of a large metropolitan area that offers numerous employment opportunities in a variety of fields. The city itself hosts several small business districts that feature popular options for dining, shopping and services.

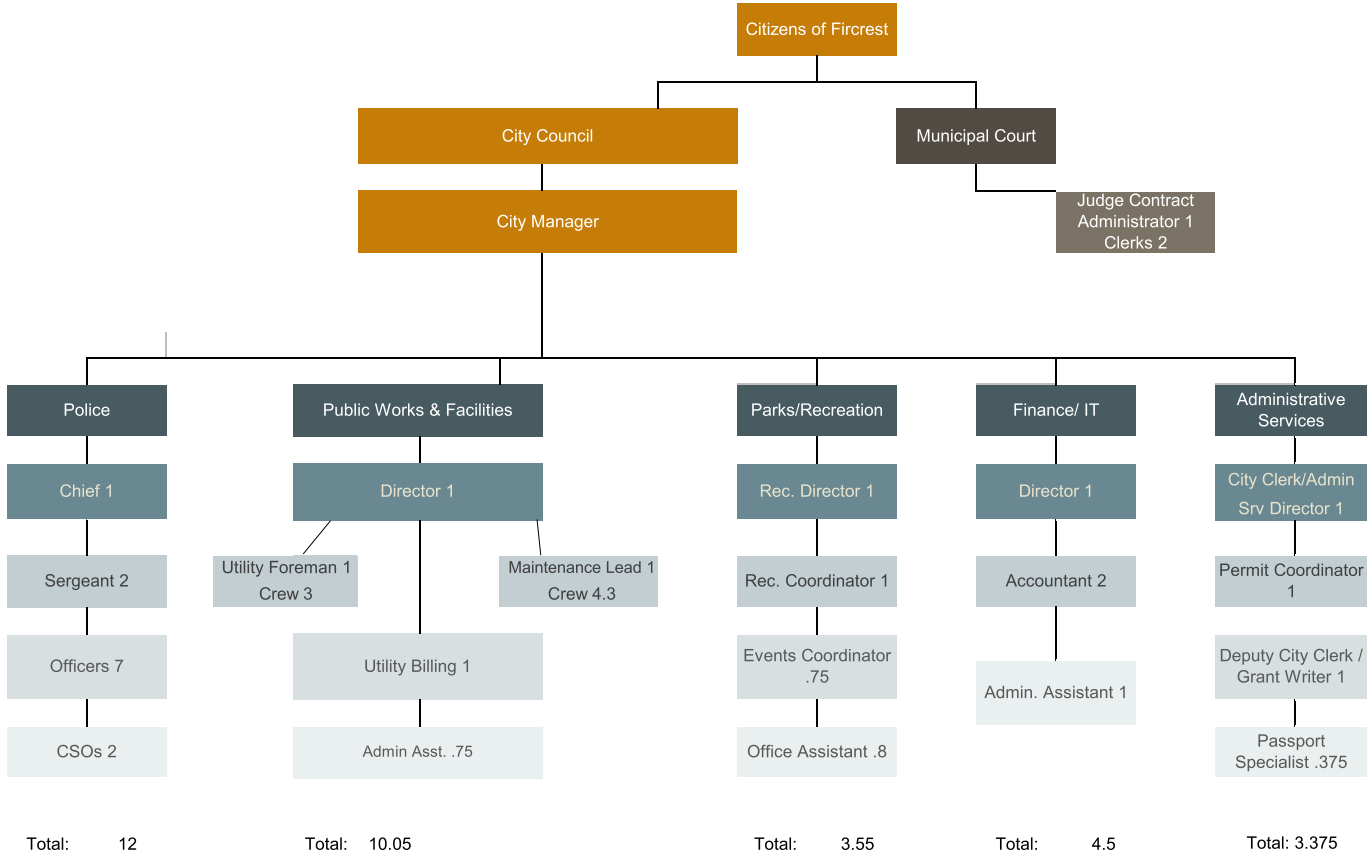
THE GOVERNMENT

The City of Fircrest has been a non-charter code city operating under a Council-Manager form of government since 1990. The Council is comprised of seven members, with councilmembers selecting the Mayor from among their ranks. Elections are staggered and occur every two years. The next election is later this year, and three seats will be on the ballot. One of these seats belongs to the Mayor, and he does not plan to run. The longest serving Councilmember has served eight terms, though not consecutively. (He served 6 terms, took a two-year break, and then ran again.) Four Councilmembers were elected between

2012 and 2020, and two members joined the Council in 2022. The Council hires the City Manager.

The City of Fircrest is comprised of seven departments and offices in four buildings all intent on providing its citizens with efficient, courteous, and professional services. These departments include: Administration / Personnel, Finance, Municipal Court, Parks & Recreation, Planning & Building, Police, and Public Works (water, sewer, stormwater, streets). The City has its own well-based water source and distribution system. The City operates a sewer collection system that discharges to the Tacoma sewage treatment plant. Current city contracts are with Tacoma Fire for fire and EMS services, Tacoma Power for electrical, Westside Disposal for garbage, CodePros for a Building Official, Kenyon Disend for their City Attorney, Gunderson Law for their prosecutor, and Summit Law for employment law.

Fircrest’s 2023 budget is \$32.7 million, with a General Fund budget of \$11.9 million. The City strives to maintain a 25% fund



balance in its General Fund. The City has 38 permanent employees augmented by seasonal employees. Fircrest has 2 bargaining units—the Police Guild and the Teamsters (Public Works)—and current contracts are in effect until 2025.

Fircrest has a liaison program where each member of the Council is partnered with a department head or the City Manager. They meet periodically so the Councilmembers can learn more about City operations. The partnership lasts for a calendar year, and then Councilmembers are assigned a new department liaison. Councilmembers share a liaison report at each Council meeting.

## THE CHALLENGES AND OPPORTUNITIES

Though Fircrest is a wonderful community, and is fiscally strong with healthy reserves, there are a few opportunities and challenges. The first will be working with the Council and staff to build a cohesive management team. The Police Chief is retiring in May after 40 years of service to Fircrest. This is a significant change for all Fircrest staff (and especially the Police Department) as well as for residents who have known him all their lives. The finalists for the Police Chief search will have been determined about the time the next City Manager is selected, and the first task may be to select and appoint Fircrest's next Police Chief.

Roles and responsibilities will need to be refined, relationships developed, and communication paths created. Part of this analysis will involve reviewing the Council-City Manager relationship and ensuring that all parties are operating within their scope. Communication paths may also need to be refined in the community as Fircrest residents feel very connected to its government in a way that is not seen in other communities. They often contact employees rather than the City Manager so communication amongst the staff is crucial.

The Council last set multi-year goals in 2018, and all of those goals were accomplished as of last year. Residents can now enjoy a beautiful and highly functional community center and swimming pool. The City has introduced an online system to register for events and activities, as well as online permitting,

among other advancements. While much has been done, a review of current policies, procedures, and practices to ensure the City is utilizing current technologies may help increase efficiency. The next Manager should encourage and support the Council in a strategic planning process to create new long-term goals for the community. The City could also benefit from an asset management plan.

Fircrest is a small, landlocked community with limited growth opportunities. Washington's Growth Management Act requires communities to have a working plan to accommodate future population increases. As an added challenge, the state has designated Fircrest as a high transit density community even though the planned light rail and bus rapid transit system have not yet been built in the community. In addition, there are growing pressures from State government and regional bodies on such issues as policing, criminal justice, and housing. Residents want to retain Fircrest's charming, small-town feel. Balancing the community's desire with state legislation will require finesse and good relationships with other communities.

An exciting opportunity, the second-largest piece of privately owned vacant land in Fircrest – at approximately 9 acres – is under contract to build a 4-building, 389-unit apartment complex and is nearing the approval stage. In addition, the City is preparing to work with the community to update the Whittier Park master plan, and Tacoma Public Schools is preparing to demolish and replace Whittier Elementary in a few years. The next Manager should plan to work with stakeholders to see these projects through to completion.

The community and the Council have experienced some division in recent years. The next Manager should be a consensus builder who can work with all parties to find reasonable solutions to issues in a way that is respectful and inclusive.

The City owns its water utility and has worked hard to keep the rates low, so operations are very lean. While they have replaced infrastructure as needed, there is always more than can be done or that needs to be updated. The next Manager should look for options, preferably through alternative funding sources.

## THE IDEAL CANDIDATE

The City Council is seeking an outstanding leader with a demonstrated track record of success. The ideal candidate will be a team player with a strong ability to facilitate relationships with the Council Members, City staff, the community and regional partners. The Manager will keep the Council informed on critical issues in a timely manner while being responsive to Council questions and requests. The individual will have excellent communication skills and will not become involved in the politics. The Manager will focus on counting to seven, not four, and ensure all the Council Members have the same information at the same time.

The elected officials all want what is best for the community. The task now is to build a cohesive Council/Manager/Staff team. The successful candidate will develop healthy working relationships with each member of Council and understand the need of balancing the complementary and sometimes competing interests of each member, to find common interests and secure cooperation. The next Manager will help the Council and staff define and understand their roles, and once that is done, remind everyone when they overstep their boundaries.

The ideal candidate will be someone who is intelligent, upbeat, friendly, outgoing, honest, organized, positive, ethical, and innovative—someone with a "can do" attitude and who is visionary yet practical. She/he will be resolute yet flexible, consistent, cheerfully persistent, high energy, and a leader— not a bureaucrat. The individual will have a healthy sense of impatience, always trying to find ways to accomplish tasks more efficiently and effectively.

Outstanding customer service is very important in Fircrest, and the Manager will be expected to lead the way. Doing that, while exhibiting integrity, will be a core principle and a way of life. The Manager will be approachable, and in the community, always listening and always looking for ways to make the government more responsive.

The ideal candidate will give assignments and set broad performance parameters, monitor progress, expect results and hold employees accountable. Fortunately, the staff is excellent, with a healthy mix of long-time employees who have historical context and new staff who bring fresh ideas. He/she will mentor that talent and be confident enough to then step back and let the staff member do his/her job. Staff should be comfortable bringing forth ideas knowing they will be carefully considered. The Manager should encourage growth and career advancement opportunities, even for department heads. He/she should understand the work/life balance and support employees.

Fircrest is a lean government, though very fiscally sound, so the best candidate will be someone who is very knowledgeable and comfortable in a number of roles. For example, the City isn't big enough to have a communications coordinator, so the Manager must be skilled at identifying external audiences, the best manner of communicating with them, and the content of the message. It is also not a government where the Manager sits behind a desk and directs traffic. Expect to be busy and to pitch in when necessary.

The position requires a bachelor's degree in business administration, public administration, public policy or related field plus experience as a City Manager, Assistant City Manager or Department Head in a local government organization. A minimum of five (5) years of experience managing and supervising employees is required. A master's degree in business, public administration or related field is preferred. A thorough understanding of municipal organizations and functions of City government is required and utility experience is a plus.

## COMPENSATION

The salary range is \_\_\_\_\_ to \_\_\_\_\_. The salary will depend on qualifications and experience. The City Manager is paid per contract. Benefits are excellent. The City Manager will be part of the Washington State Department of Retirement

System Public Employees Retirement System (PERS) plan. The City also has a 457 plan that is employee contribution only.

#### THE MOST RECENT CITY MANAGER

The former Manager was hired in 2017 and recently left for a similar position in a larger community.

#### RESIDENCY

The selected candidate is not required to live in the City limits. However, they should live close enough to be part of the community, attend community events, and be available for emergencies.

#### HOW TO APPLY

E-mail your cover letter and resume to [Recruit37@cb-asso.com](mailto:Recruit37@cb-asso.com) by March 10th. Faxed and mailed resumes will not be considered. Questions should be directed to Lynelle Klein at (970) 433-7189 or Colin Baenziger at (561) 707-3537.

#### INTERNAL CANDIDATES

We do not anticipate any internal candidates.

#### CONFIDENTIALITY

Candidate names will not be released without the Candidate's permission.

#### THE PROCESS

Applications will be screened between March 11th and April 3rd. Finalists will be selected on April 11th. A reception and interviews will be held on April 20th and 21st. A selection will be made shortly thereafter.

#### OTHER IMPORTANT INFORMATION

Fircrest is an Equal Opportunity Employer and strongly encourages women, minorities, and veterans to apply.

#### ADDITIONAL INFORMATION

For additional information about the city, visit:

[www.cityoffircrest.net](http://www.cityoffircrest.net)

[southsoundaffordablehousing.org/fircrest](http://southsoundaffordablehousing.org/fircrest)

[en.wikipedia.org/wiki/Fircrest,\\_Washington](http://en.wikipedia.org/wiki/Fircrest,_Washington)

# ACCOUNTS PAYABLE

City Of Fircrest

Time: 15:18:38 Date: 02/09/2023

As Of: 02/14/2023

Page: 1

| Accts<br>Pay # | Received     | Date Due                   | Vendor                       | Amount    | Memo  |
|----------------|--------------|----------------------------|------------------------------|-----------|---|
| 28853          | 02/02/2023   | 02/14/2023                 | 3705 Alpine Products Inc     | 182.33    | Speed Limit Signs (2)   |
|                | 542 30 31 02 | Oper Supplies - Street Reg | 101 000 542 City Street Fund | 182.33    | Speed Limit Signs (2)   |
| 28841          | 02/02/2023   | 02/14/2023                 | 7066 Apex Engineering        | 966.25    | 1345 Regents Utility Easement Project - Professional Svcs - Dec 2022                          |
|                | 531 50 41 00 | Prof Svcs - Storm          | 415 000 531 Storm Drain      | 322.08    | Professional Svcs - Dec 2022  |
|                | 534 10 41 00 | Prof Svcs - Water Admin    | 425 000 534 Water Fund (de   | 322.08    | Professional Svcs - Dec 2022  |
|                | 535 10 41 00 | Prof Svcs - Sewer Admin    | 430 000 535 Sewer Fund (de   | 322.09    | Professional Svcs - Dec 2022  |
| 28831          | 02/02/2023   | 02/14/2023                 | 9916 Aplan, Robert           | 225.04    | 06-02250.2 - 1592 ESTATE PLACE  |
|                | 343 40 00 00 | Sale Of Water              | 425 000 340 Water Fund (de   | -70.11    |   |
|                | 343 50 00 00 | Sewer Revenues             | 430 000 340 Sewer Fund (de   | -154.93   |   |
| 28836          | 02/02/2023   | 02/14/2023                 | 4141 Axon Enterprise         | 1,029.60  | (2) Body Cams, Dock Stations, Evidence.com Licenses, BWC, Tasers, Vehicle Signal/Router/Radar |
|                | 521 22 41 00 | Prof Svcs - Police         | 001 000 521 General Fund     | 1,029.60  | (2) Body Cams, Dock Stations, Evidence.com Licenses, BWC, Tasers, Vehicle Signal/Router/Radar |
| 28837          | 02/02/2023   | 02/14/2023                 | 4141 Axon Enterprise         | 18,705.58 | (9) Body Cams, Dock Stations, Evidence.com Licenses, BWC, Tasers, Vehicle Signal/Router/Radar |
|                | 521 22 41 00 | Prof Svcs - Police         | 001 000 521 General Fund     | 18,705.58 | (9) Body Cams, Dock Stations, Evidence.com Licenses, BWC, Tasers, Vehicle Signal/Router/Radar |
|                |              |                            | Total Axon Enterprise        | 19,735.18 |   |
| 28838          | 02/02/2023   | 02/14/2023                 | 4218 BHC Consultants LLC     | 3,280.32  | Inspection, Mileage & Calls 8/27/22-9/30/22 (rcv'd 1/23/23)                                   |
|                | 524 20 41 01 | Bldg Inspec/Plan Review    | 001 000 524 General Fund     | 3,280.32  | Inspection, Mileage & Calls 8/27/22-9/30/22 (rcv'd 1/23/23)                                   |
| 28839          | 02/02/2023   | 02/14/2023                 | 4218 BHC Consultants LLC     | 3,542.45  | Inspection, Mileage & Calls 07/30/22-08/26/22 (rcv'd 1/23/23)                                 |
|                | 524 20 41 01 | Bldg Inspec/Plan Review    | 001 000 524 General Fund     | 3,542.45  | Inspection, Mileage & Calls 07/30/22-08/26/22 (rcv'd 1/23/23)                                 |
|                |              |                            | Total BHC Consultants LLC    | 6,822.77  |   |

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| 28842          | 02/02/2023   | 02/14/2023                    | 10187 Bogue, Kathryn L              | 301.74     | 02-01220.0 - 234 CONTRA COSTA AVE  |
|                | 343 10 00 00 | Storm Drain Revenues          | 415 000 340 Storm Drain             | -75.96     |  |
|                | 343 40 00 00 | Sale Of Water                 | 425 000 340 Water Fund (de          | -81.71     |  |
|                | 343 50 00 00 | Sewer Revenues                | 430 000 340 Sewer Fund (de          | -144.07    |  |
| 28823          | 02/02/2023   | 02/14/2023                    | 4293 CDW Government Inc             | 596.90     | SAA #1866, 1867, 1868, 1869 - Computer Monitors<br>- C. Bunger & J. Dunbar |
|                | 514 23 35 00 | Small Tools & Equip - Finan   | 001 000 514 General Fund            | 281.67     | SAA #1868 & #1869 - J. Dunbar Monitors                                     |
|                | 518 81 35 00 | Small Tools & Equip - I/S     | 001 000 518 General Fund            | 315.23     | SAA # 1866 & #1867 - C. Bunger Monitors                                    |
| 28883          | 02/03/2023   | 02/14/2023                    | 6018 Canon Financial Services Inc   | 564.31     | Copier Rental - Jan 2023 - CH, Parks & Rec, Court,<br>PW                   |
|                | 512 50 45 00 | Oper Rentals - Copier - Cou   | 001 000 512 General Fund            | 141.08     | Court 01/2023  |
|                | 518 10 45 00 | Oper Rentals - Copier - Non   | 001 000 518 General Fund            | 141.08     | CH 01/2023   |
|                | 531 50 45 00 | Oper Rentals - Copier - Stor  | 415 000 531 Storm Drain             | 35.27      | PW 01/2023   |
|                | 534 10 45 02 | Oper Rentals - Copier - Wat   | 425 000 534 Water Fund (de          | 35.27      | PW 01/2023   |
|                | 535 10 45 00 | Oper Rentals - Copier - Sew   | 430 000 535 Sewer Fund (de          | 35.27      | PW 01/2023   |
|                | 542 30 45 00 | Oper Rentals - Copier - Stre  | 101 000 542 City Street Fund        | 35.28      | PW 01/2023   |
|                | 571 10 45 01 | Oper Rentals - Copier - Rec   | 001 000 571 General Fund            | 126.96     | P/R 01/2023  |
|                | 576 80 45 00 | Oper Rentals - Copier - Park  | 001 000 576 General Fund            | 14.10      | P/R 01/2023  |
| 28889          | 02/03/2023   | 02/14/2023                    | 6018 Canon Financial Services Inc   | 159.67     | Police Copier/Fax Rental Jan 2023  |
|                | 521 22 45 00 | Oper Rentals - Copier - Polic | 001 000 521 General Fund            | 159.67     | Police Copier/Fax Rental Jan 2023  |
|                |              |                               | Total Canon Financial Services Inc  | 723.98     |  |
| 28809          | 02/01/2023   | 02/14/2023                    | 4313 Chuckals Inc                   | 72.47      | Office Supplies - Finance  |
|                | 514 23 31 00 | Office & Oper Sup - Finance   | 001 000 514 General Fund            | 72.47      | Office Supplies - Finance  |
| 28881          | 02/03/2023   | 02/14/2023                    | 4325 City Treasurer-Tacoma-SEWER    | 381,809.76 | 4th Qtr 2022 - Sewer Treatment   |
|                | 535 60 44 02 | Sewage Treatment              | 430 000 535 Sewer Fund (de          | 381,809.76 | 4th Qtr 2022 - Sewer Treatment   |
| 28820          | 02/01/2023   | 02/14/2023                    | 6268 Cole-Parmer Instrument Company | 770.96     | Chemical Tester for Pool   |
|                | 576 20 35 00 | Small Tools & Equip - Pool    | 001 000 576 General Fund            | 770.96     | Chemical Tester for Pool   |
| 28771          | 01/23/2023   | 02/14/2023                    | 7918 Contreras, Alejandra           | 150.00     | Spanish Interpreting (2 hrs), 2A058439,<br>2A0662410, 2A0662411            |
|                | 512 50 41 03 | Prof Srvs - Interpreter       | 001 000 512 General Fund            | 150.00     | Spanish Interpreting (2 hrs), 2A058439, 2A0662410,<br>2A0662411            |

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| 28869          | 02/02/2023   | 02/14/2023 | 3573 Copiers Northwest Inc                                | 349.93    | Copier Usage 12/18/22-1/17/23 - CH, Ct, PW, P/R                            |
|                | 512 50 45 00 |            | Oper Rentals - Copier - Cou 001 000 512 General Fund      | 17.84     | Court 12/18/22-01/17/23  |
|                | 518 10 45 00 |            | Oper Rentals - Copier - Non 001 000 518 General Fund      | 151.81    | City Hall 12/18/22-01/17/23  |
|                | 531 50 45 00 |            | Oper Rentals - Copier - Stor 415 000 531 Storm Drain      | 25.51     | Storm 12/18/22-01/17/23  |
|                | 534 10 45 02 |            | Oper Rentals - Copier - Wat 425 000 534 Water Fund (de    | 25.51     | Water 12/18/22-01/17/23  |
|                | 535 10 45 00 |            | Oper Rentals - Copier - Sew 430 000 535 Sewer Fund (de    | 25.51     | Sewer 12/18/22-01/17/23  |
|                | 542 30 45 00 |            | Oper Rentals - Copier - Stre 101 000 542 City Street Fund | 25.51     | Street 12/18/22-01/17/23   |
|                | 571 10 45 01 |            | Oper Rentals - Copier - Rec 001 000 571 General Fund      | 70.41     | Rec 12/18/22-01/17/23  |
|                | 576 80 45 00 |            | Oper Rentals - Copier - Park 001 000 576 General Fund     | 7.83      | Parks 12/18/22-01/17/23  |
| 28859          | 02/02/2023   | 02/14/2023 | 3589 Databar Inc  | 580.55    | Town Topics - Separate Mailing - December 2022                             |
|                | 518 10 49 01 |            | Town Topics/Citizen Commu 001 000 518 General Fund        | 580.55    | Town Topics - Separate Mailing - December 2022                             |
| 28860          | 02/02/2023   | 02/14/2023 | 3589 Databar Inc  | 2,306.96  | Town Topics - Statement Production - Dec 2022, Postage, Town Topics Insert |
|                | 518 10 49 01 |            | Town Topics/Citizen Commu 001 000 518 General Fund        | 62.77     | December 2022 Town Topics Insert   |
|                | 531 50 42 01 |            | Postage - Storm 415 000 531 Storm Drain                   | 290.36    | December 2022 UB Postage   |
|                | 531 50 49 06 |            | Mailing Service - Storm 415 000 531 Storm Drain           | 457.70    | December 2022 UB Mailing Svc   |
|                | 534 10 42 01 |            | Postage - Water Admin 425 000 534 Water Fund (de          | 290.37    | December 2022 UB Postage   |
|                | 534 10 49 06 |            | Mailing Service - Water Adr 425 000 534 Water Fund (de    | 457.70    | December 2022 UB Mailing Svc   |
|                | 535 10 42 02 |            | Postage - Sewer Admin 430 000 535 Sewer Fund (de          | 290.36    | December 2022 UB Postage   |
|                | 535 10 49 05 |            | Mailing Service - Sewer Adr 430 000 535 Sewer Fund (de    | 457.70    | December 2022 UB Mailing Svc   |
| 28885          | 02/03/2023   | 02/14/2023 | 3589 Databar Inc  | 10,105.03 | 2023 Calendars Printing, Postage and Mailing                               |
|                | 531 50 31 03 |            | NPDES Public Outreach 415 000 531 Storm Drain             | 10,105.03 | 2023 Calendars Printing, Postage and Mailing                               |
|                |              |            | Total Databar Inc   | 12,992.54 |  |
| 28770          | 01/23/2023   | 02/14/2023 | 9303 Deal, Robert L.                                      | 681.83    | Police Background Checks (14 Hrs) & Mileage 12/30/22-1/15/23               |
|                | 521 22 41 00 |            | Prof Svcs - Police 001 000 521 General Fund               | 681.83    | Police Background Checks (14 Hrs) & Mileage 12/30/22-1/15/23               |
| 28856          | 02/02/2023   | 02/14/2023 | 3594 Dept Of Ecology                                      | 69,479.34 | Principal & Interest Loan Payment #L1100018 (BYSM)                         |
|                | 591 35 78 02 |            | Principal Loan Payment - Se 430 000 591 Sewer Fund (de    | 47,630.33 | Principal Loan Payment #L1100018 (BYSM)                                    |
|                | 592 35 83 01 |            | Interest Payment - Loan 430 000 591 Sewer Fund (de        | 21,849.01 | Interest Loan Payment #L1100018 (BYSM)                                     |



