

7:00 p.m.  
Fife City Hall  
Council Chambers

**FIFE CITY COUNCIL  
AGENDA**

Date: August 12, 2008  
Ord. # 1678, 1666, 1196  
Res. #1227, 1228, 1229, 1230

- 6:30 EXECUTIVE SESSION  
For the purpose of Real Estate RCW 42.30.140 for approximately 20 minutes.
- 7:10 1. CALL TO ORDER AND ROLL CALL  
Godwin\_\_\_\_Johnson\_\_\_\_Hull\_\