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| 28902          | 02/03/2023   | 02/14/2023                   | 3596 Dept Of Health                        | 3,523.60 | 2023 Operating Permit & Certification Fees                      |
|                | 534 10 49 01 | State Operating Permit       | 425 000 534 Water Fund (de                 | 3,523.60 | 2023 Operating Permit & Certification Fees                      |
| 28832          | 02/02/2023   | 02/14/2023                   | 9254 Doyle Printing Company                | 662.75   | 7,500 - #10 Window Envelopes                                    |
|                | 518 10 34 02 | Printing & Binding - Central | 001 000 518 General Fund                   | 662.75   | 7,500 - #10 Window Envelopes (5,000 plain, 2,500 security tint) |
| 28848          | 02/02/2023   | 02/14/2023                   | 4712 ESRI Inc                              | 1,117.60 | ArcGIS Software Maintenance 3/1/23-2/29/24                      |
|                | 531 50 31 02 | Oper Supplies - Storm        | 415 000 531 Storm Drain                    | 279.40   | ArcGIS Software Maintenance 3/1/23-2/29/24                      |
|                | 534 80 31 02 | Oper Supplies - Water Gen (  | 425 000 534 Water Fund (de                 | 279.40   | ArcGIS Software Maintenance 3/1/23-2/29/24                      |
|                | 535 80 31 00 | Oper Supplies - Sewer Gen (  | 430 000 535 Sewer Fund (de                 | 279.40   | ArcGIS Software Maintenance 3/1/23-2/29/24                      |
|                | 542 30 31 02 | Oper Supplies - Street Reg   | 101 000 542 City Street Fund               | 279.40   | ArcGIS Software Maintenance 3/1/23-2/29/24                      |
| 28851          | 02/02/2023   | 02/14/2023                   | 366 Employment Security Dept, UI Tax Admin | 4,466.50 | Benefit Charge - Q4/2022  |
|                | 517 78 20 00 | Unemployment Compensati      | 001 000 517 General Fund                   | 4,466.50 | Benefit Charge - Q4/2022  |
| 28843          | 02/02/2023   | 02/14/2023                   | 10231 Estate Of John McKewen               | 148.28   | 02-02230.7 - 727 DARTMOUTH ST                                   |
|                | 343 10 00 00 | Storm Drain Revenues         | 415 000 340 Storm Drain                    | -32.87   |   |
|                | 343 40 00 00 | Sale Of Water                | 425 000 340 Water Fund (de                 | -35.95   |   |
|                | 343 50 00 00 | Sewer Revenues               | 430 000 340 Sewer Fund (de                 | -79.46   |   |
| 28830          | 02/02/2023   | 02/14/2023                   | 10015 Estate of Ned Lowe                   | 70.66    | 03-02470.4 - 529 ALAMEDA AVE                                    |
|                | 343 10 00 00 | Storm Drain Revenues         | 415 000 340 Storm Drain                    | -15.66   |   |
|                | 343 40 00 00 | Sale Of Water                | 425 000 340 Water Fund (de                 | -17.14   |   |
|                | 343 50 00 00 | Sewer Revenues               | 430 000 340 Sewer Fund (de                 | -37.86   |   |
| 28876          | 02/03/2023   | 02/14/2023                   | 3638 Fircrest Golf Club                    | 1,346.61 | Land Rental for Water Tank on Golf Course Property - Feb 2023   |
|                | 534 10 45 01 | Land Rental - Water Tank     | 425 000 534 Water Fund (de                 | 1,346.61 | Land Rental for Water Tank on Golf Course Property - Feb 2023   |
| 28855          | 02/02/2023   | 02/14/2023                   | 10298 Foley, Meagan M.                     | 450.00   | Pro Temp Judge - 2/1-2/2/23 (6 hrs)                             |
|                | 512 50 41 02 | Prof Srvs - Pro Temp Judges  | 001 000 512 General Fund                   | 450.00   | Pro Temp Judge - 2/1-2/2/23 (6 hrs)                             |
| 28866          | 02/02/2023   | 02/14/2023                   | 9755 Freeby, Robert C                      | 675.00   | Pro Temp Judge - 1/18-1/19/23 (9 Hrs)                           |
|                | 512 50 41 02 | Prof Srvs - Pro Temp Judges  | 001 000 512 General Fund                   | 675.00   | Pro Temp Judge - 1/18-1/19/23 (9 Hrs)                           |
| 28914          | 02/06/2023   | 02/14/2023                   | 9338 Fuelman Fleet Program                 | 2,002.13 | Gas/Fuel Jan 2023   |
|                | 548 65 31 08 | Gas - Police                 | 501 000 548 Equipment Rent                 | 1,325.87 | Police 01/2023  |

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| 548 65 31 11                      | Gas - Parks/Rec               |            | 501 000 548 | 164.57                      | Parks 01/2023   |   |
| 548 65 31 12                      | Gas - Street                  |            | 501 000 548 | 150.12                      | Street 01/2023  |   |
| 548 65 31 14                      | Gas - Water/Sewer             |            | 501 000 548 | 361.57                      | W/S 01/2023   |   |
| 28852                             | 02/02/2023                    | 02/14/2023 | 8046        | Goncharova, Natalya         | 130.00  | Russian Interpreting (2 hrs) - 2A0602127  |
| 512 50 41 03                      | Prof Svcs - Interpreter       |            | 001 000 512 | 130.00                      | Russian Interpreting (2 hrs) - 2A0602127  |   |
| 28844                             | 02/02/2023                    | 02/14/2023 | 6774        | Greenleaf Landscaping 1 Inc | 549.99  | Pruned Tree at Summit Round About and Hauled Debris                               |
| 542 80 48 00                      | Street Tree Maintenance (co   |            | 101 000 542 | 549.99                      | Pruned Tree at Summit Round About and Hauled Debris                               |   |
| 28846                             | 02/02/2023                    | 02/14/2023 | 6774        | Greenleaf Landscaping 1 Inc | 914.38  | Pruned Crimson Sentry Maples at Emerson St Island and Hauled Debris               |
| 542 80 48 00                      | Street Tree Maintenance (co   |            | 101 000 542 | 914.38                      | Pruned Crimson Sentry Maples at Emerson St Island and Hauled Debris               |   |
| 28847                             | 02/02/2023                    | 02/14/2023 | 6774        | Greenleaf Landscaping 1 Inc | 563.19  | Pruned Chanticlear Pear Trees at Regents Blvd. & Alameda Island and Hauled Debris |
| 542 80 48 00                      | Street Tree Maintenance (co   |            | 101 000 542 | 563.19                      | Pruned Chanticlear Pear Trees at Regents Blvd. & Alameda Island and Hauled Debris |   |
| 28854                             | 02/02/2023                    | 02/14/2023 | 6774        | Greenleaf Landscaping 1 Inc | 9,557.03  | Pruned Kwanzan Trees along Regents Blvd. and Hauled Debris                        |
| 542 80 48 00                      | Street Tree Maintenance (co   |            | 101 000 542 | 9,557.03                    | Pruned Kwanzan Trees along Regents Blvd. and Hauled Debris                        |   |
| 28879                             | 02/03/2023                    | 02/14/2023 | 6774        | Greenleaf Landscaping 1 Inc | 5,281.45  | Monthly Landscape Service - Jan 2023  |
| 518 30 41 01                      | Contract Maintenance          |            | 001 000 518 | 3,961.09                    | Monthly Landscape Service - Jan 2023  |   |
| 542 80 49 03                      | Beautification Services (cont |            | 101 000 542 | 1,320.36                    | Monthly Landscape Service - Jan 2023  |   |
| Total Greenleaf Landscaping 1 Inc |                               |            |             | 16,866.04                   |   |   |
| 28821                             | 02/01/2023                    | 02/14/2023 | 10305       | Gunderson Law Office PLLC   | 12,000.00   | City of Fircrest - January 2023   |
| 515 41 41 03                      | City Prosecutor               |            | 001 000 515 | 12,000.00                   | City of Fircrest - January 2023   |   |
| 28759                             | 01/18/2023                    | 02/14/2023 | 10306       | H2O Analytics Corporation   | 5,700.00  | AMI Portal - Meter Usage, Data & Info   |
| 534 10 41 00                      | Prof Svcs - Water Admin       |            | 425 000 534 | 5,700.00                    | AMI Portal - Meter Usage, Data & Info   |   |

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| 28803          | 02/01/2023   | 02/14/2023                   | 132 Hess, Jody                   | 67.00    | Library Reimbursement - 1 Year                       |
|                | 572 21 49 00 | Library Services             | 001 000 572 General Fund         | 67.00    | Library Reimbursement - 1 Year                       |
| 28896          | 02/03/2023   | 02/14/2023                   | 10327 Hill, Rita                 | 35.00    | Registration Fee Refund - Healthy Eating on a Budget |
|                | 347 60 00 09 | Instructor Based Revenue     | 001 000 340 General Fund         | -35.00   | Registration Fee Refund - Healthy Eating on a Budget |
| 28805          | 02/01/2023   | 02/14/2023                   | 6927 Hollensbe, Heath            | 67.00    | Library Reimbursement - 1 Year                       |
|                | 572 21 49 00 | Library Services             | 001 000 572 General Fund         | 67.00    | Library Reimbursement - 1 Year                       |
| 28863          | 02/02/2023   | 02/14/2023                   | 3692 Home Depot Credit Services  | 571.22   | Tool Chest   |
|                | 531 50 35 00 | Small Tools & Equip - Storm  | 415 000 531 Storm Drain          | 142.81   | Tool Chest   |
|                | 534 80 35 00 | Small Tools & Equip - Water  | 425 000 534 Water Fund (de       | 142.80   | Tool Chest   |
|                | 535 80 35 00 | Small Tools & Equip - Sewer  | 430 000 535 Sewer Fund (de       | 142.80   | Tool Chest   |
|                | 542 30 35 00 | Small Tools & Equip - Street | 101 000 542 City Street Fund     | 142.81   | Tool Chest   |
| 28877          | 02/03/2023   | 02/14/2023                   | 3692 Home Depot Credit Services  | 77.97    | Cleaning Supplies for Rec                            |
|                | 518 30 31 01 | Oper Supplies - Rec Bldg     | 001 000 518 General Fund         | 77.97    | Cleaning Supplies for Rec                            |
|                |              |                              | Total Home Depot Credit Services | 649.19   |  |
| 28795          | 02/01/2023   | 02/14/2023                   | 9492 Horka, Erin                 | 216.30   | 02-00460.0 - 118 ELDORADO AVE                        |
|                | 343 10 00 00 | Storm Drain Revenues         | 415 000 340 Storm Drain          | -60.81   |  |
|                | 343 40 00 00 | Sale Of Water                | 425 000 340 Water Fund (de       | -61.60   |  |
|                | 343 50 00 00 | Sewer Revenues               | 430 000 340 Sewer Fund (de       | -93.89   |  |
| 28825          | 02/02/2023   | 02/14/2023                   | 4131 Humane Society - Tacoma     | 747.00   | February 2023 Boarding Contract                      |
|                | 554 30 41 00 | Animal Control               | 001 000 554 General Fund         | 747.00   | February 2023 Boarding Contract                      |
| 28826          | 02/02/2023   | 02/14/2023                   | 4131 Humane Society - Tacoma     | 747.00   | January 2023 Boarding Contract                       |
|                | 554 30 41 00 | Animal Control               | 001 000 554 General Fund         | 747.00   | January 2023 Boarding Contract                       |
|                |              |                              | Total Humane Society - Tacoma    | 1,494.00 |  |
| 28827          | 02/02/2023   | 02/14/2023                   | 5428 Jeff Boers                  | 1,380.00 | Land Use Consulting (12 Hrs) - January 2023          |
|                | 558 60 41 00 | Prof Svcs - Planning         | 001 000 558 General Fund         | 1,380.00 | Land Use Consulting (12 Hrs) - January 2023          |

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| 28849          | 02/02/2023                              | 02/14/2023 | 3751 KPG, PS                 | 3,246.00 | Task Order 2022-04 - SWAP & SWMP Development for 2023                               |
|                | 531 50 41 00 Prof Svcs - Storm          |            | 415 000 531 Storm Drain      | 3,246.00 | Task Order 2022-04 - SWAP & SWMP Development for 2023                               |
| 28873          | 02/02/2023                              | 02/14/2023 | 10205 Kiteley, Elizabeth Kay | 245.00   | Sumi Art - 9/1/22-10/30/22  |
|                | 571 20 49 06 Instructor Fees            |            | 001 000 571 General Fund     | 245.00   | Sumi Art - 9/1/22-10/30/22  |
| 28872          | 02/02/2023                              | 02/14/2023 | 10264 Larson, Shari          | 438.32   | Wednesday Gentle Yoga & Chair Yoga Classes (1/1/23-1/31/23)                         |
|                | 571 20 49 06 Instructor Fees            |            | 001 000 571 General Fund     | 438.32   | Wednesday Gentle Yoga & Chair Yoga Classes (1/1/23-1/31/23)                         |
| 28915          | 02/06/2023                              | 02/14/2023 | 3776 Lemay Mobile Shredding  | 36.80    | Shredding 01/2023 - PW  |
|                | 531 50 49 00 Miscellaneous - Storm      |            | 415 000 531 Storm Drain      | 12.26    | Shredding 01/2023 - PW  |
|                | 534 10 49 00 Miscellaneous - Water Admi |            | 425 000 534 Water Fund (de   | 12.27    | Shredding 01/2023 - PW  |
|                | 535 10 49 00 Miscellaneous - Sewer Admi |            | 430 000 535 Sewer Fund (de   | 12.27    | Shredding 01/2023 - PW  |
| 28918          | 02/07/2023                              | 02/14/2023 | 3776 Lemay Mobile Shredding  | 95.31    | Shredding 12/2022 - CH & Court  |
|                | 512 50 49 00 Miscellaneous - Court      |            | 001 000 512 General Fund     | 46.95    | Shredding 12/2022 - Court   |
|                | 514 23 49 00 Miscellaneous - Finance    |            | 001 000 514 General Fund     | 48.36    | Shredding 12/2022 - CH  |
|                |   |            | Total Lemay Mobile Shredding | 132.11   |   |
| 28892          | 02/03/2023                              | 02/14/2023 | 9861 Lexipol                 | 5,228.01 | Annual Law Enforcement Policy Manual & Daily Training Bulletins - 1/1/23 - 12/31/23 |
|                | 521 22 41 00 Prof Svcs - Police         |            | 001 000 521 General Fund     | 5,228.01 | Annual Law Enforcement Policy Manual & Daily Training Bulletins - 1/1/23 - 12/31/23 |
| 28829          | 02/02/2023                              | 02/14/2023 | 3791 Lowe's Company-#338954  | 35.58    | Wheelbarrow   |
|                | 518 30 31 03 Oper Supplies - PWF        |            | 001 000 518 General Fund     | 35.58    | Wheelbarrow   |
| 28904          | 02/03/2023                              | 02/14/2023 | 3791 Lowe's Company-#338954  | 33.07    | Supplies to Repair Street Sign on Entry Island (2022 expense)                       |
|                | 542 30 31 02 Oper Supplies - Street Reg |            | 101 000 542 City Street Fund | 33.07    | Supplies to Repair Street Sign on Entry Island (2022 expense)                       |
| 28905          | 02/03/2023                              | 02/14/2023 | 3791 Lowe's Company-#338954  | 85.87    | Parts to Repair Water Service Line (2022 expense)                                   |

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|--------------------------------------|------------------------------|------------|-------------------------------------|--------|---|
| 534 50 31 01                         | Oper Supplies - Water Main   |            | 425 000 534 Water Fund (de          | 17.77  | Parts to Repair Water Service Line (2022 expense)                   |
| 534 80 35 00                         | Small Tools & Equip - Water  |            | 425 000 534 Water Fund (de          | 68.10  | Parts to Repair Water Service Line (2022 expense)                   |
| 28906                                | 02/03/2023                   | 02/14/2023 | 3791 Lowe's Company-#338954         | 12.56  | Supplies to Repair Street Sign - Entry Island Repair (2022 expense) |
| 542 30 31 02                         | Oper Supplies - Street Reg   |            | 101 000 542 City Street Fund        | 12.56  | Supplies to Repair Street Sign - Entry Island Repair (2022 expense) |
| Total Lowe's Company-#338954         |                              |            |                                     | 167.08 |   |
| 28804                                | 02/01/2023                   | 02/14/2023 | 2414 Marsh, Francine                | 67.00  | Library Reimbursement - 1 Year                                      |
| 572 21 49 00                         | Library Services             |            | 001 000 572 General Fund            | 67.00  | Library Reimbursement -1 Year                                       |
| 28800                                | 02/01/2023                   | 02/14/2023 | 1688 Maxey, Jerry                   | 67.00  | Library Reimbursement - 1 Year                                      |
| 572 21 49 00                         | Library Services             |            | 001 000 572 General Fund            | 67.00  | Library Reimbursement - 1 Year                                      |
| 28870                                | 02/02/2023                   | 02/14/2023 | 8815 McCulloch, Christopher         | 75.00  | Security Deposit Refund McCulloch 1/14/23                           |
| 582 10 00 00                         | Deposit Refunds              |            | 001 000 580 General Fund            | 75.00  | Security Deposit Refund   |
| 28818                                | 02/01/2023                   | 02/14/2023 | 6369 McLendon Hardware Inc (Tacoma) | 62.57  | Hooks for Gym   |
| 518 30 31 01                         | Oper Supplies - Rec Bldg     |            | 001 000 518 General Fund            | 62.57  | Hooks for Gym   |
| 28819                                | 02/01/2023                   | 02/14/2023 | 6369 McLendon Hardware Inc (Tacoma) | 31.39  | Supplies for Rec Center   |
| 518 30 31 01                         | Oper Supplies - Rec Bldg     |            | 001 000 518 General Fund            | 31.39  | Supplies for Rec Center   |
| 28882                                | 02/03/2023                   | 02/14/2023 | 6369 McLendon Hardware Inc (Tacoma) | 26.41  | Keys for Park Bathrooms   |
| 518 30 31 05                         | Oper Supplies - Parks Struct |            | 001 000 518 General Fund            | 26.41  | Keys for Park Bathrooms   |
| Total McLendon Hardware Inc (Tacoma) |                              |            |                                     | 120.37 |   |
| 28801                                | 02/01/2023                   | 02/14/2023 | 2316 McMillan, Michael              | 67.00  | Library Reimbursement - 1 Year                                      |
| 572 21 49 00                         | Library Services             |            | 001 000 572 General Fund            | 67.00  | Library Reimbursement - 1 Year (Addison)                            |
| 28808                                | 02/01/2023                   | 02/14/2023 | 6456 Mell, Harriet                  | 67.00  | Library Reimbursement - 1 Year                                      |
| 572 21 49 00                         | Library Services             |            | 001 000 572 General Fund            | 67.00  | Library Reimbursement - 1 Year                                      |
| 28895                                | 02/03/2023                   | 02/14/2023 | 10326 Metro Overhead Door, Inc.     | 324.50 | Remote Access Repair on Gate  |
| 518 30 48 03                         | Rep & Maint - PW             |            | 001 000 518 General Fund            | 324.50 | Remote Access Repair on Gate  |

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| 28871          | 02/02/2023   | 02/14/2023                   | 10265       | Mirande, Therese          | 567.58    | Monday & Friday Gentle Yoga Classes; Thursday Yin Yoga (1/1/23-1/31/23) |
|                | 571 20 49 06 | Instructor Fees              | 001 000 571 | General Fund              | 567.58    | Monday & Friday Gentle Yoga Classes; Thursday Yin Yoga (1/1/23-1/31/23) |
| 28897          | 02/03/2023   | 02/14/2023                   | 10299       | Mr Truck Wash, Inc.       | 25.00     | Tax for Pervious Sidewalk Cleaning on Emerson St Project                |
|                | 531 50 48 00 | Rep & Maint - Storm          | 415 000 531 | Storm Drain               | 25.00     | Tax for Pervious Sidewalk Cleaning on Emerson St Project                |
| 28835          | 02/02/2023   | 02/14/2023                   | 3910        | Office Depot              | 74.98     | Finance Office Supplies   |
|                | 514 23 31 00 | Office & Oper Sup - Finance  | 001 000 514 | General Fund              | 74.98     | Finance Office Supplies   |
| 28857          | 02/02/2023   | 02/14/2023                   | 3923        | Orca Pacific Inc          | 920.70    | Chlorine for Wells (182 gallons)  |
|                | 534 80 31 03 | Oper Supplies - Chlorine     | 425 000 534 | Water Fund (de)           | 920.70    | Chlorine for Wells (182 gallons)  |
| 28806          | 02/01/2023   | 02/14/2023                   | 2569        | Orlando, James            | 67.00     | Library Reimbursement - 1 Year  |
|                | 572 21 49 00 | Library Services             | 001 000 572 | General Fund              | 67.00     | Library Reimbursement - 1 Year  |
| 28807          | 02/01/2023   | 02/14/2023                   | 10325       | Orlando, Kristen          | 67.00     | Library Reimbursement - 1 Year  |
|                | 572 21 49 00 | Library Services             | 001 000 572 | General Fund              | 67.00     | Library Reimbursement -1 Year   |
| 28903          | 02/03/2023   | 02/14/2023                   | 3929        | Owen Equipment Company    | 117.03    | #60915D Replace Latch on Sweeper  |
|                | 548 65 48 13 | O & M - Storm                | 501 000 548 | Equipment Rent            | 117.03    | #60915D Replace Latch on Sweeper  |
| 28834          | 02/02/2023   | 02/14/2023                   | 3957        | PC Budget & Finance       | 17,986.00 | 2022 Voter Maintenance Charge   |
|                | 514 40 41 01 | Special Elections & Voter Re | 001 000 511 | General Fund              | 17,986.00 | 2022 Voter Maintenance Charge   |
| 28861          | 02/02/2023   | 02/14/2023                   | 3957        | PC Budget & Finance       | 3,619.18  | Salt Brine (5,000 Gallons) 12/2022                                      |
|                | 542 30 31 02 | Oper Supplies - Street Reg   | 101 000 542 | City Street Fund          | 3,619.18  | Salt Brine (5,000 Gallons) 12/2022                                      |
| 28898          | 02/03/2023   | 02/14/2023                   | 3957        | PC Budget & Finance       | 518.07    | 4th Qtr 2022 Liquor Tax   |
|                | 566 66 49 00 | Substance Abuse Fee          | 001 000 566 | General Fund              | 518.07    | 4th Qtr 2022 Liquor Tax   |
|                |              |                              |             | Total PC Budget & Finance | 22,123.25 |   |
| 28862          | 02/02/2023   | 02/14/2023                   | 3961        | PCRCDD, LLC dba LRI-HV    | 576.02    | Dump Fees - Street Sweeping - January 2023                              |

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|                | 531 50 47 01 | Dumping Fees - Storm           | 415 000 531 Storm Drain            | 576.02     | Dump Fees - Street Sweeping - January 2023  |
| 28769          | 01/23/2023   | 02/14/2023                     | 8626 Pacific Office Automation Inc | 144.03     | Postage Meter Rental - Feb 2023             |
|                | 518 10 42 01 | Postage - Non Dept             | 001 000 518 General Fund           | 144.03     | Postage Meter Rental - Feb 2023             |
| 28887          | 02/03/2023   | 02/14/2023                     | 4108 Pape Machinery Inc.           | 133,113.75 | New 2022 John Deere 310SL Backhoe           |
|                | 594 48 64 12 | ERR Capital - Street           | 501 000 548 Equipment Rent         | 22,629.34  | New 2022 John Deere 310SL Backhoe Loader    |
|                | 594 48 64 14 | ERR Capital - Water/Sewer      | 501 000 548 Equipment Rent         | 110,484.41 | New 2022 John Deere 310SL Backhoe           |
| 28886          | 02/03/2023   | 02/14/2023                     | 4680 Parametrix Engineering        | 1,092.50   | P#64 Prof Services through 12/31/22         |
|                | 594 76 62 03 | Buildings & Structures - PBC   | 301 000 594 Park Bond Capit        | 1,092.50   | P#64 Prof Services through 12/31/22         |
| 28874          | 02/02/2023   | 02/14/2023                     | 3945 Patriot Fire Protection, Inc  | 462.00     | Annual Fire Alarm Inspection - Rec Building |
|                | 518 30 48 01 | Rep & Maint - Rec Bldg         | 001 000 518 General Fund           | 462.00     | Annual Fire Alarm Inspection - Rec Building |
| 28901          | 02/03/2023   | 02/14/2023                     | 10221 Petty Cash-ParksRec          | 114.00     | Petty Cash Reimbursement 02/14/23           |
|                | 571 10 31 02 | Senior Program Supplies        | 001 000 571 General Fund           | 114.00     | Senior Morning Supplies                     |
| 28799          | 02/01/2023   | 02/14/2023                     | 7315 Pizzano, Christine            | 33.50      | Library Reimbursement - 1/2 Year            |
|                | 572 21 49 00 | Library Services               | 001 000 572 General Fund           | 33.50      | Library Reimbursement - 1/2 Year            |
| 28798          | 02/01/2023   | 02/14/2023                     | 9508 Prose, Elliott                | 3.15       | 07-02470.1 - 4001 FLORA DR                  |
|                | 343 40 00 00 | Sale Of Water                  | 425 000 340 Water Fund (de         | -10.92     |   |
|                | 343 50 00 00 | Sewer Revenues                 | 430 000 340 Sewer Fund (de         | 7.77       |   |
| 28822          | 02/01/2023   | 02/14/2023                     | 4828 Protect Youth Sports          | 21.90      | Background Checks for Parks/Rec             |
|                | 518 11 41 00 | Prof Svcs - Personnel          | 001 000 518 General Fund           | 21.90      | Background Checks for Parks/Rec             |
| 28911          | 02/06/2023   | 02/14/2023                     | 3986 Puget Sound Energy, BOT-01H   | 70.20      | Natural Gas - Rec Center - January 2023     |
|                | 571 10 47 00 | Public Utility Services - Rec  | 001 000 571 General Fund           | 70.20      | Natural Gas - Rec Center - January 2023     |
| 28912          | 02/06/2023   | 02/14/2023                     | 3986 Puget Sound Energy, BOT-01H   | 485.91     | Natural Gas - Pool/Bathhouse - January 2023 |
|                | 576 20 47 00 | Public Utility Services - Pool | 001 000 576 General Fund           | 485.91     | Natural Gas - Pool/Bathhouse - January 2023 |
|                |              |                                | Total Puget Sound Energy, BOT-01H  | 556.11     |   |
| 28845          | 02/02/2023   | 02/14/2023                     | 9995 Quintanilla, Mariah           | 32.26      | 02-00770.0 - 346 DEL MONTE AVE              |
|                | 343 10 00 00 | Storm Drain Revenues           | 415 000 340 Storm Drain            | -7.15      |   |

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| 343 40 00 00   | Sale Of Water  |                             | 425 000 340 Water Fund (de            | -7.82    |  |
| 343 50 00 00   | Sewer Revenues |                             | 430 000 340 Sewer Fund (de            | -17.29   |  |
| 28899          | 02/03/2023     | 02/14/2023                  | 5710 Rainier Connect, Mashell Telecom | 106.95   | Internet Access Fee - City Hall - Feb 2023 |
|                | 518 81 42 00   | Communication/Internet - I/ | 001 000 518 General Fund              | 106.95   | Internet Access Fee - City Hall - Feb 2023 |
| 28796          | 02/01/2023     | 02/14/2023                  | 6483 Rice, Angela                     | 271.99   | 06-00390.5 - 1323 PALM DR                  |
|                | 343 10 00 00   | Storm Drain Revenues        | 415 000 340 Storm Drain               | -72.64   |  |
|                | 343 40 00 00   | Sale Of Water               | 425 000 340 Water Fund (de            | -76.88   |  |
|                | 343 50 00 00   | Sewer Revenues              | 430 000 340 Sewer Fund (de            | -122.47  |  |
| 28875          | 02/02/2023     | 02/14/2023                  | 8893 Right Systems INC                | 412.50   | Labor to Install new APs for PSB           |
|                | 521 22 49 04   | CJF Programs                | 001 000 521 General Fund              | 412.50   | Labor to Install new APs for PSB           |
| 28894          | 02/03/2023     | 02/14/2023                  | 8893 Right Systems INC                | 4,041.82 | APs & Equipment for PSB                    |
|                | 521 22 49 04   | CJF Programs                | 001 000 521 General Fund              | 4,041.82 | APs & Equipment for PSB                    |
|                |                |                             | Total Right Systems INC               | 4,454.32 |  |
| 28865          | 02/02/2023     | 02/14/2023                  | 7820 Roberts, John H                  | 217.40   | Gun Supplies                               |
|                | 521 22 31 00   | Office & Oper Sup - Police  | 001 000 521 General Fund              | 217.40   | Gun Supplies                               |
| 28907          | 02/03/2023     | 02/14/2023                  | 4026 S & B Inc                        | 714.01   | SCADA System Card Replacement              |
|                | 534 50 48 01   | Rep & Maint - Water Maint   | 425 000 534 Water Fund (de            | 357.01   | SCADA System Card Replacement              |
|                | 535 50 48 00   | Rep & Maint - Sewer Maint   | 430 000 535 Sewer Fund (de            | 357.00   | SCADA System Card Replacement              |
| 28916          | 02/06/2023     | 02/14/2023                  | 6088 Sentinel Pest Control Inc        | 196.35   | Pest Control - PW - 02/2023                |
|                | 531 50 48 00   | Rep & Maint - Storm         | 415 000 531 Storm Drain               | 49.09    | Pest Control - PW - 02/2023                |
|                | 534 50 48 01   | Rep & Maint - Water Maint   | 425 000 534 Water Fund (de            | 49.09    | Pest Control - PW - 02/2023                |
|                | 535 50 48 00   | Rep & Maint - Sewer Maint   | 430 000 535 Sewer Fund (de            | 49.09    | Pest Control - PW - 02/2023                |
|                | 542 30 48 01   | Rep & Maint - Street Maint  | 101 000 542 City Street Fund          | 49.08    | Pest Control - PW - 02/2023                |
| 28917          | 02/07/2023     | 02/14/2023                  | 6088 Sentinel Pest Control Inc        | 110.00   | Pest Control - City Hall - 02/2023         |
|                | 518 30 48 02   | Rep & Maint - City Hall     | 001 000 518 General Fund              | 110.00   | Pest Control - City Hall - 02/2023         |
|                |                |                             | Total Sentinel Pest Control Inc       | 306.35   |  |
| 28824          | 02/02/2023     | 02/14/2023                  | 4084 Staples Business Advantage       | 50.77    | Office Supplies - Admin & Central          |



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| 513 10 31 00                     | Office & Oper Sup - Admin    |            | 001 000 513 General Fund        | 37.83  | Office Supplies - Admin                                |
| 518 10 34 01                     | Office Supplies - Central    |            | 001 000 518 General Fund        | 12.94  | Office Supplies - Central                              |
| 28867                            | 02/02/2023                   | 02/14/2023 | 4084 Staples Business Advantage | 120.80 | Office Supplies - Central, Building, Planning & Police |
| 518 10 34 01                     | Office Supplies - Central    |            | 001 000 518 General Fund        | 33.64  | Office Supplies - Central                              |
| 521 22 31 00                     | Office & Oper Sup - Police   |            | 001 000 521 General Fund        | 70.64  | Office Supplies - Police                               |
| 524 20 31 00                     | Office & Oper Sup - Building |            | 001 000 524 General Fund        | 8.26   | Office Supplies - Building                             |
| 558 60 31 00                     | Office & Oper Sup - Plannin  |            | 001 000 558 General Fund        | 8.26   | Office Supplies - Planning                             |
| Total Staples Business Advantage |                              |            |                                 | 171.57 |  |
| 28890                            | 02/03/2023                   | 02/14/2023 | 4107 Summit Law Group           | 64.00  | Legal Consulting - Dec 2023                            |
| 515 41 41 02                     | Special Legal Counsel        |            | 001 000 515 General Fund        | 64.00  | Legal Consulting - Dec 2023                            |
| 28810                            | 02/01/2023                   | 02/14/2023 | 4110 Superior Linen Service     | 49.07  | Linen Service 01/25/23 - Public Works                  |
| 518 30 48 03                     | Rep & Maint - PW             |            | 001 000 518 General Fund        | 49.07  | Linen Service 01/25/23 - Public Works                  |
| 28811                            | 02/01/2023                   | 02/14/2023 | 4110 Superior Linen Service     | 138.94 | Linen Service 01/11/23 - Rec Center                    |
| 518 30 48 01                     | Rep & Maint - Rec Bldg       |            | 001 000 518 General Fund        | 138.94 | Linen Service 01/11/23 - Rec Center                    |
| 28812                            | 02/01/2023                   | 02/14/2023 | 4110 Superior Linen Service     | 55.25  | Linen Service 01/25/23 - Pool                          |
| 576 20 49 02                     | Miscellaneous - Pool         |            | 001 000 576 General Fund        | 55.25  | Linen Service 01/25/23 - Pool                          |
| 28813                            | 02/01/2023                   | 02/14/2023 | 4110 Superior Linen Service     | 55.25  | Linen Service 01/11/23 - Pool                          |
| 576 20 49 02                     | Miscellaneous - Pool         |            | 001 000 576 General Fund        | 55.25  | Linen Service 01/11/23 - Pool                          |
| 28814                            | 02/01/2023                   | 02/14/2023 | 4110 Superior Linen Service     | 49.07  | Linen Service 01/11/23 - Public Works                  |
| 518 30 48 03                     | Rep & Maint - PW             |            | 001 000 518 General Fund        | 49.07  | Linen Service 01/11/23 - Public Works                  |
| 28815                            | 02/01/2023                   | 02/14/2023 | 4110 Superior Linen Service     | 81.33  | Linen Service 01/19/23 - City Hall                     |
| 518 30 48 02                     | Rep & Maint - City Hall      |            | 001 000 518 General Fund        | 81.33  | Linen Service 01/19/23 - City Hall                     |
| 28816                            | 02/01/2023                   | 02/14/2023 | 4110 Superior Linen Service     | 81.33  | Linen Service 01/05/23 - City Hall                     |
| 518 30 48 02                     | Rep & Maint - City Hall      |            | 001 000 518 General Fund        | 81.33  | Linen Service 01/05/23 - City Hall                     |
| 28817                            | 02/01/2023                   | 02/14/2023 | 4110 Superior Linen Service     | 138.44 | Linen Service 01/25/23 - Rec Center                    |
| 518 30 48 01                     | Rep & Maint - Rec Bldg       |            | 001 000 518 General Fund        | 138.44 | Linen Service 01/25/23 - Rec Center                    |

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|                |              |                             | Total Superior Linen Service       | 648.68   |  |
| 28850          | 02/02/2023   | 02/14/2023                  | 4328 Systems for Public Safety Inc | 163.61   | #71535D LOF & Replace Oil Light Repair                                       |
|                | 548 65 48 08 | O & M - Police              | 501 000 548 Equipment Rent         | 163.61   | #71535D LOF & Replace Oil Light Repair                                       |
| 28919          | 02/07/2023   | 02/14/2023                  | 9888 T-Mobile (Cell Phone Bill)    | 1,076.58 | City Cell Phones & Air Cards 01/2023   |
|                | 513 10 42 00 | Communication - Admin       | 001 000 513 General Fund           | 29.86    | City Manager 01/2023 - C Corcoran  |
|                | 518 30 42 00 | Communication - Fac/Equip   | 001 000 518 General Fund           | 89.58    | Maint. Lead, 2 Workers 01/2023   |
|                | 521 22 42 00 | Communication - Police      | 001 000 521 General Fund           | 561.79   | Police Officers, Chief and Air Cards 01/2023                                 |
|                | 524 20 42 00 | Communication- Building     | 001 000 524 General Fund           | 14.93    | Admin Svcs Dir. 01/2023  |
|                | 531 50 42 00 | Communication - Storm       | 415 000 531 Storm Drain            | 67.45    | Public Works Crew, Director, Billing Clerk 01/2023                           |
|                | 534 10 42 00 | Communication - Water Adr   | 425 000 534 Water Fund (de         | 73.57    | Public Works Crew, Director, Billing Clerk, PW Water Meter Collector 01/2023 |
|                | 535 10 42 01 | Communication - Sewer Adr   | 430 000 535 Sewer Fund (de         | 67.45    | Public Works Crew, Director, Billing Clerk 01/2023                           |
|                | 542 30 42 00 | Communication - Street Re   | 101 000 542 City Street Fund       | 67.44    | Public Works Crew, Director, Billing Clerk 01/2023                           |
|                | 558 60 42 00 | Communication - Planning    | 001 000 558 General Fund           | 14.93    | Admin Svcs Dir. 01/2023  |
|                | 576 80 42 00 | Communication - Parks       | 001 000 576 General Fund           | 89.58    | P/R Director, Events, Maint. Worker 01/2023                                  |
| 28900          | 02/03/2023   | 02/14/2023                  | 4120 Tacoma Daily Index            | 159.85   | January 2023 Publications  |
|                | 511 60 41 01 | Advertising - Legisl        | 001 000 511 General Fund           | 42.97    | Public Hearing - Rate adj for Solid Waste                                    |
|                | 531 50 41 01 | Advertising - Storm         | 415 000 531 Storm Drain            | 44.69    | Public Hearing - Stormwater NPDES Compliance                                 |
|                | 558 60 41 01 | Advertising - Planning      | 001 000 558 General Fund           | 72.19    | Notice of Envir. Determination   |
| 28920          | 02/07/2023   | 02/14/2023                  | 4135 Tacoma Screw Products Inc     | 110.37   | Measuring Wheel  |
|                | 534 80 35 00 | Small Tools & Equip - Water | 425 000 534 Water Fund (de         | 110.37   | Measuring Wheel  |
| 28913          | 02/06/2023   | 02/14/2023                  | 4322 Tacoma, City of - POWER       | 3,637.70 | Power - Various Locations - January 2023                                     |
|                | 534 80 47 01 | Utility Services/Pumping    | 425 000 534 Water Fund (de         | 2,773.80 | Well 6,7,8 and Weathervane Booster Power - Jan 2023                          |
|                | 535 80 47 01 | Utility Services/Pumping    | 430 000 535 Sewer Fund (de         | 827.86   | Pump #3, L/S Power - Jan 2023  |
|                | 542 30 47 03 | Electricity/Traffic Lights  | 101 000 542 City Street Fund       | 23.65    | Traffic Control - Jan 2023   |
|                | 542 63 47 00 | Electricity/Street Lights   | 101 000 542 City Street Fund       | 12.39    | Street Lights - Jan 2023   |
| 28868          | 02/02/2023   | 02/14/2023                  | 4142 Taylor, Jack                  | 67.00    | Library Reimbursement - 1 Year   |
|                | 572 21 49 00 | Library Services            | 001 000 572 General Fund           | 67.00    | Library Reimbursement - 1 Year   |
| 28797          | 02/01/2023   | 02/14/2023                  | 9803 Tran, Tony                    | 322.37   | 03-00700.1 - 117 AMHERST ST  |
|                | 343 10 00 00 | Storm Drain Revenues        | 415 000 340 Storm Drain            | -80.00   |  |
|                | 343 40 00 00 | Sale Of Water               | 425 000 340 Water Fund (de         | -87.39   |  |

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| 343 50 00 00   | Sewer Revenues               |            | 430 000 340 Sewer Fund (de              | -154.98  |  |
| 28910          | 02/06/2023                   | 02/14/2023 | 5934 US Bank, City Hall Account         | 1,025.12 | P-Card Charges thru 1/25/23  |
| 513 10 49 01   | Reg & Tuition - Admin        |            | 001 000 513 General Fund                | 120.00   | Case Law Highlights Webinar - A Burkart & J Westman, Grant Writing Webinar - A Burkart |
| 513 10 49 02   | Dues/Member/Subscription:    |            | 001 000 513 General Fund                | 25.00    | 2023 WAPRO Membership Renewal - A Burkart  |
| 514 23 31 00   | Office & Oper Sup - Finance  |            | 001 000 514 General Fund                | 16.16    | Finance Office Supplies  |
| 514 23 49 01   | Reg & Tuition - Finance      |            | 001 000 514 General Fund                | 125.00   | BARS Registration - J Dunbar   |
| 514 23 49 03   | Dues/Member/Subscription:    |            | 001 000 514 General Fund                | 50.00    | PSFOA 2023 Renewal   |
| 518 10 42 01   | Postage - Non Dept           |            | 001 000 518 General Fund                | 198.00   | Postage - Passport & Admin   |
| 518 81 35 00   | Small Tools & Equip - I/S    |            | 001 000 518 General Fund                | 82.07    | Ethernet Cables & Cable Raceway  |
| 531 50 31 01   | Office Supplies - Storm      |            | 415 000 531 Storm Drain                 | 92.22    | Storage License 01/13-08/04/23   |
| 534 10 31 00   | Office Supplies - Water Adr  |            | 425 000 534 Water Fund (de              | 92.22    | Storage License 01/13-08/04/23   |
| 535 10 31 00   | Office Supplies - Swr Admin  |            | 430 000 535 Sewer Fund (de              | 92.22    | Storage License 01/13-08/04/23   |
| 542 30 31 01   | Office Supplies - Street Reg |            | 101 000 542 City Street Fund            | 92.23    | Storage License 01/13-08/04/23   |
| 558 60 49 01   | Reg & Tuition - Planning     |            | 001 000 558 General Fund                | 40.00    | Affordable Housing Forum - J Westman   |
| 28908          | 02/06/2023                   | 02/14/2023 | 8483 US Bank, Public Works Dept Account | 1,154.04 | P-Card Charges thru 01/25/23   |
| 518 30 31 03   | Oper Supplies - PWF          |            | 001 000 518 General Fund                | 187.86   | Remotes for PW Gate & Water Filter   |
| 531 50 35 00   | Small Tools & Equip - Storm  |            | 415 000 531 Storm Drain                 | 31.26    | Space Heater & Screen Protector  |
| 534 10 35 00   | Small Tools & Equip - Water  |            | 425 000 534 Water Fund (de              | 31.26    | Space Heater & Screen Protector  |
| 534 10 49 03   | Dues/Member/Subscription:    |            | 425 000 534 Water Fund (de              | 210.00   | Water Certificate Renewals - Davis, Marzano, Parsons, Marez, Wakefield                 |
| 535 10 35 00   | Small Tools & Equip - Sewer  |            | 430 000 535 Sewer Fund (de              | 31.26    | Space Heater & Screen Protector  |
| 542 30 35 00   | Small Tools & Equip - Street |            | 101 000 542 City Street Fund            | 31.25    | Space Heater & Screen Protector  |
| 576 80 31 02   | Oper Supplies - Parks        |            | 001 000 576 General Fund                | 631.15   | Faucets for Whittier Bathrooms   |
| 28909          | 02/06/2023                   | 02/14/2023 | 8484 US Bank, Recreation Dept Account   | 1,212.32 | P-Card Charges thru 1/25/23  |
| 571 10 31 00   | Office Supplies - Rec        |            | 001 000 571 General Fund                | 110.86   | Ping Pong Paddles & Misc. Office Supplies  |
| 571 10 31 02   | Senior Program Supplies      |            | 001 000 571 General Fund                | 379.27   | Senior Morning Supplies  |
| 571 20 49 07   | Youth Basketball/Youth Refe  |            | 001 000 571 General Fund                | 56.06    | Youth Basketball Supplies  |
| 573 90 49 01   | Community Events             |            | 001 000 573 General Fund                | 467.47   | Community Event Supplies   |
| 594 76 62 03   | Buildings & Structures - PBC |            | 301 000 594 Park Bond Capit             | 198.66   | P#64 Printer Stand, Door Stops, Light for Computer, Badge Holders                      |
| 28878          | 02/03/2023                   | 02/14/2023 | 4178 University Place Refuse Inc        | 1,295.78 | S/S Dump Fees, Drop Box Rental - January 2023  |
| 531 50 47 01   | Dumping Fees - Storm         |            | 415 000 531 Storm Drain                 | 650.14   | Dumping Fees - Storm 01/2023   |
| 534 80 47 02   | Dumping Fees - Water         |            | 425 000 534 Water Fund (de              | 59.89    | Dumping Fees - Water 01/2023   |
| 535 80 47 02   | Dumping Fees - Sewer         |            | 430 000 535 Sewer Fund (de              | 59.89    | Dumping Fees - Sewer 01/2023   |
| 542 30 47 01   | Dumping Fees - Street        |            | 101 000 542 City Street Fund            | 525.86   | Dumping Fees - Street 01/2023  |

# ACCOUNTS PAYABLE

City Of Fircrest

Time: 15:18:38 Date: 02/09/2023

As Of: 02/14/2023

Page: 15

| Accts<br>Pay # | Received     | Date Due                      | Vendor                                      | Amount   | Memo   |
|----------------|--------------|-------------------------------|---|----------|--|
| 28858          | 02/02/2023   | 02/14/2023                    | 9253 University Place Tire & Auto           | 68.76    | #63582D LOF  |
|                | 548 65 48 12 | O & M - Street                | 501 000 548 Equipment Rent                  | 68.76    | #63582D LOF  |
| 28888          | 02/03/2023   | 02/14/2023                    | 4179 Unum Life Insurance Company of America | 56.90    | Retired Benefits - Feb 2023                            |
|                | 521 22 20 02 | LEOFF I Long Term Care Pre    | 001 000 521 General Fund                    | 56.90    | Retired Benefits - Feb 2023                            |
| 28884          | 02/03/2023   | 02/14/2023                    | 4180 Utilities Underground                  | 20.97    | Locates 01/2023  |
|                | 534 10 49 00 | Miscellaneous - Water Admi    | 425 000 534 Water Fund (de                  | 10.48    | Locates 01/2023  |
|                | 535 10 49 00 | Miscellaneous - Sewer Admi    | 430 000 535 Sewer Fund (de                  | 10.49    | Locates 01/2023  |
| 28891          | 02/03/2023   | 02/14/2023                    | 4208 W A S P C                              | 120.00   | 2023 Membership - J. Cheesman                          |
|                | 521 22 49 03 | Dues/Member/Subscription:     | 001 000 521 General Fund                    | 120.00   | 2023 Membership - J. Cheesman                          |
| 28864          | 02/02/2023   | 02/14/2023                    | 3645 WEX BANK, Wright Express FSC           | 430.86   | Gas/Fuel January 2023                                  |
|                | 548 65 31 08 | Gas - Police                  | 501 000 548 Equipment Rent                  | 430.86   | Police 01/2023   |
| 28893          | 02/03/2023   | 02/14/2023                    | 6884 WPTA                                   | 375.00   | WPTA 2023 Annual Conference Registration - L. Chambers |
|                | 514 23 49 01 | Reg & Tuition - Finance       | 001 000 514 General Fund                    | 375.00   | WPTA 2023 Annual Conference Registration - L. Chambers |
| 28802          | 02/01/2023   | 02/14/2023                    | 9816 Wallace, Krista                        | 67.00    | Library Reimbursement - 1 Year                         |
|                | 572 21 49 00 | Library Services              | 001 000 572 General Fund                    | 67.00    | Library Reimbursement - 1 Year                         |
| 28840          | 02/02/2023   | 02/14/2023                    | 4231 Water Mgmt Labs Inc                    | 152.00   | Fluoride Testing - 12/2022                             |
|                | 534 80 41 00 | Water Testing                 | 425 000 534 Water Fund (de                  | 152.00   | Fluoride Testing - 12/2022                             |
| 28828          | 02/02/2023   | 02/14/2023                    | 8021 Westman, Jayne                         | 439.99   | Computer Screen (Carry Over from Records Grant 2022)   |
|                | 513 10 35 00 | Small Tools & Equip - Admi    | 001 000 513 General Fund                    | 439.99   | Computer Screen (Carry Over from Records Grant 2022)   |
| 28880          | 02/03/2023   | 02/14/2023                    | 4256 Winning Seasons                        | 1,213.30 | Shirts / Sweatshirts For Crew (Quantity 51)            |
|                | 531 50 20 01 | Contract Benefits - Storm     | 415 000 531 Storm Drain                     | 303.33   | Shirts / Sweatshirts For Crew (Quantity 51)            |
|                | 534 10 20 01 | Contract Benefits - Wtr Adm   | 425 000 534 Water Fund (de                  | 303.33   | Shirts / Sweatshirts For Crew (Quantity 51)            |
|                | 535 10 20 01 | Contract Benefits - Sewer Ac  | 430 000 535 Sewer Fund (de                  | 303.32   | Shirts / Sweatshirts For Crew (Quantity 51)            |
|                | 542 30 20 01 | Contract Benefits - Street Re | 101 000 542 City Street Fund                | 303.32   | Shirts / Sweatshirts For Crew (Quantity 51)            |

# ACCOUNTS PAYABLE

City Of Fircrest

Time: 15:18:38 Date: 02/09/2023

As Of: 02/14/2023

Page: 16

| Accts<br>Pay # | Received   | Date Due                 | Vendor                          | Amount   | Memo                                       |
|----------------|------------|--------------------------|---------------------------------|----------|--|
| 28833          | 02/02/2023 | 02/14/2023               | 10035 Zoom Video Communications | 1,428.44 | Monthly Phone Rental - 1/31-2/27/23        |
| 513            | 10 42 00   | Communication - Admin    | 001 000 513 General Fund        | 83.60    | Meeting Webinar & Recording - 1/31-2/27/23 |
| 518            | 10 42 00   | Communication - Non Dept | 001 000 518 General Fund        | 1,344.84 | Monthly Phone Rental - 1/31-2/27/23        |

|               |            |
|---------------|------------|
| Report Total: | 740,838.06 |
|---------------|------------|

| Fund                        |            |
|-----------------------------|------------|
| 001 General Fund            | 94,944.76  |
| 101 City Street Fund        | 18,340.31  |
| 301 Park Bond Capital Fund  | 1,291.16   |
| 415 Storm Drain             | 17,100.71  |
| 425 Water Fund (department) | 17,814.72  |
| 430 Sewer Fund (department) | 455,450.26 |
| 501 Equipment Rental Fund   | 135,896.14 |

This report has been reviewed by:

REMARKS:

\_\_\_\_\_

Signature & Title

\_\_\_\_\_

Date

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

City Clerk Westman called the regular meeting to order at 7:00 P.M. and led the Pledge of Allegiance. Councilmembers David M. Viafore, Shannon Reynolds, Joe Barrentine, Hunter T. George, Nikki Bufford, and Jim Andrews were present. Mayor Brett L. Wittner was absent and excused.

**Viafore MOVED to appoint Councilmember George as Mayor Pro Tempore for the January 24, 2023, regular meeting; seconded by Bufford.** Westman invited councilmember comment; none were provided. **The Motion Carried (6-0).**

**PRESIDING OFFICER’S REPORT**

**A. Proclamation: Black History Month**

Councilmember Bufford read the proclamation Black History Month into the read. **Viafore MOVED to authorize the Mayor Pro Tempore’s signature on the proclamation proclaiming the month of February is Black History Month in the City of Fircrest; seconded by Bufford.** Wittner invited councilmember comment; none were provided. Wittner invited public comment; none were provided. **The Motion Carried (6-0).**

**CITY MANAGER COMMENTS**

Interim City Manager Corcoran introduced Colin Baenziger & Associates’ consultant, Lynelle Klein.

**A. Planning Commission Joint Meeting Topic**

Corcoran stated that the Joint Meeting is scheduled for February 7, 2023, at 6 P.M. and requested Council feedback on discussion items. There was a consensus on the following agenda items; the comprehensive plan update, form-base code, and review of the traffic impact plan near the proposed Prose development.

**B. 2023 Committees**

The discussion was deferred to the next regular Council meeting.

**C. Capital Requests**

Corcoran requested Council feedback for legislative capital project appropriations. There was a consensus to have staff apply for the lighted crosswalk on Electron Way at Contra Costa Ave.

**DEPARTMENT HEAD COMMENTS**

- Finance Director Chambers commented on employees’ W-2s.
- Public Works Director Bemis commented on the Transportation Improvement Board grant, Summit Ave paving, and utility shutoffs.
- Police Chief Cheesman reported on the Puyallup shooting and updated the Council on lateral police officer candidates.
- Parks & Recreation Director Grover commented on the Daddy-Daughter Dance.
- Administrative Services Director Westman reported on the Police Chief recruitment announcement.

**COUNCILMEMBER COMMENTS**

- Viafore; no comment.
- Reynolds; no comment.
- Barrentine; no comment.
- Bufford commented on Council photos and reported on House Bill 1363, amending the vehicle pursuit policy.
- Andrews; no comment
- George thanked the meeting attendees.

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

George invited public comment. The following individual provided public comment:

- Jaquelyn Kleiner, 1113 Garden Circle, commented on Princeton Place landscaping
- Brian Rybolt, 1036 Daniels Dr, expressed concern about various items.

The following individuals addressed the Council and expressed their support for a dog park;

- Tom Chontofalsky, 1306 Farallone Ave
- Anthony Chelf, 813 Electron Way

**COMMITTEE, COMMISSION, AND LIAISON REPORTS**

**A. Parks & Recreation**

Barrentine reported on the upcoming Request for Qualifications and Proposals. Lastly, Barrentine commented on current community events.

**B. Pierce County Regional Council**

Reynolds reported on several items including board appointments, legislative updates, and an Orca Proclamation.

**C. Public Safety, Courts**

Viafore reported on upcoming changes to the Fircrest Police department.

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

Bufford reported on the Tacoma wastewater sewage pretreatment cost, Emerson and Estate Place stormwater pretreatment project, and heating, ventilation, and air conditioning discussions.

**E. Other Liaison Reports**

Reynolds reported on the Pierce Transit board youth bus fare and bus rapid transit.

**CONSENT CALENDAR**

George requested the City Clerk read the Consent Calendar: approval of Voucher No. 219067 through Voucher Check No. 219138 in the amount of \$156,294.71; approval of Payroll electronic funds transfer in the amount of \$136,037.32; Registering an Objection to the Issuance of Sammy’s Pizza Liquor License; approval of the January 10, 2023, Regular Meeting minutes; approval of the January 17, 2023, Study Session minutes; and setting a public hearing on February 14th, 2023, at 7:15 pm or thereafter to receive comments on the proposed text amendments regarding stormwater NPDES compliance. **Bufford MOVED to approve the Consent Calendar as read; seconded by**

**Reynolds.** George requested to remove item 10B. Registering an Objection to the Issuance of Sammy’s Pizza Liquor License. **The Motion to Approve the Consent Calendar Carried (6-0) as amended.** There was a discussion held on the Fircrest Municipal code and zoning district. **Viafore MOVED to Approve Item 10B. Registering an Objection to the Issuance of Sammy’s Pizza Liquor License; seconded by Reynolds. The Motion Carried (6-0).**

**PUBLIC HEARING**

**A. To receive comments on a proposed solid waste rate adjustment**

At 8:27 P.M. George opened the public hearing. Interim City Manager Corcoran briefed the Council on the proposed solid waste rate adjustment stating the public hearing was to receive comments on the proposed solid waste rate adjustment. George invited councilmember comments; none were provided. George invited public testimony; none were provided. At 8:29 P.M., George closed the public hearing.

**UNFINISHED BUSINESS**

There was no unfinished business.

**NEW BUSINESS**

**A. Resolution No. 1819: Comprehensive Plan Periodic Update Consultant Agreement**

Administrative Services Director Westman provided an overview of the proposed agreement and stated that the City received grant funds to offset the cost of proposed services. **Viafore MOVED to adopt Resolution No. 1819, authorizing the Interim City Manager to execute a Professional Services Agreement with BHC Consultants, LLC to assist with the periodic Comprehensive Plan and Development Regulations update required by the Growth Management Act; seconded by Bufford.** George invited councilmember comment; none were provided. George invited public comment; none were provided. **The Motion Carried (6-0).**

**B. Resolution No. 1820: WSIPC Purchasing Agreement**

Finance Director Chambers briefed the Council on the proposed agreement and stated that LaserFische software is discounted through the cooperative purchasing program. **Bufford MOVED to adopt Resolution No., authorizing the Interim City Manager to execute an agreement with WSIPC to provide participation in a joint purchasing cooperative program; seconded by Reynolds.** George invited councilmember comment; none were provided. George invited public comment; none were provided. **The Motion Carried (6-0).**

**CALL FOR FINAL COMMENTS**

Police Chief Cheesman commented on the emergency preparedness class scheduled on February 9, 2023.

Councilmember George commented on a tax exemption seminar to be held at the Recreation Center on March 6, 2023.

**EXECUTIVE SESSION**

No executive session was scheduled.

**ADJOURNMENT**



JANUARY 24, 2023

FIRCREST CITY COUNCIL MEETING MINUTES – REGULAR 4

**Viafore MOVED to adjourn the meeting at 8:37 P.M., seconded by Reynolds. The Motion Carried (6-0).**

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Hunter T. George, Mayor Pro Tempore

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Jayne Westman, City Clerk

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

Mayor Brett L. Wittner called the special meeting to order at 6:00 P.M. and led the pledge of allegiance. Councilmembers David M. Viafore, Shannon Reynolds, Hunter T. George, Joe Barrentine, and Nikki Bufford were present. Councilmember Jim Andrews was absent and unexcused. Planning Commissioners Kathy L. McVay, Andrew Imholt, Shirley Schultz, and Ben Ferguson were present. Commissioner Sarah Hamel was absent and excused.

**INTRODUCTIONS**

Councilmembers, Planning Commissioners, Interim City Manager Corcoran, Administrative Services Director Westman, and Principal Planner Jeff Boers introduced themselves.

Councilmember Andrews joined the meeting at 6:10 P.M.

**COMPREHENSIVE PLAN UPDATE**

Westman briefed the Council and Planning Commission on the City’s 2024 Periodic Update of the Comprehensive Plan and introduced BHC’s Senior Planner Katie Cote. There was a discussion held on community outreach and engagement.

**FORM-BASED CODE DISCUSSION**

Westman briefed the Council on the Form-Based Code and potential expansion areas. There was a discussion held on the proposed legislative changes and whether or not to study expanding the form-based code in the comprehensive update plan.

**MILDRED & 19<sup>TH</sup> TRAFFIC IMPACT DISCUSSION**

Westman briefed the Council and Planning Commission on the traffic impact analysis provided by Alliance for the proposed development on Mildred Street. Discussions included the signal light system, the use of a traffic engineering consultant, and street annexations.

**ADJOURNMENT**

**Bufford MOVED to adjourn the meeting at 7:12 P.M., seconded by George. The Motion Carried (7-0).**

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Brett L. Wittner, Mayor

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Jayne Westman, City Clerk

## **FIRCREST CITY COUNCIL AGENDA SUMMARY**

**DATE:** 2/14/2023

**PUBLIC HEARING:** Stormwater Amendments to the Fircrest Municipal Code (FMC)

**ITEM:** 11A

**FROM:** Tyler Bemis, Public Works Director

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**RECOMMENDED MOTION:** None. Public Hearing Only

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**PROPOSAL:** In two weeks the Council will be asked to approve an ordinance amending sections of the Fircrest Municipal Code (FMC) to remain in compliance with the Washington State Department of Ecology's Western Washington Phase II Municipal Stormwater Permit, National Pollutant Discharge Detection and Elimination System (NPDES) requirements (Phase II Municipal Stormwater Permit).

**FISCAL IMPACT:** None.

**ADVANTAGE:** Remaining in compliance with the City's Stormwater Management Program (SWMP) plan and Phase II Municipal Stormwater Permit..

**DISADVANTAGES:** None.

**ALTERNATIVES:** None currently.

**HISTORY:** In 2015, Ordinance No. 1562 amended FMC 22.58.008 to provide for consistency with NPDES Phase II Municipal Stormwater Permit requirements. Ordinance No. 1562 specifically addressed low impact development (LID) design and LID BMP's. Each year, the City is required to update its SWMP plan to remain consistent with the NPDES Phase II Municipal Stormwater Permit. In June of 2019, the City Council adopted Ordinance No. 1640, amending the FMC as related to the City's SWMP plan. As part of the update to the City's SWMP plan, the City's consultant (KPG Psomas, P.S.) reviewed the FMC to ensure the City's code is consistent with the Phase II Municipal Stormwater Permit requirements. KPG Psomas recommended that several sections of the FMC should be modified and updated. The proposed changes have been reviewed by staff and are ready for final inclusion into the FMC.

**ATTACHMENTS:** [Ordinance](#)  
[Proposed FMC Redlines](#)  
[Proposed FMC Clean](#)

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON, AMENDING FIRCREST MUNICIPAL  
CODE CHAPTER 20.24 STORMWATER MANAGEMENT;  
PROVIDING SEVERABILITY; AND ESTABLISHING EFFECTIVE  
DATE.**

**WHEREAS**, the Fircrest City Council recognizes the necessity to amend the Fircrest Municipal Code (FMC) in order to remain in compliance with changes and updates to the City’s National Pollutant Discharge Elimination System (NPDES) permit and the requirements of the Washington Department of Ecology’s Western Washington Phase II Municipal Stormwater Permit; and

**WHEREAS**, City Staff worked with the City’s on-call consultant, KPG Psomas, P.S., to determine the required updates to the FMC to remain in compliance with state and federal law; and

**WHEREAS**, the City Council of the City of Fircrest has determined it is in the best interest of the City to amend FMC Chapter 20.24, Stormwater Management;

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

Section 1. Amendment. Fircrest Municipal Code Chapter 20.24 (“Stormwater Management”) is hereby amended as set forth in **Exhibit A** attached hereto, which is hereby incorporated by reference.

Section 2. Corrections. The City Clerk and codifiers of the ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerk errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

Section 3. Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such invalidity shall not affect the validity or effectiveness of the remaining portions of this ordinance.

Section 4. Publication and Effective Date. A summary of this ordinance consisting of its title shall be published in the official newspaper of the city. This ordinance shall be effective five (5) days after such publication.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST,  
WASHINGTON**, at a regular meeting thereof this 14th day of February, 2023.

**APPROVED:**

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Brett L. Wittner, Mayor

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**ATTEST:**

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Jayne Westman, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Hillary J. Evans, City Attorney

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

## Chapter 20.24

### STORMWATER MANAGEMENT

Sections:

20.24.010 Applicability

20.24.020 Definitions.

20.24.030 Adoption of standard.

20.24.040 Low impact development.

20.24.050 Long-term stormwater facility operation and maintenance.

[20.24.060 Requirement to implement best management practices.](#)

20.24.070 Inspection.

20.24.080 Enforcement.

#### 20.24.010 Applicability

This chapter applies to all development, redevelopment, and construction site activities where stormwater drains directly or indirectly into the city of Fircrest's municipal storm sewer system. This chapter applies to both private and public development, including roads. (Ord. 1640 § 2, 2019).

#### 20.24.020 Definitions.

(a) For all development, redevelopment, and construction site activities, the definitions published in Appendix 1 of the current Western Washington Phase II municipal stormwater permit shall govern.

(b) In this chapter, "director" means the public works director appointed under Chapter 2.34 FMC. (Ord. 1640 § 2, 2019).

#### 20.24.030 Adoption of standard.

(a) All new development, redevelopment, and construction site activities will be subject to the thresholds and minimum requirements published in Appendix 1 of the current Western Washington Phase II municipal stormwater permit.

(b) The city adopts as its standard for use in regulating the stormwater element for development, redevelopment, and construction site activities within the city the document entitled "Stormwater Management Manual for Western Washington." The city shall incorporate into this manual, upon their

33 adoption by the Washington State Department of Ecology by due process, amendments and revisions to  
34 the document as they become effective.

35

36 A copy of the manual has been filed with the city clerk for use and examination by the public. (Ord. 1640  
37 § 2, 2019).

38

39 **20.24.040 Low impact development.**

40 Consistent with NPDES Western Washington Phase II municipal stormwater permit requirements, low  
41 impact development (LID) designs and LID BMPs shall be required to the maximum extent feasible based  
42 on site and soil conditions. Site assessment, planning, layout, and BMP design shall be in accordance with  
43 the current editions of the "Low Impact Development Technical Guidance Manual for Puget Sound"  
44 published by the Puget Sound Partnership and the "Stormwater Management Manual for Western  
45 Washington" published by the Washington State Department of Ecology. (Ord. 1640 § 2, 2019).

46

47 **20.24.050 Long-term stormwater facility operation and maintenance.**

48 (a) The person or persons holding title to the property shall remain responsible for the facility's continual  
49 performance, operation and maintenance in accordance with the standards and requirements of the  
50 current edition of the "Stormwater Management Manual for Western Washington," published by the  
51 Washington State Department of Ecology, and remain responsible for any liability as a result of these  
52 duties.

53

54 (b) The city is authorized to inspect a private stormwater drainage facility at least annually unless there  
55 are maintenance records justifying a different frequency pursuant to FMC 20.24.060. (Ord. 1640 § 2,  
56 2019).

57

58 **20.24.060 Requirement to implement best management practices.**

59 **(a) Best management practices (BMPs) as specified in the Ecology Manual shall be applied to:**

60 (1) Any activity that might result in a prohibited discharge; and

61 (2) All existing, new, and proposed businesses and commercial entities (including publicly and  
62 privately owned institutional, commercial, and industrial sites; multi-family sites and home-  
63 based businesses) that have the potential to discharge pollutants into the city's stormwater  
64 drainage system regardless of whether the property is covered under a separate NPDES permit.

65 a. Pollutants shall be controlled by implementing appropriate source control and/or  
66 treatment BMPs as specified in the Ecology Manual.

67 b. Pollutants associated with land uses or activities not addressed in the Ecology Manual  
68 shall be controlled using BMPs reviewed and accepted by the city.

69 (b) If, upon inspection of existing BMPs, the director determines that the BMPs are inadequate at  
70 controlling prohibited discharges or pollutants, the director may require any person responsible for a  
71 property or premises which is, or may be, the source of a prohibited discharge or pollutant to  
72 implement, at their own expense, additional BMPs to prevent the further discharge of prohibited  
73 discharges or pollutants into the stormwater drainage system.

74 (c) Failure to implement or maintain the required BMPs shall constitute a violation of this chapter and  
75 enforced as provided in Section 20.24.080.

Commented [RZ1]: Director of what? Public Works Director? I added a definition to section 20.24.020.

76  
77 20.24.06070 Inspection.

78 (a) Authority. Whenever implementing the provisions of this chapter or whenever there is cause to  
79 believe that a violation of this chapter has been or is being committed, the city's inspector is authorized  
80 to inspect, during regular working hours and at other reasonable times, all new development,  
81 redevelopment, and construction sites within Fircrest to determine compliance with the provisions of this  
82 chapter. The city shall have the authority to periodically inspect private stormwater facilities for  
83 compliance with this chapter, and the city shall have the authority to inspect sources of prohibited  
84 stormwater discharges and pollutants and BMPs.

85  
86 (b) Inspection Procedures.

87  
88 (1) Prior to making any inspections on private property, the inspector shall present identification  
89 credentials, state the reason for the inspection and request entry. Any private landowner  
90 engaging in new development, redevelopment, or construction activities as defined under this  
91 chapter must, as a condition of the building permit required for such development, consent to  
92 the creation of an easement for purposes of ingress and egress for inspection of the site.

93  
94 (2) If the property or any building or structure on the property is unoccupied, the inspector shall  
95 first make a reasonable effort to locate the owner or other person(s) having charge or control of  
96 the property or portions of the property and request entry.

97  
98 (3) If after reasonable effort the inspector is unable to locate the owner or other person(s) having  
99 charge or control of the property, and has reason to believe the condition of the stormwater  
100 system creates an imminent hazard to persons or property, the inspector may enter.

101  
102 (4) Unless entry is consented to by the owner or person(s) in control of the property or portion of  
103 the property or unless conditions are reasonably believed to exist which create imminent hazard,  
104 the inspector shall obtain a search warrant, prior to entry, as authorized by the laws of the state  
105 of Washington.



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(5) The inspector may inspect the stormwater system without obtaining a search warrant provided for in subsection (b)(4) of this section, provided the inspection can be conducted while remaining on public property or other property on which permission to enter is obtained.

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(6) Inspection of private stormwater facilities may include the following activities:

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a. Inspection, sampling, and testing of any constructed stormwater facility for the purpose of determining compliance with standards for inspection, maintenance, or repair adopted by the director and applicable to the facility;

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b. Investigation of the integrity of any constructed stormwater facility components using any appropriate test deemed necessary, including, but not limited to, dye or smoke testing or video surveys;

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c. Creation of records reasonably necessary to document conditions related to compliance with the standards described above, including but not limited to photographs, video, measurements, and drawings; and

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d. Inspection and copying of nonconfidential records relating to inspection, maintenance, or repair of the constructed stormwater facilities.

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(7) Inspections of sources of prohibited stormwater discharges and pollutants and BMPs may include, but are not limited to:

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a. Examination of vehicles, trailers, tanks, or mobile or stationary equipment which could cause a prohibited discharge;

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b. Inspection, sampling, and testing any area, discharge, metal, or drainage facility for the purpose of determining the potential for contribution of pollutants to drainage facilities or waters of the state;

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c. Screening for and/or tracking illicit discharges or illicit connections;

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d. Inspecting land uses and potential pollution-generating activities to ensure that appropriate source control BMPs are implemented and maintained;

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e. Investigation of the integrity of drainage facilities on the premises using appropriate tests including but not limited to dye or smoke testing or video surveys;

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f. Creating records reasonably necessary to document conditions related to stormwater pollution or BMPs implemented on the premises, including but not limited to photographs, video, measurements and drawings; and

139 g. Inspection and copying of nonconfidential records relating to site activity or processes  
140 presently or previously occurring, including but not limited to safety data sheets,  
141 stormwater pollution prevention plans, spill response plans, hazardous waste manifests,  
142 drainage inspection records, state or federal stormwater permits, or other records related  
143 to prohibited connections or discharges.

144 (8) The director shall have the right to set up devices on any premises as are necessary in the director's  
145 opinion to conduct monitoring or sampling of discharge from stormwater facilities.

146 (9) Any temporary or permanent obstruction to the safe and easy access to the premises and any  
147 stormwater facility to be inspected and/or sampled shall be promptly removed by the property owner  
148 at the written or oral request of the director. The director may follow up oral requests with written  
149 requests if the obstruction is not removed. Such obstructions shall not be replaced. The costs of  
150 removing obstructions shall be borne by the property owner.

151  
152 (c) Inspection Requirements. The director is authorized to develop inspection procedures and  
153 requirements, including checklists, for all stormwater facilities in the city of Fircrest. (Ord. 1640 § 2,  
154 2019). The director has the right to require the property owner to install monitoring equipment as  
155 necessary to ensure compliance with this chapter. Sampling and monitoring equipment shall be  
156 maintained at all times in a safe and proper operating condition at the property owner's expense. All  
157 devices used to measure stormwater flow and water quality shall be calibrated to ensure their accuracy.  
158 The director shall maintain records of all notices and orders given, issued warnings, and inspections not  
159 taken place due to denial of access.

160  
161 (d) Inspection Fees. Inspection fees shall be established by the city's master fee resolution.

162  
163 **20.24.070080 Enforcement.**

164 Any person violating the provisions of this chapter shall be subject to those penalties outlined in Chapter  
165 22.95 FMC. (Ord. 1640 § 2, 2019).

166 Additionally, the director is authorized to enforce the provisions of this chapter utilizing the procedures as  
167 outlined below.

168 (a) Notice and Order to Cease Violation.

169 (1) Whenever the director has reason to believe that a condition exists in violation of this  
170 chapter, rules, regulations, or standards required hereunder, the director may cause a notice and  
171 order to be issued to either the owner or operator of the source of this violation, the person in  
172 possession of the property where the violation originates, and/or the person otherwise causing  
173 or responsible for the violation, which may include an order to immediately cease the activity  
174 causing the violation or take another action to abate the violation.

175 (2) The notice and order shall include the following information:

176 a. The name(s) of the person(s) determined to be responsible for the violation and/or the  
177 owner of the property where the violation is occurring or has occurred;

178 b. The address or legal description of the real property on which the violation exists or  
179 occurred;

180 c. A description of the conditions found to be in violation, including the specific provision  
181 of this chapter which has been violated;

182 d. If applicable, a brief description of any activity which is causing the violation to exist or  
183 occur;

184 e. A statement of the corrective action required to be taken. If a director has determined  
185 that corrective work is required, the order shall require that all required permits be  
186 secured, that work physically be commenced and that the work be completed within  
187 such times as a director determines are reasonable under the circumstances;

188 f. The signature and written name of the city official issuing the notice and order;

189 g. The contact information for the city's designated contact person or office to which  
190 questions regarding the notice and order may be directed;

191 h. The date of the notice and order; and

192 i. Notice of the right to contest the notice and order, ~~as provided in subsection F of this~~  
193 section

194 (3) A notice and order may be amended at any time to correct clerical errors. An amendment  
195 made pursuant to this subsection shall not affect the validity or effective date of the original  
196 notice and order.

197 (4) The notice and order shall be served upon all persons identified in the notice and order by one  
198 of the following methods:

199 a. By personal service;

200 b. By certified mail, sent to the last known address of all the persons identified in the  
201 notice and order; or

202 c. If the address of all persons identified in the notice and order is unknown, by posting a  
203 copy of the notice and order in a conspicuous place at the site of the violation.

204 (b) Warning Notice as an Alternative to Notice and Order.

205 (1) As an alternative to issuing a notice and order, the director may issue a warning notice to the  
206 owner or operator of the source of the violation, the person in possession of the property where  
207 the violation originates and/or the person otherwise causing or responsible for the violation of  
208 this chapter if, in the opinion of the director, the apparent violation can be voluntarily corrected  
209 within a reasonable amount of time. A warning notice is a communication by the director  
210 containing recommended actions that may be taken by the person(s) responsible for an apparent  
211 violation in order to potentially avoid the issuance of a notice and order.

212 (2) The warning notice shall include the following information:

213 a. The name(s) of the person(s) determined to be responsible for the apparent violation:

214 b. The address or legal description of the real property on which the apparent violation  
215 exists or has occurred;

216 c. A description of the apparent violation, including the specific provision of this chapter  
217 which appears to have been violated;

218 d. If applicable, a brief description of any activity which is causing the apparent violation  
219 to exist or occur;

220 e. A description of any recommended corrective action;

221 f. A deadline by which corrective action should be completed in order to avoid issuance  
222 of a notice and order;

223 g. The signature and written name of the city official issuing the warning notice;

224 h. The contact information for the city's designated contact person or office to which  
225 questions regarding the warning notice may be directed; and

226 i. The date of the warning notice

227 (3) A warning notice may be amended at any time to correct clerical errors. An amendment made  
228 pursuant to this subsection shall not affect the validity or effective date of the original warning  
229 notice.

230 (4) The warning notice shall be served upon the responsible person(s) by one of the following  
231 methods:

232 a. By personal service;

233 b. By certified mail, sent to the last known address of the responsible person(s); or

234 c. If the address of the responsible person(s) is unknown, by posting a copy of the  
235 warning notice in a conspicuous place at the site of the apparent violation.

236 (5) The recipient(s) of a warning notice shall respond to the notice within 30 calendar days from  
237 the date of receiving the notice unless the notice specifies a different time period. The  
238 recipient(s) may respond to a warning notice once in any of the following ways:

239 a. Cure the Apparent Violation in a Timely Manner. The recipient(s) of a warning notice  
240 may cure the apparent violation described in the notice within the time period specified  
241 in the notice. In such event, the recipient shall promptly notify the city when the  
242 apparent violation has been cured, and the city shall promptly inspect the site for  
243 compliance.

244 b. Request for Alternative Corrective Action. The recipient(s) of a warning notice may  
245 submit a written request to the city proposing an alternative to the city's recommended  
246 corrective action to cure the apparent violation. The request shall describe the proposed

247 alternative correction action and how it is functionally equivalent to the corrective action  
248 recommended by the city. The director may agree to the request for an alternative  
249 corrective action. The director's decision to grant, deny, or partially grant a request for an  
250 alternative corrective action shall be in writing. If the violation is not cured, the director  
251 may issue a notice and order as provided in subsection A of this section.

252 c. Request Additional Time. The recipient(s) of a warning notice may submit a written  
253 request to the city requesting additional time to cure the apparent violation. Any such  
254 request shall explain why the circumstances surrounding the apparent violation support  
255 the request for additional time. The request shall propose a timeline or schedule  
256 pursuant to which the responsible person(s) will cure the apparent violation. The director  
257 may agree to a reasonable proposal requesting additional time. The director's decision to  
258 grant, deny, or partially grant a request for additional time shall be in writing. If the  
259 violation is not cured by the new deadline, the director may issue a notice and order as  
260 provided in subsection A of this section.

261 d. Contest the Warning Notice. The recipient(s) of a warning notice may contest the  
262 accuracy, validity, or appropriateness of the notice by requesting the director amend the  
263 warning by providing a written request to the director within 30 calendar days from the  
264 date of receiving the warning notice. Any such request is limited to one opportunity.

265 (6) The director may issue a notice and order for a violation of this chapter irrespective of any  
266 previous issuance of a warning notice regarding the violation.

**Chapter 20.24**

**STORMWATER MANAGEMENT**

Sections:

20.24.010 Applicability

20.24.020 Definitions.

20.24.030 Adoption of standard.

20.24.040 Low impact development.

20.24.050 Long-term stormwater facility operation and maintenance.

20.24.060 Requirement to implement best management practices.

20.24.070 Inspection.

20.24.080 Enforcement.

**20.24.010 Applicability**

This chapter applies to all development, redevelopment, and construction site activities where stormwater drains directly or indirectly into the city of Fircrest’s municipal storm sewer system. This chapter applies to both private and public development, including roads. (Ord. 1640 § 2, 2019).

**20.24.020 Definitions.**

(a) For all development, redevelopment, and construction site activities, the definitions published in Appendix 1 of the current Western Washington Phase II municipal stormwater permit shall govern.

(b) In this chapter, “director” means the public works director appointed under Chapter 2.34 FMC. (Ord. 1640 § 2, 2019).

**20.24.030 Adoption of standard.**

(a) All new development, redevelopment, and construction site activities will be subject to the thresholds and minimum requirements published in Appendix 1 of the current Western Washington Phase II municipal stormwater permit.

(b) The city adopts as its standard for use in regulating the stormwater element for development, redevelopment, and construction site activities within the city the document entitled “Stormwater Management Manual for Western Washington.” The city shall incorporate into this manual, upon their

## Exhibit A

33 adoption by the Washington State Department of Ecology by due process, amendments and revisions to  
34 the document as they become effective.

35

36 A copy of the manual has been filed with the city clerk for use and examination by the public. (Ord. 1640  
37 § 2, 2019).

38

### 39 **20.24.040 Low impact development.**

40 Consistent with NPDES Western Washington Phase II municipal stormwater permit requirements, low  
41 impact development (LID) designs and LID BMPs shall be required to the maximum extent feasible based  
42 on site and soil conditions. Site assessment, planning, layout, and BMP design shall be in accordance with  
43 the current editions of the "Low Impact Development Technical Guidance Manual for Puget Sound"  
44 published by the Puget Sound Partnership and the "Stormwater Management Manual for Western  
45 Washington" published by the Washington State Department of Ecology. (Ord. 1640 § 2, 2019).

46

### 47 **20.24.050 Long-term stormwater facility operation and maintenance.**

48 (a) The person or persons holding title to the property shall remain responsible for the facility's continual  
49 performance, operation and maintenance in accordance with the standards and requirements of the  
50 current edition of the "Stormwater Management Manual for Western Washington," published by the  
51 Washington State Department of Ecology, and remain responsible for any liability as a result of these  
52 duties.

53

54 (b) The city is authorized to inspect a private stormwater drainage facility at least annually unless there  
55 are maintenance records justifying a different frequency pursuant to FMC 20.24.060. (Ord. 1640 § 2,  
56 2019).

57

### 58 **20.24.060 Requirement to implement best management practices.**

59 (a) Best management practices (BMPs) as specified in the Ecology Manual shall be applied to:

60 (1) Any activity that might result in a prohibited discharge; and

61 (2) All existing, new, and proposed businesses and commercial entities (including publicly and  
62 privately owned institutional, commercial, and industrial sites; multi-family sites and home-  
63 based businesses) that have the potential to discharge pollutants into the city's stormwater  
64 drainage system regardless of whether the property is covered under a separate NPDES permit.

65 a. Pollutants shall be controlled by implementing appropriate source control and/or  
66 treatment BMPs as specified in the Ecology Manual.

67 b. Pollutants associated with land uses or activities not addressed in the Ecology Manual  
68 shall be controlled using BMPs reviewed and accepted by the city.

Exhibit A

69 (b) If, upon inspection of existing BMPs, the director determines that the BMPs are inadequate at  
70 controlling prohibited discharges or pollutants, the director may require any person responsible for a  
71 property or premises which is, or may be, the source of a prohibited discharge or pollutant to  
72 implement, at their own expense, additional BMPs to prevent the further discharge of prohibited  
73 discharges or pollutants into the stormwater drainage system.

74 (c) Failure to implement or maintain the required BMPs shall constitute a violation of this chapter and  
75 enforced as provided in Section 20.24.080.

76

77 **20.24.070 Inspection.**

78 (a) Authority. Whenever implementing the provisions of this chapter or whenever there is cause to  
79 believe that a violation of this chapter has been or is being committed, the city's inspector is authorized  
80 to inspect, during regular working hours and at other reasonable times, all new development,  
81 redevelopment, and construction sites within Fircrest to determine compliance with the provisions of this  
82 chapter. The city shall have the authority to periodically inspect private stormwater facilities for  
83 compliance with this chapter, and the city shall have the authority to inspect sources of prohibited  
84 stormwater discharges and pollutants and BMPs.

85

86 (b) Inspection Procedures.

87

88 (1) Prior to making any inspections on private property, the inspector shall present identification  
89 credentials, state the reason for the inspection and request entry. Any private landowner  
90 engaging in new development, redevelopment, or construction activities as defined under this  
91 chapter must, as a condition of the building permit required for such development, consent to  
92 the creation of an easement for purposes of ingress and egress for inspection of the site.

93

94 (2) If the property or any building or structure on the property is unoccupied, the inspector shall  
95 first make a reasonable effort to locate the owner or other person(s) having charge or control of  
96 the property or portions of the property and request entry.

97

98 (3) If after reasonable effort the inspector is unable to locate the owner or other person(s) having  
99 charge or control of the property, and has reason to believe the condition of the stormwater  
100 system creates an imminent hazard to persons or property, the inspector may enter.

101

102 (4) Unless entry is consented to by the owner or person(s) in control of the property or portion of  
103 the property or unless conditions are reasonably believed to exist which create imminent hazard,  
104 the inspector shall obtain a search warrant, prior to entry, as authorized by the laws of the state  
105 of Washington.



Exhibit A

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(5) The inspector may inspect the stormwater system without obtaining a search warrant provided for in subsection (b)(4) of this section, provided the inspection can be conducted while remaining on public property or other property on which permission to enter is obtained.

(6) Inspection of private stormwater facilities may include the following activities:

- a. Inspection, sampling, and testing of any constructed stormwater facility for the purpose of determining compliance with standards for inspection, maintenance, or repair adopted by the director and applicable to the facility;
- b. Investigation of the integrity of any constructed stormwater facility components using any appropriate test deemed necessary, including, but not limited to, dye or smoke testing or video surveys;
- c. Creation of records reasonably necessary to document conditions related to compliance with the standards described above, including but not limited to photographs, video, measurements, and drawings; and
- d. Inspection and copying of nonconfidential records relating to inspection, maintenance, or repair of the constructed stormwater facilities.

(7) Inspections of sources of prohibited stormwater discharges and pollutants and BMPs may include, but are not limited to:

- a. Examination of vehicles, trailers, tanks, or mobile or stationary equipment which could cause a prohibited discharge;
- b. Inspection, sampling, and testing any area, discharge, metal, or drainage facility for the purpose of determining the potential for contribution of pollutants to drainage facilities or waters of the state;
- c. Screening for and/or tracking illicit discharges or illicit connections;
- d. Inspecting land uses and potential pollution-generating activities to ensure that appropriate source control BMPs are implemented and maintained;
- e. Investigation of the integrity of drainage facilities on the premises using appropriate tests including but not limited to dye or smoke testing or video surveys;
- f. Creating records reasonably necessary to document conditions related to stormwater pollution or BMPs implemented on the premises, including but not limited to photographs, video, measurements and drawings; and

Exhibit A

139 g. Inspection and copying of nonconfidential records relating to site activity or processes  
140 presently or previously occurring, including but not limited to safety data sheets,  
141 stormwater pollution prevention plans, spill response plans, hazardous waste manifests,  
142 drainage inspection records, state or federal stormwater permits, or other records related  
143 to prohibited connections or discharges.

144 (8) The director shall have the right to set up devices on any premises as are necessary in the director's  
145 opinion to conduct monitoring or sampling of discharge from stormwater facilities.

146 (9) Any temporary or permanent obstruction to the safe and easy access to the premises and any  
147 stormwater facility to be inspected and/or sampled shall be promptly removed by the property owner  
148 at the written or oral request of the director. The director may follow up oral requests with written  
149 requests if the obstruction is not removed. Such obstructions shall not be replaced. The costs of  
150 removing obstructions shall be borne by the property owner.

151

152 (c) Inspection Requirements. The director is authorized to develop inspection procedures and  
153 requirements, including checklists, for all stormwater facilities in the city of Fircrest. (Ord. 1640 § 2,  
154 2019). The director has the right to require the property owner to install monitoring equipment as  
155 necessary to ensure compliance with this chapter. Sampling and monitoring equipment shall be  
156 maintained at all times in a safe and proper operating condition at the property owner's expense. All  
157 devices used to measure stormwater flow and water quality shall be calibrated to ensure their accuracy.  
158 The director shall maintain records of all notices and orders given, issued warnings, and inspections not  
159 taken place due to denial of access.

160

161 (d) Inspection Fees. Inspection fees shall be established by the city's master fee resolution.

162

163 **20.24.080 Enforcement.**

164 Any person violating the provisions of this chapter shall be subject to those penalties outlined in Chapter  
165 22.95 FMC. (Ord. 1640 § 2, 2019).

166 Additionally, the director is authorized to enforce the provisions of this chapter utilizing the procedures as  
167 outlined below.

168 (a) Notice and Order to Cease Violation.

169 (1) Whenever the director has reason to believe that a condition exists in violation of this  
170 chapter, rules, regulations, or standards required hereunder, the director may cause a notice and  
171 order to be issued to either the owner or operator of the source of this violation, the person in  
172 possession of the property where the violation originates, and/or the person otherwise causing  
173 or responsible for the violation, which may include an order to immediately cease the activity  
174 causing the violation or take another action to abate the violation.

175 (2) The notice and order shall include the following information:

## Exhibit A

- 176 a. The name(s) of the person(s) determined to be responsible for the violation and/or the  
177 owner of the property where the violation is occurring or has occurred;
- 178 b. The address or legal description of the real property on which the violation exists or  
179 occurred;
- 180 c. A description of the conditions found to be in violation, including the specific provision  
181 of this chapter which has been violated;
- 182 d. If applicable, a brief description of any activity which is causing the violation to exist or  
183 occur;
- 184 e. A statement of the corrective action required to be taken. If a director has determined  
185 that corrective work is required, the order shall require that all required permits be  
186 secured, that work physically be commenced and that the work be completed within  
187 such times as a director determines are reasonable under the circumstances;
- 188 f. The signature and written name of the city official issuing the notice and order;
- 189 g. The contact information for the city's designated contact person or office to which  
190 questions regarding the notice and order may be directed;
- 191 h. The date of the notice and order; and
- 192 i. Notice of the right to contest the notice and order.

193 (3) A notice and order may be amended at any time to correct clerical errors. An amendment  
194 made pursuant to this subsection shall not affect the validity or effective date of the original  
195 notice and order.

196 (4) The notice and order shall be served upon all persons identified in the notice and order by one  
197 of the following methods:

- 198 a. By personal service;
- 199 b. By certified mail, sent to the last known address of all the persons identified in the  
200 notice and order; or
- 201 c. If the address of all persons identified in the notice and order is unknown, by posting a  
202 copy of the notice and order in a conspicuous place at the site of the violation.

203 (b) Warning Notice as an Alternative to Notice and Order.

204 (1) As an alternative to issuing a notice and order, the director may issue a warning notice to the  
205 owner or operator of the source of the violation, the person in possession of the property where  
206 the violation originates and/or the person otherwise causing or responsible for the violation of  
207 this chapter if, in the opinion of the director, the apparent violation can be voluntarily corrected  
208 within a reasonable amount of time. A warning notice is a communication by the director  
209 containing recommended actions that may be taken by the person(s) responsible for an apparent  
210 violation in order to potentially avoid the issuance of a notice and order.

Exhibit A

- 211 (2) The warning notice shall include the following information:
- 212 a. The name(s) of the person(s) determined to be responsible for the apparent violation;
  - 213 b. The address or legal description of the real property on which the apparent violation  
214 exists or has occurred;
  - 215 c. A description of the apparent violation, including the specific provision of this chapter  
216 which appears to have been violated;
  - 217 d. If applicable, a brief description of any activity which is causing the apparent violation  
218 to exist or occur;
  - 219 e. A description of any recommended corrective action;
  - 220 f. A deadline by which corrective action should be completed in order to avoid issuance  
221 of a notice and order;
  - 222 g. The signature and written name of the city official issuing the warning notice;
  - 223 h. The contact information for the city's designated contact person or office to which  
224 questions regarding the warning notice may be directed; and
  - 225 i. The date of the warning notice

226 (3) A warning notice may be amended at any time to correct clerical errors. An amendment made  
227 pursuant to this subsection shall not affect the validity or effective date of the original warning  
228 notice.

229 (4) The warning notice shall be served upon the responsible person(s) by one of the following  
230 methods:

- 231 a. By personal service;
- 232 b. By certified mail, sent to the last known address of the responsible person(s); or
- 233 c. If the address of the responsible person(s) is unknown, by posting a copy of the  
234 warning notice in a conspicuous place at the site of the apparent violation.

235 (5) The recipient(s) of a warning notice shall respond to the notice within 30 calendar days from  
236 the date of receiving the notice unless the notice specifies a different time period. The  
237 recipient(s) may respond to a warning notice once in any of the following ways:

238 a. Cure the Apparent Violation in a Timely Manner. The recipient(s) of a warning notice  
239 may cure the apparent violation described in the notice within the time period specified  
240 in the notice. In such event, the recipient shall promptly notify the city when the  
241 apparent violation has been cured, and the city shall promptly inspect the site for  
242 compliance.

243 b. Request for Alternative Corrective Action. The recipient(s) of a warning notice may  
244 submit a written request to the city proposing an alternative to the city's recommended  
245 corrective action to cure the apparent violation. The request shall describe the proposed

Exhibit A

246 alternative correction action and how it is functionally equivalent to the corrective action  
247 recommended by the city. The director may agree to the request for an alternative  
248 corrective action. The director's decision to grant, deny, or partially grant a request for an  
249 alternative corrective action shall be in writing. If the violation is not cured, the director  
250 may issue a notice and order as provided in subsection A of this section.

251 c. Request Additional Time. The recipient(s) of a warning notice may submit a written  
252 request to the city requesting additional time to cure the apparent violation. Any such  
253 request shall explain why the circumstances surrounding the apparent violation support  
254 the request for additional time. The request shall propose a timeline or schedule  
255 pursuant to which the responsible person(s) will cure the apparent violation. The director  
256 may agree to a reasonable proposal requesting additional time. The director's decision to  
257 grant, deny, or partially grant a request for additional time shall be in writing. If the  
258 violation is not cured by the new deadline, the director may issue a notice and order as  
259 provided in subsection A of this section.

260 d. Contest the Warning Notice. The recipient(s) of a warning notice may contest the  
261 accuracy, validity, or appropriateness of the notice by requesting the director amend the  
262 warning by providing a written request to the director within 30 calendar days from the  
263 date of receiving the warning notice. Any such request is limited to one opportunity.

264 (6) The director may issue a notice and order for a violation of this chapter irrespective of any  
265 previous issuance of a warning notice regarding the violation.

**FIRCREST CITY COUNCIL AGENDA SUMMARY**

**February 14, 2023**

**NEW BUSINESS: Ordinance Solid Waste Rate Increase  
ITEM: 13A**

**FROM: Colleen Corcoran, Interim City Manager**

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**RECOMMENDED MOTION: I move to adopt Ordinance No. \_\_\_\_\_, amending Section 1 of Ordinance No. 1682 and Fircrest Municipal Code 6.08.130 relating to the schedule of rates and charges for solid waste collection.**

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**PROPOSAL:** The Council is being asked to approve the proposed ordinance setting new solid waste rates effective March 1, 2023.

**FISCAL IMPACT:** The changes included:

- 10.1% adjustment based on the June-to-June CPI-U
- Disposal rate increase of 2.87% from \$166.45 to \$171.23
- Commodity Fee decrease from 4.06% to 0.83%

**ADVANTAGE:** Updates FMC 6.08.130 to reflect the rate increases.

**DISADVANTAGES:** Garbage rate increase to Fircrest residents.

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

**HISTORY:** The City has had a long-standing relationship with Westside Disposal for refuse services. The current contract commenced on June 1, 1998 and terminates May 31, 2030.

**ATTACHMENTS:** [Ordinance](#)  
[Westside Disposal Letter](#)  
[Pierce County Letter LRI Disposal Rate Letter](#)  
[June-to June CPI](#)  
[Rate Worksheet](#)

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON, AMENDING SECTION 1 OF  
ORDINANCE NO. 1682 AND FIRCREST MUNICIPAL CODE  
("FMC") 6.08.130 RELATING TO THE SCHEDULE OF RATES  
AND CHARGES FOR SOLID WASTE COLLECTIONRIES;  
PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN  
EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Fircrest seeks to adopt new rates and charges for solid waste collectionaries; and

**WHEREAS**, the City Council of the City of Fircrest determined it is in the City's best interest to amend Section 1 of Ordinance No. 1682 and Fircrest Municipal Code (FMC) Section 6.08.130 regarding the schedule of rates and charges for solid waste collectionaries.

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

**Section 1.** Section 1 of Ordinance No. 1682 and FMC Section 6.08.130 are hereby amended to read as follows:

6.08.130 Schedule of rates and charges.

Changes shall be made in accordance with the following schedule, which is a 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 without taxes. All taxes required to be paid by any state, federal or local law shall be in addition to the rates as set forth below. No other charges, fees, or taxes will be charged to the customer or the City. 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.

| <u>Type of Service</u>   | <u>Pickup Frequency</u> | <u>Charge</u> | <u>Monthly Rate</u><br><u>Commodity</u><br><u>Base Rate</u> |
|--|-------------------------|---------------|---|
| Garbage toter rates below include up to 3 Yard Waste and 1 Recycling toters. |                         |               |   |
| 12 gal. Garbage Toter, curb  | Weekly                  | 0.17          | 20.94   |

|    |  |                  |      |       |
|----|--|------------------|------|-------|
| 1  | 24 gal. Garbage Toter, curb  | Every-other week | 0.16 | 19.44 |
|    | 24 gal. Garbage Toter, curb  | Weekly           | 0.25 | 30.52 |
| 2  | 48 gal. Garbage Toter, curb  | Every-other week | 0.23 | 27.97 |
|    | 48 gal. Garbage Toter, curb  | Weekly           | 0.35 | 42.20 |
| 3  | 64 gal. Garbage Toter , curb   | Every-other week | 0.29 | 35.00 |
| 4  | 64 gal. Garbage Toter,curb   | Weekly           | 0.41 | 49.52 |
| 5  | 96 gal. Garbage Toter,curb   | Weekly           | 0.54 | 64.63 |
| 6  | <u>Off Curb Recycling Toter per unit (does not apply to accounts charged for Multi-family Recycling)</u> |                  |      |       |
|    |  |                  | 0.15 | 17.42 |
| 7  | <u>Off-curb Garbage Charge (add to toter rate above) per toter</u>                                       |                  |      |       |
| 8  | Up to 50' off-curb   |                  | 0.08 | 9.95  |
|    | Up to 100' off-curb  |                  | 0.12 | 14.17 |
| 9  | Over 100' off-curb   |                  | 0.17 | 19.85 |
| 10 | 32 gallon Occasional Extra Garbage   |                  |      |       |
| 11 | Tags:  |                  | 0.08 | 9.11  |
| 12 | Yard Waste Toter, 64 or 96 gal., per unit  |                  | 0.04 | 5.37  |
| 13 | Late Payment Fee Minimum   |                  | 0.05 | 5.45  |
| 14 | Customer stop and restart fee:   |                  | 0.13 | 16.18 |
| 15 | Toter redelivery fee   |                  | 0.13 | 16.18 |
| 16 | Return trip charge:  |                  | 0.13 | 16.18 |
| 17 |  |                  |      |       |
| 18 | <u>Special pickups (requiring a special trip), per pickup</u>  |                  |      |       |
| 19 | <u>applies only to every-other week customers</u>  |                  |      |       |
| 20 | 12 gal. garbage toter  |                  | 0.15 | 19.39 |
|    | 24 gal. garbage toter  |                  | 0.17 | 20.40 |
| 21 | 48 gal. garbage toter  |                  | 0.20 | 24.21 |
| 22 | 64 gal. garbage toter  |                  | 0.25 | 30.46 |
|    | 96 gal. garbage toter  |                  | 0.33 | 39.76 |
| 23 | 64 & 96 gal. yard waste toter  |                  | 0.16 | 19.40 |
| 24 | <u>Extra on-route, off-week pickups (not requiring a special trip), per pickup</u>                       |                  |      |       |
| 25 | <u>applies only to every-other week customers</u>  |                  |      |       |
| 26 | 24 gallon garbage toter  |                  | 0.05 | 5.77  |
|    | 48 gallon garbage toter  |                  | 0.09 | 10.86 |
| 27 | 64 gallon garbage toter  |                  | 0.12 | 14.46 |
| 28 |  |                  |      |       |
| 29 |  |                  |      |       |
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**Commercial Containers Service**

|   |        |      |        |
|---|--------|------|--------|
| Multiply rate X number of pickups per week              |        |      |        |
| 1 cubic yard  | Weekly | 1.02 | 122.18 |
| 1.5 cubic yard  | Weekly | 1.36 | 163.31 |
| 2 cubic yard  | Weekly | 1.69 | 202.55 |
| 3 cubic yard  | Weekly | 2.55 | 306.57 |
| 4 cubic yard  | Weekly | 3.15 | 377.48 |
| 6 cubic yard  | Weekly | 4.76 | 570.96 |
| Special, Occasional and Return trip Pickups, per pickup |        |      |        |
| 1 cubic yard  |        | 0.31 | 36.99  |
| 1.5 cubic yard  |        | 0.39 | 47.20  |
| 2 cubic yard  |        | 0.48 | 57.64  |
| 3 cubic yard  |        | 0.66 | 78.84  |
| 4 cubic yard  |        | 0.83 | 99.42  |
| 6 cubic yard  |        | 1.17 | 140.07 |
| Multi-family recycling charge, per unit:                |        | 0.06 | 7.19   |
| <u>Special Collection Services</u>                      |        |      |        |
| Truck & driver - per hour                               |        | 1.07 | 127.82 |
| Each additional man:                                    |        | 0.46 | 54.98  |

**Section 2. Corrections.** The City Clerk and codifiers of the ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**Section 3. Severability.** If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such invalidity shall not affect the validity or effectiveness of the remaining portions of this ordinance.

**Section 4. Summary, Publication, and Effective Date.** This Ordinance or a summary thereof consisting of the title, shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after its adoption and publication as required by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON,** at a regular meeting thereof this 14th day of February 2023.

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APPROVED:

\_\_\_\_\_  
\_ Brett L. Wittner, Mayor

ATTEST:

\_\_\_\_\_  
Jayne Westman, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney



Colleen Corcoran, Interim City Manager  
 City of Fircrest  
 115 Ramsdell St.  
 Fircrest WA 98466

December 8, 2022

Re: Annual Rate Adjustment, effective 3-1-23

Ms. Corcoran-

Enclosed you will find documentation regarding our request for the annual rate adjustment. The adjustment is made up of three parts:

- **Disposal Tip Fee** charged to us by LRI, will be going from the current \$166.45 to \$171.23 per ton, an increase of \$4.78 per ton or 2.87%. This increase becomes effective March 1, 2023.
- **CPI adjustment** as allowed in Section 35.A. in our contract is based on the June - June CPI-U. The contract requires that the prior year disposal fee component amount be subtracted first, the remaining amount is then multiplied times 1 plus the CPI percent change June – June. The CPI percent change this year is 10.1%.
- **Recycling Commodities Surcharge** decrease from 4.06% to 0.83%

Rate Examples (taxes not included):

| Garbage Service Level | Pickup Frequency | Current Rate 3-1-22 | Proposed Rate 3-1-23 | Adjustment Amount | Adjustment Percent | Recy. Comm. Surcharge 0.83% |
|-----------------------|------------------|---------------------|----------------------|-------------------|--------------------|-----------------------------|
| 12 gal garbage cart   | 1 x per week     | \$19.31             | \$20.94              | \$1.63            | 8.5%               | \$0.17                      |
| 24 gal garbage cart   | Every other week | \$17.94             | \$19.44              | \$1.51            | 8.4%               | \$0.16                      |
| 64 gal garbage cart   | Every other week | \$32.40             | \$35.00              | \$2.59            | 8.0%               | \$0.29                      |
| 1 yd container        | 1 x per week     | \$114.14            | 122.18               | \$8.04            | 7.0%               | \$1.02                      |

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

Sincerely,

Michael Gruener  
 Asst. General Manager  
 Westside Disposal

## PROPOSED RATES BY COMPONENT

Pursuant to the Agreement, the Department has calculated the following changes to solid waste tipping fees for the period March 1, 2023 to February 28, 2024:

| Components   | Effective Until<br>2/28/23 | Effective Starting<br>3/1/23 | Change        |
|--|----------------------------|------------------------------|---------------|
| Component A – Transfer Facilities, Recycling, and Transportation   | \$52.34                    | \$56.84                      | \$4.50        |
| Component B – County Diversion Program                             | \$31.72                    | \$25.27                      | (\$6.46)      |
| Component C – Disposal Services                                    | \$65.89                    | \$71.87                      | \$5.98        |
| Component D – Community Solid Waste Reduction and Support Programs | \$1.37                     | \$3.60                       | \$2.23        |
| County Administrative Cost Component                               | \$15.13                    | \$13.65                      | (\$1.48)      |
| <b>System Base Rate</b> (expressed on a dollars per ton basis)     | <b>\$166.45</b>            | <b>\$171.23</b>              | <b>\$4.78</b> |
| <b>Percentage Increase</b>   |                            |                              | <b>2.87%</b>  |

### Components Explained

Pierce County Recycling, Composting and Disposal LLC d/b/a/ LRI (LRI) retains revenue from three components to operate the regional solid waste handling, disposal, and composting system.

Component A relates to the operation of solid waste transfer stations and recycling facilities; and costs to move waste from remote transfer stations to the LRI Landfill.

Component B is a charge on all solid waste disposal customers that subsidizes LRI’s offering of free yard waste composting to residents and businesses under one ton. Starting in January 2021 loads over one ton were charged a fee set by LRI. These services occur at a County-owned/Company-operated composting facility near Gig Harbor, at Company-owned/operated composting facilities on South Hill and in Thurston County, and as needed, at third party-facilities located outside Pierce County.

Component C funds the disposal of waste in the LRI Landfill.

Component D costs are those deemed by the County as “Solid Waste Reduction and Support Programs.” LRI retains all this revenue with the review and concurrence of Pierce County. For 2023-2024, these include three items:

- Acceptance of debit and credit cards for payment at the transfer stations. (The Agreement allows LRI to recoup costs imposed by the banks and credit processing companies.)
- The pre-purchase of 2,000 tons of disposal capacity used primarily by the Planning and Public Works Department for the disposal of roadside litter.
- Capital projects - The Prairie Ridge and Purdy projects are making improvements

to County-owned facilities.

The County Administrative Cost Component is the portion of rates returned to the Planning and Public Works Department to fund Waste Reduction & Recycling, Environmental Education, and Code Enforcement programs, and to pay an “in-lieu-of-permit” fee to the Tacoma-Pierce County Health Department.

## CONSUMER PRICE INDEXES PACIFIC CITIES AND U. S. CITY AVERAGE JUNE 2022

(All items indexes. 1982-84=100 unless otherwise noted. Not seasonally adjusted.)

| 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  |          |
|   | Jun 2021                    | May 2022 | Jun 2022 | May 2022       | Jun 2022        | Jun 2022 | Jun 2021  | May 2022 | Jun 2022 | May 2022       | Jun 2022        | Jun 2022 |
| U. S. City Average.....                                 | 271.696                     | 292.296  | 296.311  | 8.6            | 9.1             | 1.4      | 266.412   | 288.022  | 292.542  | 9.3            | 9.8             | 1.6      |
| West.....   | 288.263                     | 309.645  | 313.496  | 8.3            | 8.8             | 1.2      | 281.156   | 303.091  | 307.063  | 8.8            | 9.2             | 1.3      |
| West – Size Class A <sup>1</sup> .....                  | 296.099                     | 318.204  | 322.591  | 8.3            | 8.9             | 1.4      | 287.244   | 309.644  | 314.046  | 8.6            | 9.3             | 1.4      |
| West – Size Class B/C <sup>2</sup> .....                | 168.425                     | 180.810  | 182.790  | 8.4            | 8.5             | 1.1      | 169.071   | 182.269  | 184.457  | 9.0            | 9.1             | 1.2      |
| Mountain <sup>3</sup> .....                             | 112.731                     | 122.454  | 123.933  | 9.4            | 9.9             | 1.2      | 113.667   | 123.826  | 125.518  | 9.8            | 10.4            | 1.4      |
| Pacific <sup>3</sup> .....                              | 111.751                     | 119.543  | 121.046  | 8.0            | 8.3             | 1.3      | 112.598   | 120.960  | 122.522  | 8.5            | 8.8             | 1.3      |
| Los Angeles-Long Beach-Anaheim, CA.....                 | 289.218                     | 310.649  | 314.072  | 8.0            | 8.6             | 1.1      | 280.687   | 301.960  | 305.577  | 8.2            | 8.9             | 1.2      |
| BI-MONTHLY DATA<br>(Published for odd months)           | Indexes                     |          |          | Percent Change |                 |          | Indexes   |          |          | Percent Change |                 |          |
|   |                             |          |          | Year ending    | 2 Months ending |          |   |          |          | Year ending    | 2 Months ending |          |
|   | May 2021                    | Mar 2022 | May 2022 | Mar 2022       | May 2022        | May 2022 | May 2021  | Mar 2022 | May 2022 | Mar 2022       | May 2022        | May 2022 |
| Riverside-San Bernardino-Ontario, CA <sup>3</sup> ..... | 113.222                     | 122.127  | 123.893  | 10.0           | 9.4             | 1.4      | 113.749   | 122.861  | 124.853  | 9.9            | 9.8             | 1.6      |
| San Diego-Carlsbad, CA.....                             | 317.141                     | 339.852  | 343.502  | 7.9            | 8.3             | 1.1      | 300.413   | 324.430  | 327.997  | 8.8            | 9.2             | 1.1      |
| Urban Hawaii.....                                       | 296.559                     | 312.158  | 317.207  | 7.5            | 7.0             | 1.6      | 294.433   | 309.323  | 314.884  | 7.3            | 6.9             | 1.8      |
| BI-MONTHLY DATA<br>(Published for even months)          | Indexes                     |          |          | Percent Change |                 |          | Indexes   |          |          | Percent Change |                 |          |
|   |                             |          |          | Year ending    | 2 Months ending |          |   |          |          | Year ending    | 2 Months ending |          |
|   | Jun 2021                    | Apr 2022 | Jun 2022 | Apr 2022       | Jun 2022        | Jun 2022 | Jun 2021  | Apr 2022 | Jun 2022 | Apr 2022       | Jun 2022        | Jun 2022 |
| Phoenix-Mesa-Scottsdale, AZ <sup>4</sup> .....          | 153.672                     | 167.396  | 172.643  | 11.0           | 12.3            | 3.1      | 152.744   | 167.209  | 172.827  | 11.5           | 13.1            | 3.4      |
| San Francisco-Oakland-Hayward, CA.....                  | 309.497                     | 324.878  | 330.539  | 5.0            | 6.8             | 1.7      | 304.971   | 322.021  | 328.137  | 6.5            | 7.6             | 1.9      |
| Seattle-Tacoma-Bellevue, WA.....                        | 296.573                     | 316.525  | 326.656  | 9.1            | 10.1            | 3.2      | 293.607   | 310.928  | 321.626  | 8.5            | 9.5             | 3.4      |
| Urban Alaska.....                                       | 239.296                     | 251.041  | 268.916  | 7.5            | 12.4            | 7.1      | 237.705   | 251.441  | 265.859  | 7.7            | 11.8            | 5.7      |

1 Population over 2,500,000    2 Population 2,500,000 and under, Dec 1996 = 100    3 Dec 2017=100    4 Dec 2001=100

**NOTE:** In January 2018, BLS introduced a new geographic area sample for the Consumer Price Index (CPI): [www.bls.gov/regions/west/factsheet/2018cpirevisionwest.pdf](http://www.bls.gov/regions/west/factsheet/2018cpirevisionwest.pdf)

1967=100 base year indexes and tables with semiannual and annual average data are available at: [www.bls.gov/regions/west/factsheet/consumer-price-index-data-tables.htm](http://www.bls.gov/regions/west/factsheet/consumer-price-index-data-tables.htm)

Release date July 13, 2022. The next release date is scheduled for August 10, 2022. For questions, please contact us at [BLInfoSF@bls.gov](mailto:BLInfoSF@bls.gov) or (415) 625-2270.



## FIRCREST CITY COUNCIL AGENDA SUMMARY

**DATE:** 1/24/2023

**NEW BUSINESS:** South Orchard St (Center St to Holly Dr) Overlay Washington State Transportation Improvement Board (TIB) Agreement

**ITEM:** 13B

**FROM:** Tyler Bemis, Public Works Director

---

**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_\_, authorizing the Interim City Manager to execute a grant agreement with Washington State Transportation Improvement Board (TIB) in the amount of \$678,471 for a grind and overlay project on South Orchard Street from Center Street to Holly Drive on the two south bound lanes only.

---

**PROPOSAL:** The Council is being asked to authorize the Interim City Manager to execute an agreement with Washington State Transportation Improvement Board (TIB) to accept the grant in the amount of \$678,471.00 for funding the grind and overlay project on South Orchard Street from Center Street to Holly Drive on the two south bound lanes only.

**FISCAL IMPACT:** There is no budget in the 2023 Budget for this project. A budget amendment will be necessary. Staff is recommending that the \$75,385 necessary to cover the match funding requirement be funded using REET I.

**ADVANTAGE:** Allows the City to make the necessary improvements to this roadway and preserve the roadway surface.

**DISADVANTAGES:** None.

**ALTERNATIVES:** None

**HISTORY:** This project is on the City's adopted Six-year Transportation Improvement Plan that was approved by the Council in 2022. An application was submitted to Washington State Transportation Improvement Board in August of 2022. In the application the scope of the project was stated as overlay of South Orchard Street from 19<sup>th</sup> Street to Holly Drive including ADA curb ramps. On December 2, 2022 TIB awarded the grant for Center Street to Holly Drive only. This is a grind and overlay of the two southbound lanes only. This project includes the design phase which has not been completed.

**ATTACHMENTS:** [Resolution Agreement](#)  
[FY 2024 Funded Projects](#)







City of Fircrest  
3-P-130(004)-1  
2022 Overlay Award  
Multiple Locations

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
City of Fircrest  
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the 2022 Overlay Award, Multiple Locations (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Fircrest, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 90.0001 percent of approved eligible project costs up to the amount of \$678,471, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as



often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

## 5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

## 6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

## 7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

## 8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

## 9.0 DEFAULT AND TERMINATION

### 9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

### 9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

### 9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

### 9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

## 10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

## 11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.



## 12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

## 13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph 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, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

## 14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form  
Attorney General

By:

Signature on file

\_\_\_\_\_  
Guy Bowman  
Assistant Attorney General

Lead Agency

Transportation Improvement Board

\_\_\_\_\_  
Chief Executive Officer                      Date  
  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Executive Director                              Date  
  
\_\_\_\_\_  
Print Name



Transportation Improvement Board

# Project Funding Status Form

Agency Name: **FIRCREST**  
Project Name: **2022 Overlay Award  
Multiple Locations**

TIB Project Number: **3-P-130(004)-1**

Verify the information below and revise if necessary.

Return to: Transportation Improvement Board • PO Box 40901 • Olympia, WA 98504-0901

## PROJECT SCHEDULE

| Target Dates          |                    |                     |
|-----------------------|--------------------|---------------------|
| Construction Approval | Contract Bid Award | Contract Completion |
|                       |                    |                     |

## PROJECT FUNDING PARTNERS

List additional funding partners and amount.

| Funding Partners         | Amount        | Revised Funding |
|--------------------------|---------------|-----------------|
| FIRCREST                 | 75,386        |                 |
| WSDOT                    | 0             |                 |
|                          |               |                 |
|                          |               |                 |
|                          |               |                 |
|                          |               |                 |
|                          |               |                 |
|                          |               |                 |
|                          |               |                 |
|                          |               |                 |
| <b>TOTAL LOCAL FUNDS</b> | <b>75,386</b> |                 |

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

### City Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

### Financial Officer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

**FIRCREST CITY COUNCIL AGENDA SUMMARY**

**February 14, 2023**

**NEW BUSINESS:** Resolution to transfer Franchise Control from Rainier Connect North, LLC,  
**ITEM: 13C** a subsidiary of Mashell, Inc. to Alphaboost Purchaser, LLC

**FROM:** Colleen Corcoran, Interim City Manager

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**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_\_, authorizing the transfer of control of cable television franchise from Rainier Connect North, LLC, a subsidiary of Mashell, Inc. to Alphaboost Purchaser, LLC, a subsidiary of Palisade Diversified Infrastructure Fund No. 3.

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**PROPOSAL:** The Council is being asked to approve the resolution granting transfer of control of cable television franchise from Rainier Connect North, LLC, a subsidiary of Mashell Inc. to Alphaboost Purchaser, LLC, a subsidiary of Palisade Diversified Infrastructure Fund No. 3.

**FISCAL IMPACT:** None

**ADVANTAGE:** Authorizes the transfer of control per the terms of an Agreement and Plan of Merger dated December 6, 2022, between Rainier Connect North, LLC and Alphaboost Purchaser, LLC.

**DISADVANTAGES:** None

**ALTERNATIVE:** Not approve the resolution. If no action is taken with 120 days of application, the transfer of approval is deemed approved.

**HISTORY:** The City received the request for transfer of control on January 20, 2023.

**ATTACHMENTS:** [Resolution](#)  
[FCC 394 Application](#)



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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF FIRCREST, WASHINGTON, AUTHORIZING THE  
TRANSFER OF CONTROL OF CABLE TELEVISION  
FRANSHISE FROM RAINIER CONNECT NORTH, LLC, A  
SUBSIDIARY OF MASHELL, INC. TO ALPHABOOST  
PURCHASER, LLC, A SUBSIDIARY OF PALISADE  
DIVERSIFIED INFRASTRUCTURE FUND NO. 3.**

**WHEREAS**, Rainier Connect North, LLC currently holds a cable television franchise granted by the City of Fircrest authorizing Rainier Connect North, LLC to own and operate a cable television system within the City of Fircrest; and

**WHEREAS**, Rainier Connect North, LLC and Alphaboost Purchaser, LLC entered into an Agreement and Plan of Merger dated December 6, 2022; and

**WHEREAS**, all duties, rights, and responsibilities pertaining to the operation of the cable television system pursuant to the Franchise will continue in full force and effect; and

**WHEREAS**, FCC Form 394-Application for Franchise Authority Consent to Transfer Control of Cable Television Franchise was properly filed with the City of Fircrest.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST:**

**Section 1.** The City of Fircrest authorizes the transfer of control of cable television franchise from Rainier Connect North, LLC to Alphaboost Purchaser, LLC.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON**, at a regular meeting thereof this 14<sup>th</sup> day of February 2023.

APPROVED

\_\_\_\_\_  
Brett L. Wittner, Mayor

ATTEST:

\_\_\_\_\_  
Jayne Westman, City Clerk

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APPROVED AS TO FORM:

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City Attorney

January 19, 2023

***VIA UNITED STATES MAIL AND COURIER***

City of Fircrest  
115 Ramsdell Street  
Fircrest, Washington 98466-0699  
ATTN: City Manager

Re: Request for Approval of Transfer of Control – Franchise of Rainier Connect North, LLC

Dear Sir/Madam:

Enclosed is an FCC Form 394 requesting approval of a transfer of control of the cable television franchise to serve the City held by Rainier Connect North, LLC (“Franchisee”), a subsidiary of Mashell, Inc. (“Transferor”), to Alphaboost Purchaser, LLC (“Transferee”). Franchisee, Transferor and Transferee are collectively referred to as Applicants. The FCC Form 394 application includes the additional information required pursuant to Section 17.1(D) of the Franchise Agreement.

In addition, enclosed are the *confidential* Agreement and Plan of Merger and the *confidential* financial statements demonstrating Transferee’s financial qualifications submitted as Attachments A and B, respectively. Applicants respectfully request confidential treatment of these attachments, which are proprietary and confidential and are not available to the public. General dissemination of the information contained in the attachments would be harmful to the Applicants’ business interests.

The City has the authority to approve the transfer of control transaction. If action is not taken within 120 days of the date of this application, the transfer of control is deemed approved. The parties to the transfer of control request expedited consideration of this matter so that parties can close their transaction. We are including a draft consent resolution for your consideration. If acceptable, please sign and return an original after passage.

As detailed in the FCC Form 394, the transaction will result in Franchisee becoming an indirect subsidiary of Transferee. The transaction will not result in any change in the actual operations of Franchisee. Under new ownership, Franchisee will have additional resources available to allow it to enhance its operations. Such additional resources include new leadership that brings with it a wealth of experience in cable TV and telecommunications.

If you have any questions concerning this matter or the information that is provided, please contact the undersigned. A copy of this letter and the application is being provided to your attorney as a matter of courtesy in the hopes that this helps expedite the process.

Thank you for your consideration of this request.

Sincerely,

/s/ Richard A. Finnigan

Richard A. Finnigan  
Law Office of Richard A. Finnigan  
2112 Black Lake Blvd. SW  
Olympia, WA 98512  
Tel: (360) 956-7001  
[rickfinn@loacalaccess.com](mailto:rickfinn@loacalaccess.com)

*Counsel for Licensees and Transferor*

/s/ Danielle Burt

Danielle Burt  
Tanya Tiwari  
Niki Wasserman  
MORGAN, LEWIS & BOCKIUS LLP  
1111 Pennsylvania Ave. N.W.  
Washington, DC 20004-2541  
202-739-3000 (tel)  
202-739-3001 (fax)  
[danielle.burt@morganlewis.com](mailto:danielle.burt@morganlewis.com)  
[tanya.tiwari@morganlewis.com](mailto:tanya.tiwari@morganlewis.com)  
[niki.wasserman@morganlewis.com](mailto:niki.wasserman@morganlewis.com)

*Counsel for Transferee*

Cc: City Attorney  
Client (via e-mail)

**RESOLUTION CONSENTING TO A TRANSFER OF CONTROL OF FRANCHISE**

WHEREAS, Rainier Connect North, LLC (“Franchisee”) currently holds a cable television franchise (“Franchise”) granted by the City of Fircrest (“Municipality”) authorizing Franchisee to own and operate a cable television system in the Municipality;

WHEREAS, Pursuant to the terms of an Agreement and Plan of Merger, dated December 6, 2022 (“Agreement”) by and among Alphaboost Purchaser, LLC (“Transferee”), Mashell, Inc. (“Transferor”), Alphaboost Merger Sub, LLC (“Merger Sub”), and Brian Haynes (as Shareholder Representative), Merger Sub will merge with and into Transferor with Transferor continuing as the surviving entity. As a result of the Transaction, Transferor will be a direct, wholly-owned subsidiary of Transferee, and Franchisee will be an indirect, wholly-owned subsidiary of Transferee. Other than the transfer of control of Franchisee, the Franchise and all duties, rights and responsibilities pertaining to the operation of the cable television system pursuant to the Franchise, will continue unchanged in full force and effect;

WHEREAS, Transferor, Franchisee, and Transferee requested that Municipality consent, to the extent required, to the Transaction as described in the FCC Form 394 (Application for Franchise Authority Consent to Transfer of Control of Cable Television Franchise) filed with Municipality (“394 Application”); and

WHEREAS, Municipality has reviewed the 394 Application, and will consent to the transfer of control as described in the 394 Application.

NOW, THEREFORE, MUNICIPALITY RESOLVES:

1. Municipality consents to the transaction and resulting transfer of control of Franchisee and its Franchise.
2. Municipality confirms the Franchise is valid and in full force and effect.
3. The Clerk of Municipality is authorized to enter into, execute, and deliver on behalf of Municipality this consent, along with other documents as may be necessary evidencing this Resolution without further action by this governing body.

ADOPTED AND APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF FIRCREST

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

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

Title: \_\_\_\_\_

ATTEST:

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

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

Title: \_\_\_\_\_

**FCC 394**

**APPLICATION FOR FRANCHISE AUTHORITY  
CONSENT TO ASSIGNMENT OR TRANSFER OF CONTROL  
OF CABLE TELEVISION FRANCHISE**

FOR FRANCHISE AUTHORITY USE ONLY

**SECTION I. GENERAL INFORMATION**

|      |           |  |        |
|------|-----------|--|--------|
| DATE | 19-Jan-23 | 1. Community Unit Identification Number: | WA0585 |
|------|-----------|--|--------|

2. Application for:  Assignment of Franchise  Transfer of Control

|  |  |                              |
|--|--|------------------------------|
| 3. Franchising Authority:  |  | City of Fircrest, Washington |
| 4. Identify community where the system/franchise that is the subject of the assignment or transfer of control is located:  |  |                              |
| City of Fircrest, Washington   |  |                              |
| 5. Date system was acquired or (for system's constructed by the transferor/assignor) the date on which service was provided to the first subscriber in the franchise area: | 4/1/2020   |                              |
| 6. Proposed effective date of closing of the transaction assigning or transferring ownership of the system to transferee/assignee:   | As soon as the necessary regulatory approvals are obtained. Parties anticipate closing in Q4 2023. |                              |

7. Attach as an Exhibit a schedule of any and all additional information or material filed with this application that is identified in the franchise as required to be provided to the franchising authority when requesting its approval of the type of transaction that is the subject of this application.

Exhibit No.  
I.7

**PART I - TRANSFEROR/ASSIGNOR**

1. Indicate the name, mailing address, and telephone number of the transferor/assignor.

|   |       |          |                                   |
|---|-------|----------|-----------------------------------|
| Legal name of Transferor/Assignor (if individual, list last name first) |       |          |                                   |
| Mashell, Inc.   |       |          |                                   |
| Assumed name used for doing business (if any)                           |       |          |                                   |
| Mailing street address or P.O. Box                                      |       |          |                                   |
| 2516 S HOLGATE STREET   |       |          |                                   |
| City  | State | ZIP Code | Telephone No. (include area code) |
| Tacoma  | WA    | 98402    | (360) 832-4130                    |

2.(a) Attach as an Exhibit a copy of the contract or agreement that provides for the assignment or transfer of control (including any exhibits or schedules thereto necessary in order to understand the terms thereof). If there is only an oral agreement, reduce the terms to writing and attach. (Confidential trade, business, pricing or marketing information, or other information not otherwise publicly available, may be redacted).

Exhibit No.  
I.I.2(a)

(b) Does the contract submitted in response to (a) above embody the full and complete agreement between the transferor/assignor and the transferee/assignee?

Yes  No

If No, explain in an Exhibit.

Exhibit No.  
I.I.2(b)

PART II - TRANSFEREE/ASSIGNEE

1.(a) Indicate the name, mailing address, and telephone number of the transferee/assignee.

|   |       |          |                                   |
|---|-------|----------|-----------------------------------|
| Legal name of Transferee/Assignee (if individual, list last name first) |       |          |                                   |
| Alphaboost Purchaser, LLC   |       |          |                                   |
| Assumed name used for doing business (if any)                           |       |          |                                   |
| Mailing street address or P.O. Box                                      |       |          |                                   |
| 1 Rockefeller Plaza, 11th Floor   |       |          |                                   |
| City  | State | ZIP Code | Telephone No. (include area code) |
| New York  | NY    | 10020    | 929 562 2921                      |

(b) Indicate the name, mailing address, and telephone number of person to contact, if other than transferee/assignee.

|   |       |          |                                   |
|---|-------|----------|-----------------------------------|
| Name of contact person (list last name first) |       |          |                                   |
| See Exhibit I.II.1(c)                         |       |          |                                   |
| Firm or company name (if any)                 |       |          |                                   |
| Mailing street address or P.O. Box            |       |          |                                   |
| City  | State | ZIP Code | Telephone No. (include area code) |

(c) Attach as an Exhibit the name, mailing address, and telephone number of each additional person who should be contacted, if any.

|                          |
|--------------------------|
| Exhibit No.<br>I.II.1(c) |
|--------------------------|

(d) Indicate the address where the system's records will be maintained.

|                   |       |          |
|-------------------|-------|----------|
| Street address    |       |          |
| 2516 S HOLGATE ST |       |          |
| City              | State | ZIP Code |
| Tacoma            | WA    | 98402    |

2. Indicate on an attached exhibit any plans to change the current terms and conditions of service and operations of the system as a consequence of the transaction for which approval is sought.

|                       |
|-----------------------|
| Exhibit No.<br>I.II.2 |
|-----------------------|



**SECTION II. TRANSFEREE'S/ASSIGNEE'S LEGAL QUALIFICATIONS**

1. Transferee/Assignee is:

|                                      |                                   |  |
|--------------------------------------|-----------------------------------|--|
| <input type="checkbox"/> Corporation | a. Jurisdiction of incorporation: | d. Name and address of registered agent in jurisdiction: |
|                                      | b. Date of incorporation:         |  |
|                                      | c. For profit or not-for-profit:  |  |

|  |                                  |  |
|--|----------------------------------|--|
| <input type="checkbox"/> Limited Partnership | a. Jurisdiction in which formed: | c. Name and address of registered agent in jurisdiction: |
|  | b. Date of formation:            |  |

|  |  |                       |
|--|--|-----------------------|
| <input type="checkbox"/> General Partnership | a. Jurisdiction whose laws govern formation: | b. Date of formation: |
|--|--|-----------------------|

Individual

Other. Describe in an Exhibit.

|                     |
|---------------------|
| Exhibit No.<br>II.1 |
|---------------------|

2. List the transferee/assignee, and, if the transferee/assignee is not a natural person, each of its officers, directors, stockholders beneficially holding more than 5% of the outstanding voting shares, general partners, and limited partners holding an equity interest of more than 5%. Use only one column for each individual or entity. Attach additional pages if necessary. (Read carefully - the lettered items below refer to corresponding lines in the following table.)

- (a) Name, residence, occupation or principal business, and principal place of business. (If other than an individual, also show name, address and citizenship of natural person authorized to vote the voting securities of the applicant that it holds.) List the applicant first, officers, next, then directors and, thereafter, remaining stockholders and/or partners.
- (b) Citizenship.
- (c) Relationship to the transferee/assignee (e.g., officer, director, etc.).
- (d) Number of shares or nature of partnership interest.
- (e) Number of votes.
- (f) Percentage of votes.

|                  |  |  |
|------------------|--|--|
| (a)              |  |  |
| See Exhibit II.2 |  |  |
| (b)              |  |  |
| (c)              |  |  |
| (d)              |  |  |
| (e)              |  |  |
| (f)              |  |  |

3. If the applicant is a corporation or a limited partnership, is the transferee/assignee formed under the laws of, or duly qualified to transact business in, the State or other jurisdiction in which the system operates?  Yes  No

If the answer is No, explain in an Exhibit.

Exhibit No.  
II.3

4. Has the transferee/assignee had any interest in or in connection with an applicant which has been dismissed or denied by any franchise authority?  Yes  No

If the answer is Yes, describe circumstances in an Exhibit.

Exhibit No.  
N/A

5. Has an adverse finding been made or an adverse final action been taken by any court or administrative body with respect to the transferee/assignee in a civil, criminal or administrative proceeding, brought under the provisions of any law or regulation related to the following: any felony; revocation, suspension or involuntary transfer of any authorization (including cable franchises) to provide video programming services; mass media related antitrust or unfair competition; fraudulent statements to another government unit; or employment discrimination?  Yes  No

If the answer is Yes, attach as an Exhibit a full description of the persons and matter(s) involved, including an identification of any court or administrative body and any proceeding (by dates and file numbers, if applicable), and the disposition of such proceeding.

Exhibit No.  
N/A

6. Are there any documents, instruments, contracts or understandings relating to ownership or future ownership rights with respect to any attributable interest as described in Question 2 (including, but not limited to, non-voting stock interests, beneficial stock ownership interests, options, warrants, debentures)?  Yes  No

If Yes, provide particulars in an Exhibit.

Exhibit No.  
N/A

7. Do documents, instruments, agreements or understandings for the pledge of stock of the transferee/assignee, as security for loans or contractual performance, provide that: (a) voting rights will remain with the applicant, even in the event of default on the obligation; (b) in the event of default, there will be either a private or public sale of the stock; and (c) prior to the exercise of any ownership rights by a purchaser at a sale described in (b), any prior consent of the FCC and/or of the franchising authority, if required pursuant to federal, state or local law or pursuant to the terms of the franchise agreement will be obtained?  Yes  No

If No, attach as an Exhibit a full explanation.

Exhibit No.  
II.7

### SECTION III. TRANSFEREE'S/ASSIGNEE'S FINANCIAL QUALIFICATIONS

1. The transferee/assignee certifies that it has sufficient net liquid assets on hand or available from committed resources to consummate the transaction and operate the facilities for three months.  Yes  No

2. Attach as an Exhibit the most recent financial statements, prepared in accordance with generally accepted accounting principals, including a balance sheet and income statement for at least one full year, for the transferee/assignee or parent entity that has been prepared in the ordinary course of business, if any such financial statements are routinely prepared. Such statements, if not otherwise publicly available, may be marked CONFIDENTIAL and will be maintained as confidential by the franchise authority and its agents to the extent permissible under local law.  Yes  No

Exhibit No.  
III.2

### SECTION IV. TRANSFEREE'S/ASSIGNEE'S TECHNICAL QUALIFICATIONS

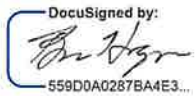
Set forth in an Exhibit a narrative account of the transferee's/assignee's technical qualifications, experience and expertise regarding cable television systems, including, but not limited to, summary information about appropriate management personnel that will be involved in the system's management and operations. The transferee/assignee may, but need not, list a representative sample of cable systems currently or formerly owned or operated.

Exhibit No.  
IV

SECTION V - CERTIFICATIONS

Part I - Transferor/Assignor

All the statements made in the application and attached exhibits are considered material representations, and all the Exhibits are a material part hereof and are incorporated herein as if set out in full in the application.

|   |   |
|---|---|
| <p>I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.</p>  | <p>Signature</p>  <p>559D0A0287BA4E3...</p> |
| <p>WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT, U.S. CODE, TITLE 18, SECTION 1001.</p>  | <p>Date</p> <p>January 17, 2023   10:13 AM PST</p>  |
|   | <p>Print full name</p> <p><b>Brian Haynes</b></p>   |
| <p>Check appropriate classification:</p> <p> <input type="checkbox"/> Individual             <input type="checkbox"/> General Partner             <input type="checkbox"/> Corporate Officer (Indicate Title)             <input checked="" type="checkbox"/> Other. Explain: <b>CEO</b> </p> |   |

Part II - Transferee/Assignee

All the statements made in the application and attached Exhibits are considered material representations, and all the Exhibits are a material part hereof and are incorporated herein as if set out in full in the application.

The transferee/assignee certifies that he/she:

- (a) Has a current copy of the FCC's Rules governing cable television systems.
- (b) Has a current copy of the franchise that is the subject of this application, and of any applicable state laws or local ordinances and related regulations.
- (c) Will use its best efforts to comply with the terms of the franchise and applicable state laws or local ordinances and related regulations, and to effect changes, as promptly as practicable, in the operation system, if any changes are necessary to cure any violations thereof or defaults thereunder presently in effect or ongoing.

|   |                        |
|---|------------------------|
| <p>I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.</p>  | <p>Signature</p>       |
| <p>WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT, U.S. CODE, TITLE 18, SECTION 1001.</p>  | <p>Date</p>            |
|   | <p>Print full name</p> |
| <p>Check appropriate classification:</p> <p> <input type="checkbox"/> Individual             <input type="checkbox"/> General Partner             <input type="checkbox"/> Corporate Officer (Indicate Title)             <input checked="" type="checkbox"/> Other. Explain: <b>Authorized Representative</b> </p> |                        |

SECTION V - CERTIFICATIONS

Part I - Transferor/Assignor

All the statements made in the application and attached exhibits are considered material representations, and all the Exhibits are a material part hereof and are incorporated herein as if set out in full in the application.

|  |  |
|--|--|
| I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.  | Signature                              |
| WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.  | Date                                   |
|  | Print full name<br><b>Brian Haynes</b> |
| Check appropriate classification: <input type="checkbox"/> Individual <input type="checkbox"/> General Partner <input type="checkbox"/> Corporate Officer (Indicate Title) <input checked="" type="checkbox"/> Other. Explain:<br><b>CEO</b> |  |

Part II - Transferee/Assignee

All the statements made in the application and attached Exhibits are considered material representations, and all the Exhibits are a material part hereof and are incorporated herein as if set out in full in the application.

The transferee/assignee certifies that he/she:

- (a) Has a current copy of the FCC's Rules governing cable television systems.
- (b) Has a current copy of the franchise that is the subject of this application, and of any applicable state laws or local ordinances and related regulations.
- (c) Will use its best efforts to comply with the terms of the franchise and applicable state laws or local ordinances and related regulations, and to effect changes, as promptly as practicable, in the operation system, if any changes are necessary to cure any violations thereof or defaults thereunder presently in effect or ongoing.

|  |  |
|--|--|
| I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.  | Signature<br><i>Anand Vadapalli</i><br><small>DocuSigned by:<br/>21A675312A7C489</small> |
| WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.  | Date<br>January 19, 2023   12:37 PM EST  |
|  | Print full name<br><b>Anand Vadapalli</b>  |
| Check appropriate classification: <input type="checkbox"/> Individual <input type="checkbox"/> General Partner <input type="checkbox"/> Corporate Officer (Indicate Title) <input checked="" type="checkbox"/> Other. Explain:<br><b>Authorized Representative</b> |  |

**Exhibit I.7 (Section I Item 7)**  
**Additional Information Required by Franchise Agreement**

Pursuant to Section 17.1(D) of the Cable TV Franchise Agreement, Alphabost Purchaser, Inc. ("Transferee") attests that it:

- (1) Has never been convicted or held liable for acts involving deceit including any violation of federal, State or local law or regulations, nor is it currently under an indictment, investigation or complaint charging such acts;
- (2) Has never had a judgment in an action for fraud, deceit, or misrepresentation entered against the proposed transferee by any court of competent jurisdiction;
- (3) Has no pending material legal claim, lawsuit, or administrative proceeding arising out of or involving a cable system;
- (4) Is financially solvent (see Exhibit III.2 and Attachment B); and
- (5) Has the financial, legal and technical capability to enable it to maintain and operate the Cable System for the remaining term of the Franchise (See Exhibits III.2, IV, and Attachment B).

**Exhibit I.II.1(c) (Section I Part II Item 1.c)**  
**Additional Contacts**

Mashell, Inc.:

Richard A. Finnigan  
Law Office of Richard A. Finnigan  
2112 Black Lake Blvd. SW  
Olympia, WA 98512  
Tel: (360) 956-7001  
rickfinn@localaccess.com

with a copy to:

Danielle Clausen  
2516 Holgate Street  
Tacoma, WA 98402  
Danielle.clausen@rainierconnect.net

Alphabooost Purchaser, LLC:

Danielle Burt  
Niki Wasserman  
Morgan, Lewis & Bockius LLP  
1111 Pennsylvania Ave., NW  
Washington, DC 20004-2541  
Tel: (202) 739-3000  
Fax: (202) 739-3001  
danielle.burt@morganlewis.com  
niki.wasserman@morganlewis.com

with a copy to:

Michael Reynolds  
Palisade America LLC  
1 Rockefeller Plaza, 11<sup>th</sup> Floor  
New York, NY 10020  
Mike.reynolds@palisadeinfrastructure.com

**Exhibit I.I.2(a) (Section I Part I Item 2.a)**  
**Agreement to Transfer Control**

Attached under seal as **Attachment A** is a copy of the confidential Agreement and Plan of Merger, dated December 6, 2022 ("Agreement"). Mashell, Inc. ("Transferor"), Rainier Connect North, LLC ("Franchisee") and Alphabooast Purchaser, LLC ("Transferee," and together with Transferor and Franchisee, collectively "Applicants") respectfully request confidential treatment of this Agreement as it has not been made public. General dissemination of the information contained in **Attachment A** would harm Applicants' position in the marketplace.

Applicants respectfully request the authority necessary to consummate a transaction in which Transferee will acquire control of Franchisee, which holds the cable television franchise ("Franchise")<sup>1</sup> to serve the City of Fircrest, Washington (the "Transaction").

Transferor is a Washington corporation and the sole member of Franchisee. Franchisee is a Washington limited liability company that provides phone, cable, and internet services to customers in the State of Washington, including in the greater Tacoma area.

Transferee is a newly formed Delaware limited liability company created for the purpose of completing the Transaction. Transferee will be owned directly or indirectly by funds managed by Palisade Americas Management, LLC ("PAM") and Palisade Investment Partners Limited ("PIPL"). As detailed in Exhibit II.2, Transferee is indirectly, wholly-owned by Palisade Diversified Infrastructure Fund No. 3 ("PDIF3"), an Australian infrastructure fund.

Pursuant to the terms of the Agreement by and among Transferee, Alphabooast Merger Sub, LLC ("Merger Sub"),<sup>2</sup> Transferor, and Brian Haynes (as Shareholder Representative), Merger Sub will merge with and into Transferor with Transferor continuing as the surviving entity. As a result of the Transaction, Transferor will be a direct, wholly-owned subsidiary of Transferee, and Franchisee will be an indirect, wholly-owned subsidiary of Transferee. Diagrams depicting the pre- and post-Transaction corporate structures are included in **Attachment D**.

After consummation of the Transaction, Franchisee will continue to exist and operate under the same name and will continue to provide service pursuant to then-existing rates, terms, and conditions for the near term. Any future changes to the rates, terms, and conditions of service will be undertaken pursuant to customers' contracts, tariffs, and applicable law. No customer service or billing contact information will change as a result of the Transaction immediately after closing.

The Transaction will not impact Franchisee's customers and they will continue to be served pursuant to existing authorizations and existing terms and conditions. Additionally, after the close of the Transaction, all personnel of the Transferor, including all existing officers and employee managers, will continue to work for Transferee, which will also facilitate the transition to the new ownership structure.

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<sup>1</sup> The Franchise was originally granted to Click! Network in 2016 and was subsequently assigned to Franchisee.

<sup>2</sup> Merger Sub is a Washington limited liability company and wholly-owned subsidiary of Transferee created solely for purposes of the Transaction.

**Exhibit I.I.2(b) (Section I Part I Item 2.b)**  
**Agreement to Transfer Control**

Certain exhibits and schedules to the Agreement have not been submitted with this application. In accordance with the Federal Communications Commission's decisions, principally *LUJ, Inc. and Long Nine, Inc.*, Memorandum Opinion and Order, 17 FCC Rcd 16980 (2002), the above referenced question has been answered "No."

The omitted exhibits and schedules contain proprietary information and/or voluminous information, which the Applicants believe is not relevant to the franchising authority's consideration of qualifications of the parties to this application. Additional information may be requested by the franchising authority upon request, as permitted by the guiding rules and decisions, and as applicable pursuant to appropriate confidentiality protections.



**Exhibit I.II.2 (Section I Part II Item 2)**  
**Changes to Current Terms of Service and Operations**

Transferee does not seek any changes to the terms or conditions of services or operations of the system (as set forth in the current Franchise Agreement) as a consequence of the Transaction. Following the Transaction, Franchisee will continue to operate the system pursuant to the current Franchise Agreement.

**Exhibit II.1 (Section II Item 1)**  
**Form of Business Organization of Transferee**

Transferee is a single-member limited liability company.

- a. Jurisdiction of incorporation: Delaware
- b. Date of incorporation: November 22, 2022
- c. For profit or not-for-profit: For Profit
- d. Name and address of registered agent in jurisdiction:

The Corporation Trust Company  
1209 Orange Street  
Wilmington, DE 19801

**Exhibit II.2 (Section II Item 2)  
Information Concerning the Transferee**

Pursuant to Note 2 to Section 76.501 of the rules of the Federal Communications Commission, 47 C.F.R. § 76.501 n.2, addressing what constitutes an attributable interest holder in a cable system, the Applicants are providing information on attributable interest holders of the Transferee, Alphaboost Purchaser.

Transferee's officer and directors at closing of the Transaction will include the following persons:

Michael Reynolds (Director)  
Pak Ka Kelvin Wong (Director)  
Roger Lloyd (Director)  
Anand Vadapalli (President & CEO, Director)

Transferee's officer and directors can be contacted at the current address of Alphaboost Purchaser, LLC, which is 1 Rockefeller Plaza, 11<sup>th</sup> Floor, New York, NY 10020. At closing of the Transaction, the officer and directors can be contacted at 2516 S Holgate Street, Tacoma WA, 98402.

Both currently and post-Transaction, Mashell, Inc., or Transferor, is and will remain the direct, 100% owner of Rainier Connect North, the Franchisee. Upon completion of the Transaction, Alphaboost Purchaser will be the 100%, direct owner of Transferor, and will indirectly own 100% of the Units of Rainier Connect North, the Franchisee. Transferee is indirectly, wholly-owned by Palisade Diversified Infrastructure Fund No. 3 ("PDIF3"), an Australian infrastructure fund, with three intermediate Delaware limited liability companies between Transferee and PDIF3. As of closing, Transferee will be owned directly or indirectly by funds managed by Palisade Americas Management, LLC ("PAM") and Palisade Investment Partners Limited ("PIPL").

The following entities and individuals hold a five percent (5%) or greater, direct or indirect, interest in Transferee. Other than the below, no other individual or entity will hold a 5% or greater, direct or indirect, interest in Franchisee upon completion of the Transaction.

- |  |   |
|--|---|
| a. Name and Principal Place of Business: | Alphaboost Holdings, LLC ("Alphaboost Holdings")<br>1 Rockefeller Plaza, 11 <sup>th</sup> Floor, New York, NY 10020 |
| b. Citizenship:                          | Delaware, USA   |
| c. Relationship to Transferee:           | Direct Interest in Transferee   |
| d. Number of Shares/Nature of Interest:  | 100% ownership of Transferee  |
| e. Number of Votes:                      | N/A (Alphaboost Purchaser is a single member LLC)   |
| f. Percentage of Votes:                  | 100%  |
| a. Name and Principal Place of Business: | Alphaboost Parent, LLC ("Alphaboost Parent")<br>1 Rockefeller Plaza, 11 <sup>th</sup> Floor, New York, NY 10020     |
| b. Citizenship:                          | Delaware, USA   |
| c. Relationship to Transferee:           | Indirect Interest in Transferee   |
| d. Number of Shares/Nature of Interest:  | 100% ownership of Alphaboost Holdings   |
| e. Number of Votes:                      | N/A (Alphaboost Holdings is a single member LLC)  |
| f. Percentage of Votes:                  | 100%  |

- a. Name and Principal Place of Business: Palisade Americas Investment, LLC ("PAI")  
1 Rockefeller Plaza, 11<sup>th</sup> Floor, New York, NY 10020  
Delaware, USA
- b. Citizenship: Delaware, USA
- c. Relationship to Transferee: Indirect Interest in Transferee
- d. Number of Shares/Nature of Interest: 100% ownership of Alphaboost Parent
- e. Number of Votes: N/A (Alphaboost Parent is a single member LLC)
- f. Percentage of Votes: 100%

Palisade Americas Investment, LLC ("PAI") anticipates that management of one of the Alphaboost entities will be delegated to Palisade Americas Management, LLC ("PAM"), a Delaware limited liability company with the same address as PAI. PAM is currently 100% owned by Palisade Investment Management Limited ("PIML") – see below.

- a. Name and Principal Place of Business: Palisade Diversified Infrastructure Fund No. 3  
("PDIF3")  
Level 19, 307 Queen Street  
Brisbane, QLD 4000
- b. Citizenship: Australia
- c. Relationship to Transferee: Indirect Interest in Transferee
- d. Number of Shares/Nature of Interest: 100% ownership of PAI
- e. Number of Votes: N/A (PAI is a single member LLC)
- f. Percentage of Votes: 100%

The details of PDIF3's trustee are listed below. The equity interest holders of PDIF3 holding 10% or more are expected to be the following entities at closing of the Transaction: UniSuper (Australian entity, up to 15.18% equity),<sup>3</sup> ANZ Australia Staff Super Scheme (Australian entity, up to 13.94% equity),<sup>4</sup> and Palisade Unlisted Infrastructure Trust (Australian entity, up to 19.62% equity). The equity interest holders of PDIF3 holding 5% or more are listed separately in **Confidential Attachment C**.

- a. Name and Principal Place of Business: Pinnacle RE Services Limited ("Pinnacle RE")  
Level 19, 307 Queen Street  
Brisbane QLD 400
- b. Citizenship: Australia
- c. Relationship to Transferee: Trustee of Transferee's Indirect Owner
- d. Number of Shares/Nature of Interest: Trustee of PDIF3
- e. Number of Votes: N/A (Trustee of PDIF3)
- f. Percentage of Votes: 100%

Pinnacle RE will delegate via an agreement the management of PDIF3 to Palisade Investment Partners Limited ("PIPL"), an Australia entity located at the same address as PDIF3. PIPL's largest interest holder is Palisade Investment Management Limited ("PIML") – see below.

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<sup>3</sup> This entity is a superannuation fund, which is a form of regulated pension plan established under Australian law where employer makes statutory contributions on behalf of its employees to provide for the employees' retirement, where contributions to the fund, earnings on fund investments, and withdrawals from the fund may attract certain tax concessions.

<sup>4</sup> This entity is a superannuation fund. See footnote 3.

a. Name and Principal Place of Business: Pinnacle Investment Management Limited ("PIML")  
Level 19, 307 Queen Street  
Brisbane QLD 400

b. Citizenship: Australia

c. Relationship to Transferee: Direct Owner of Trustee of PDIF3

d. Number of Shares/Nature of Interest: 100% ownership of Pinnacle RE

e. Number of Votes: N/A

f. Percentage of Votes: 100%

a. Name and Principal Place of Business: Pinnacle Investment Management Group Limited  
(AUX:PNI) ("PNI")  
Level 19, 307 Queen Street  
Brisbane QLD 400

b. Citizenship: Australia

c. Relationship to Transferee: Indirect Owner of Trustee of PDIF3

d. Number of Shares/Nature of Interest: 100% ownership of PIML

e. Number of Votes: N/A

f. Percentage of Votes: 100%

PNI is a publicly traded company on the Australian stock exchange. Two entities, HSBC Custody Nominees (Australia) Limited and JP Morgan Nominees Australia Pty Limited, hold interests in PNI of 20.50% and 13.72%, respectively, as nominee shareholder, which in Australia, allows the names of the beneficial owner to be kept confidential. The nominee shareholder is a subsidiary of a large bank that votes at meetings on behalf of its clients.

**Exhibit II.3 (Section II Item 3)**  
**Qualification to Transact Business in State Where Systems Operate**

Transferee is not formed under the laws of or otherwise duly authorized to transact business in the Washington, but it does not and will not be transacting business in Washington.

Transferor and Franchisee are registered to do business in Washington and remain duly authorized to transact business in Washington.

**Exhibit II.7 (Section II Item 7)**  
**Pledge of Stock for Loans or Contractual Performance.**

Transferee is not party to a loan agreement or other contractual performance document that includes a pledge of its stock.

**Exhibit III.2 (Section III Item 2)**  
**Financial Qualifications**

Transferee submits that it has the necessary financial commitments to consummate the Transaction as provided in the Agreement and to provide adequate working capital to meet the system's needs for the foreseeable future.

Transferee is a newly formed limited liability company, and as such does not have available a balance sheet and income statement for at least one full year. Accordingly, attached as **Attachment B** are projected financial statements to demonstrate sufficient financial qualifications for operation of the system following consummation of the Transaction.

Applicants respectfully request that these records are treated confidentially as these documents have not been made public. General dissemination of the information contained in **Attachment B** would harm Applicants' position in the marketplace.



**Exhibit IV (Section IV)  
Transferee's Technical Qualifications**

Following consummation of the proposed Transaction, Franchisee will continue to provide high-quality communications services to customers pursuant to the terms of the current Franchise and without interruption and without change in rates, terms or conditions. Applicants emphasize that the Transaction will be seamless and virtually transparent to customers, and in no event will it result in the discontinuance, reduction, loss, or impairment of service to customers.

In addition, Franchisee's cable system will continue to be managed by an existing, highly experienced and well-qualified management team. Additionally, after the close of the Transaction, with the exception of replacing Brian Haynes, current President and CEO, no material changes to current management, technical and operational personnel of Franchisee are expected as a result of the Transaction, thereby assuring continuity of existing operations. As such, the proposed Transaction will not have a detrimental effect on, or result in a material change in, the services provided to existing customers of Franchisee. The biographies of key management personnel (except Mr. Haynes) are as follows:

**FOR MASHELL/RAINIER CONNECT NORTH:**

**Danielle Clausen, Controller**

Ms. Clausen oversees payroll to FCC and NECA filings and works with the management team in keeping the Company on a clear path of stability, profitability, and success. She has multiple degrees in business and accounting:

Master in Business Administration, University of Phoenix  
Bachelor of Science, Accounting, Mississippi University  
Bachelor of Science, Psychology, Mississippi State University

Prior to joining the Company, she worked in public accounting. She is also licensed in Washington as a Certified Public Accountant, a member of the Washington Society of CPAs, and a member of the American Institute of Certified Public Accountants.

**Amanda Singleton, Customer Care Manager**

Ms. Singleton oversees the Customer Care department, Support, commercial sales in Centralia/Chehalis, and leads the quality assurance team. She has been with the company since 1999. She joined the Company after graduating from high school with an Associate of Arts degree from Centralia Community College (Running Start Program).

**Ben Miller, Network Operations Manager**

Mr. Miller has been with the Company since 2006, when he started as a Network Technician. He has a gift for diagnosing network issues and unparalleled expertise in his ability to support, service, troubleshoot, and lead our technical staff through virtually all facets of the telecommunications arena. A resident of Olympia, he attended South Puget Sound Community College and has more than 12 years of experience working for service providers.

**Lorie Lee, Sales & Marketing Manager**

Ms. Lee leads the Company's marketing, sales, and communication teams. She guides advertising campaigns, sponsorships, and even Customer Appreciation week. With more than 15 years of experience in public relations, sales and marketing, she provides a strong foundation to set the sales and marketing strategy for the Company. She has a degree in Marketing from Gonzaga University and has specialized in high-tech and professional services for most of her career. She offers expertise in strategic and crisis communication, event planning, and social media strategy.

## **FOR ALPHABOOST PURCHASER:**

Alphabooost Purchaser's officer and directors at closing of the Transaction will include the following persons:

### **Anand Vadapalli, President & CEO, Director**

Anand is a business leader passionate about developing, building, and operating great companies that create exceptional value, whether serving as a CEO, corporate director, or an advisor.

Anand has built his reputation on a record of execution emphasizing high intellectual curiosity, focus, energy, capital allocation, and developing high performing teams, all grounded in a value system of integrity and respect. With over 30 years of professional experience, Anand has deep expertise in capital markets, balance sheet restructuring, investor relations including shareholder activism, technology and operations innovation, regulatory policy and compliance, cyber capabilities, and union / labor relations.

#### ***Current work:***

- January 2020 onwards. Founder & Manager, Athena Strategic Advisors, LLC: Providing strategic, operational, and investment advice to operating and investment companies.
- *September 2020 onwards.* Board Member, Chair ESG Committee Windstream: At about \$4.3 billion revenues, Windstream is one of the largest telecom providers in the US offering broadband and other services to large enterprise, small medium business, and residential customers.

#### ***Prior work:***

- *May 2012 – May 2021.* Board Member, Chair of Audit Committee, Premera Blue Cross: As the largest health plan in the Pacific Northwest, Premera serves more than 2 million people with approximately 3,000 employees in the states of Washington and Alaska. With over \$4 billion in revenues and over \$2 billion in investments, Premera is a leading health insurer in its markets.
- *March 2020 – December 2020.* Operating Partner, SDC Capital Partners LLC, NYC based private investment fund focused on IT and communications infrastructure. In this capacity Anand served in management, Board, or advisory capacity for portfolio companies, in addition to evaluating investment opportunities for the firm. Anand served as Board Chair and interim CEO of Fatbeam, an SDC portfolio company.
- *August 2006 – June 2019.* President & CEO and Director at Alaska Communications (NASDAQ: ALSK), 13 years with ALSK, including 8 plus years as CEO, led major investments in submarine and terrestrial fiber network infrastructure, restructured the company and transformed the balance sheet through asset sales and other financial structuring. These actions resulted in one of the best balance sheets and leverage ratio in the sector, all while transforming the company into a competitive market-performing enterprise with industry leading top line growth trends.
- *June 2012 – June 2019.* Board member, Chairman of the Board, former Chair of Audit Committee, USTelecom, the leading national broadband industry association, providing policy and regulatory advocacy on behalf of its members.
- *October 2019 – December 2020.* Board Member, Chair of Compensation Committee, The Commons Project: a nonprofit public trust established to build platforms and services to make life better for people around the world. Its projects include CommonHealth as a secure platform to store personal health records and CommonPass as a framework to provide a secure and verifiable way to show health records allowing travel to return to pre-pandemic levels.
- *1989 – 2006.* Various capacities at Valor Telecom (through its merger with Alltel to form Windstream), Network Telephone and Cincinnati Bell / Broadwing, including 5 years in consulting and manufacturing in India.

Anand has been active in the community through his service in a variety of capacities including Rotary Club, Chair of the United Way Workplace Campaign Committee in Anchorage, member of

the Board of Directors of the Anchorage Economic Development Corporation, and a member of the Board of Trustees of the University of Alaska Foundation. Anand has an undergraduate degree in Mechanical Engineering from Osmania University in Hyderabad, India, and a graduate diploma in Business Administration from the Indian Institute of Management in Calcutta, India.

Anand and his wife, Prarthana, live in the greater Seattle area and have two grown children.

#### **Michael Reynolds, Director**

Michael serves as the Managing Director, Americas at Palisade. Michael joined Palisade in 2016, with a focus on asset origination, acquisition and management.

- Michael's previous experience includes three years as an Investment Director of CP2 Limited, where he managed a team of investment professionals and was responsible for sourcing and investing in infrastructure investment opportunities, and their ongoing asset management including representation on boards of directors for investee companies.
- Prior to this Michael was a Vice President at Deutsche Bank in the Investment Banking Division where he was the lead on execution of numerous M&A and capital market transactions principally in the utilities and infrastructure sector. Michael has also had roles at Barclays Capital and ABN AMRO in a similar capacity, in both Australia and the UK.
- Michael is a Graduate Member of the Australian Institute of Company Directors and holds a Bachelor of Finance and Bachelor of Laws from the University of New South Wales.

Michael transferred from Sydney in 2022 to establish and lead the New York office as Managing Director of Palisade Americas.

#### **Roger Lloyd, Director**

Roger serves as the Chief Executive Officer at Palisade. Roger has over 25 years of experience across funds management and investment banking. He joined Palisade in 2008 and was appointed Managing Director in January 2014. Roger is a member of Palisade's Board of Directors and responsible for the day to day running of the business.

- Prior to joining Palisade, Roger spent two years with Perpetual Investments, including as Head of Infrastructure and 12 years with Macquarie and Bankers Trust (acquired by Macquarie in 1999).
- At Macquarie and previously Bankers Trust, Roger focused on infrastructure advisory, working with both Government and private sector clients, across a number of sectors including Public Private Partnerships, transport and student accommodation.
- Prior experience includes two years in portfolio accounting as well as six years in insolvency and reconstruction, having worked with leading practitioners Ferrier Hodgson and Price Waterhouse.
- Roger is a Graduate Member of the Australian Institute of Company Directors, a Chartered Accountant and holds a Bachelor of Business from Kuring-gai College (now University of Technology Sydney).

#### **Pak Ka Kelvin Wong, Director**

Kelvin serves as an Investment Director at Palisade. Kelvin joined Palisade in 2016, with a focus on asset acquisition and management.

- Immediately prior to joining Palisade, Kelvin was an Associate with Barclays PLC focused on originating and executing utilities and infrastructure transactions in both an advisory and a financing capacity. Kelvin was responsible for developing complex financial models, performing financial analysis, preparing valuation papers and assisting clients with due diligence and investment committee processes.
- Before joining Barclays PLC, Kelvin was a Manager in the project finance team at ANZ Banking Group, responsible for executing and financing ports, toll roads, PPPs and other infrastructure assets.
- Kelvin holds a Bachelor of Commerce (Liberal Studies) Majoring in Finance and Accounting from the University of New South Wales, a Graduate Certificate of Management from the

University of Melbourne – Melbourne Business School and is a Graduate of the Australian Institute of Company Directors.

**Attachment A**

**Agreement and Plan of Merger**

**(CONFIDENTIAL – FILED UNDER SEAL)**

Applicants respectfully request that this document is treated confidentially as it has not been made public. General dissemination of the information contained in Attachment A would harm Applicants' position in the marketplace.

**Attachment B**

**Financial Information**

**(CONFIDENTIAL – FILED UNDER SEAL)**

Applicants respectfully request that these records are treated confidentially as these documents have not been made public. General dissemination of the information contained in Attachment B would harm Applicants' position in the marketplace.

**Attachment C**

**5% Owners of Palisade Diversified Infrastructure Fund No. 3 (PDIF3)**

**(CONFIDENTIAL – FILED UNDER SEAL)**

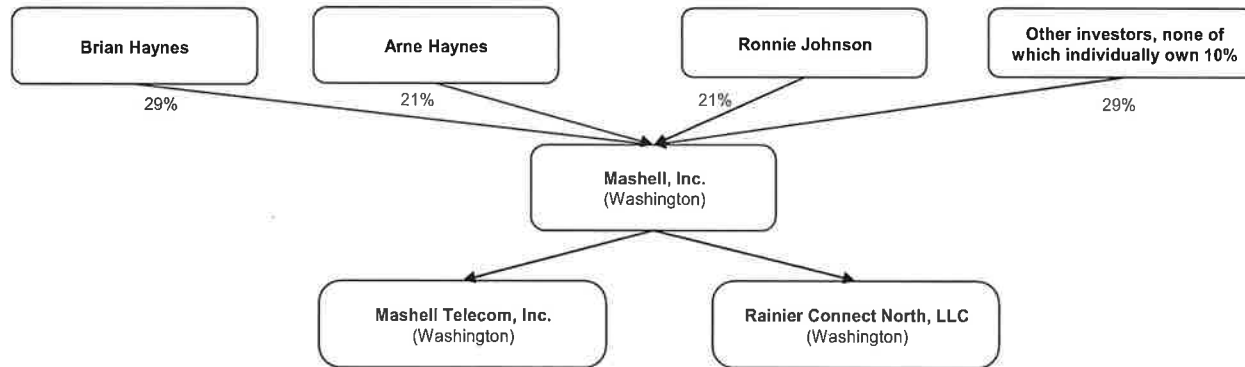
Applicants respectfully request that these records are treated confidentially as these documents have not been made public. General dissemination of the information contained in Attachment C would harm Applicants' position in the marketplace.

**Attachment D**

**Pre- and Post-Transaction Charts**

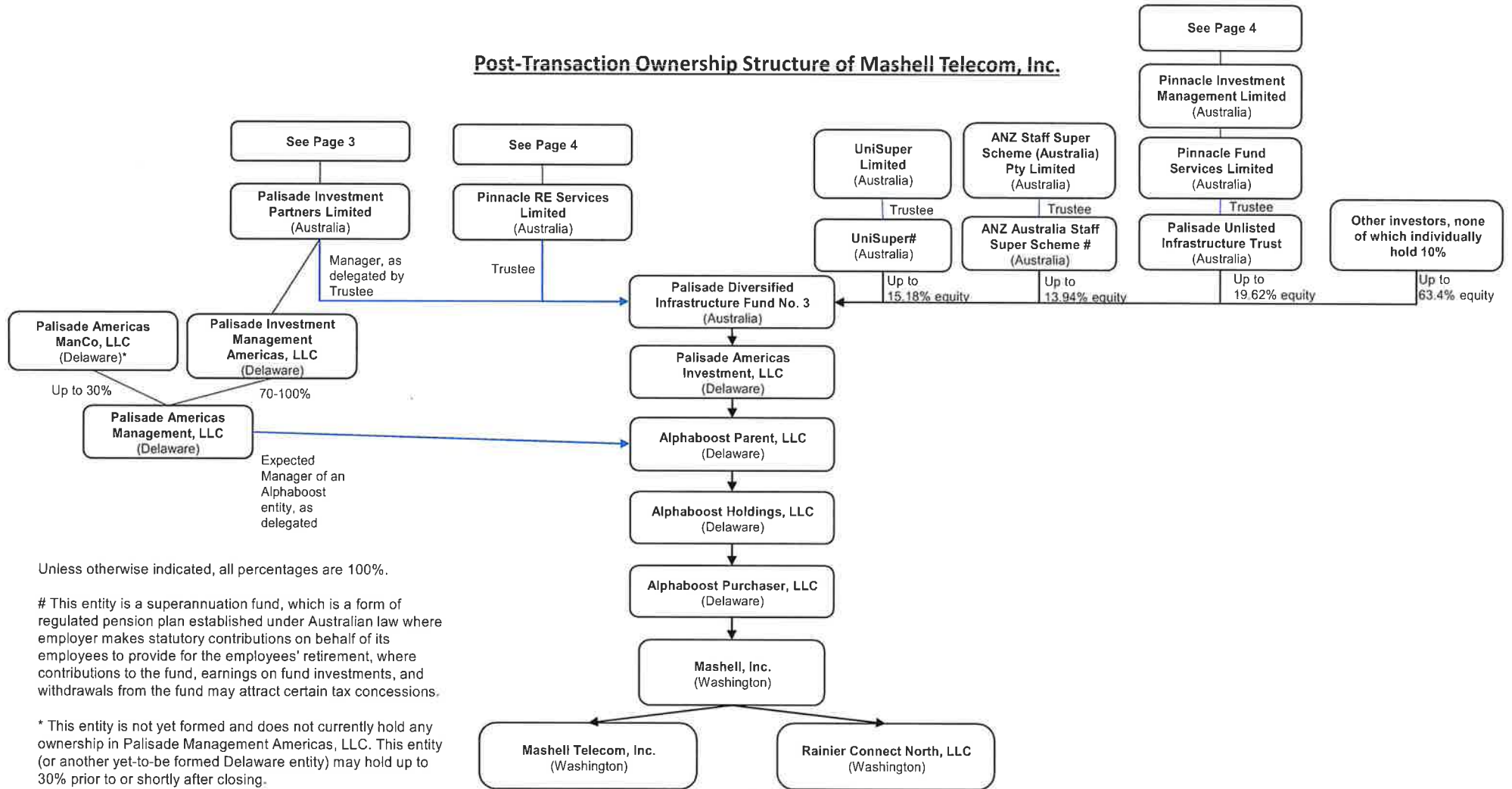


**Pre-Transaction Ownership Structure of Mashell Telecom, Inc.**



Unless otherwise indicated, all percentages are 100%.

## Post-Transaction Ownership Structure of Mashell Telecom, Inc.

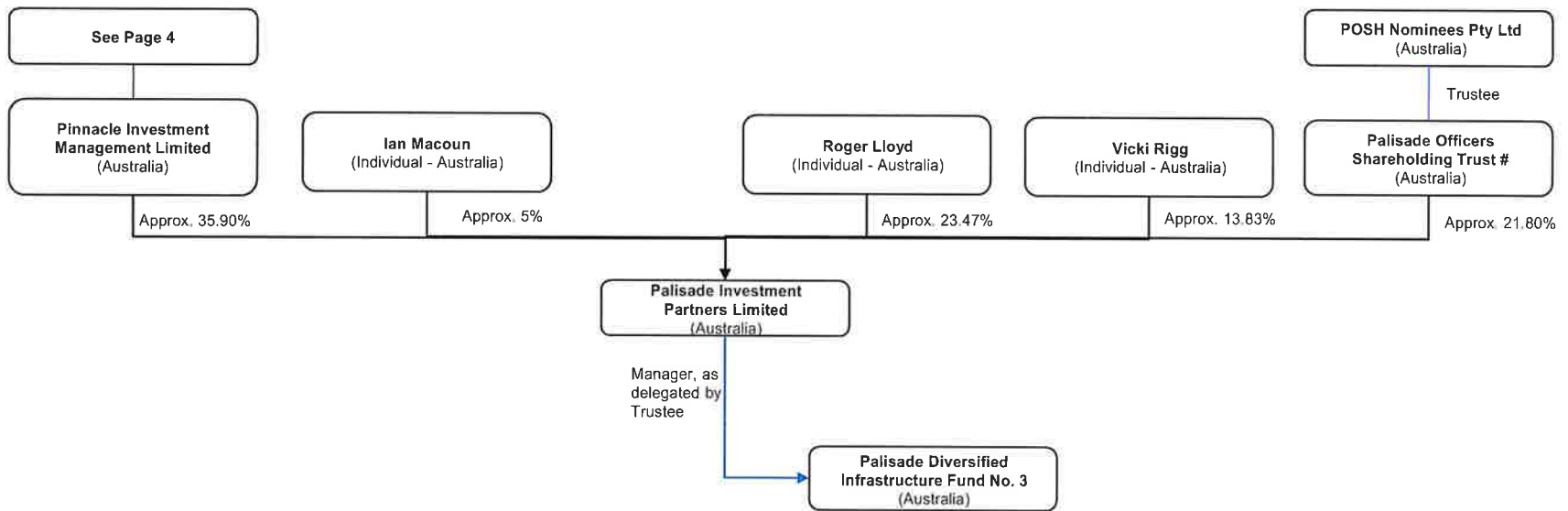


Unless otherwise indicated, all percentages are 100%.

# This entity is a superannuation fund, which is a form of regulated pension plan established under Australian law where employer makes statutory contributions on behalf of its employees to provide for the employees' retirement, where contributions to the fund, earnings on fund investments, and withdrawals from the fund may attract certain tax concessions.

\* This entity is not yet formed and does not currently hold any ownership in Palisade Management Americas, LLC. This entity (or another yet-to-be formed Delaware entity) may hold up to 30% prior to or shortly after closing.

**Post-Transaction Ownership Structure of Palisade Investment Partners Limited**

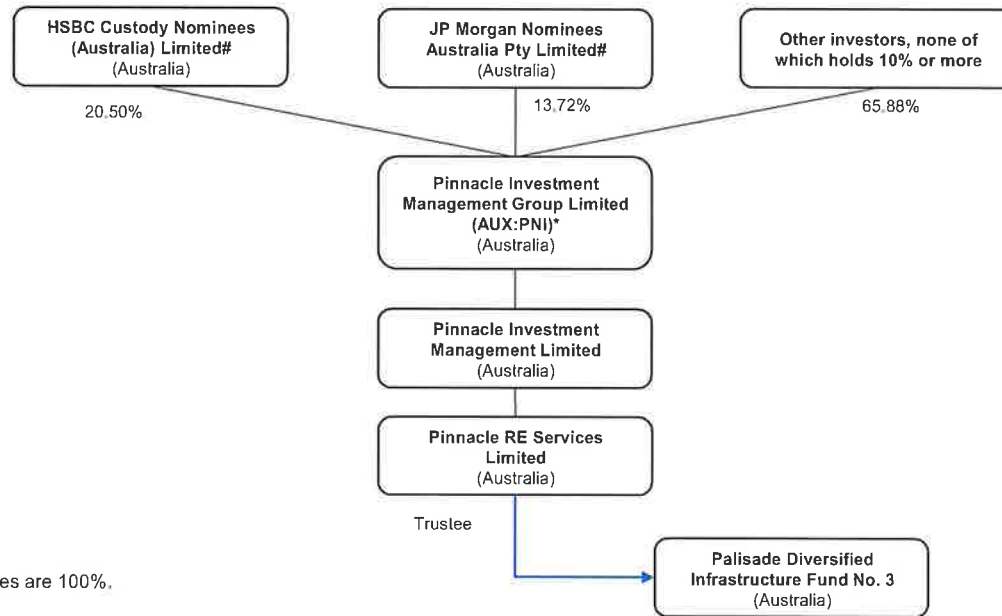


Unless otherwise indicated, all percentages are 100%.

# This is an Employee Ownership Trust (EOT) holding beneficial ownership shares on behalf of employees and directors.

▲

**Post-Transaction Ownership Structure of Pinnacle RE Services Limited**



Unless otherwise indicated, all percentages are 100%.

\*Percentages of AUX:PNI are as of July 29, 2022

#This company is a nominee shareholder in Australia, a subsidiary of a large bank that votes at meetings on behalf of its clients. Nominee shareholding allows the name of the beneficial owner to be kept confidential.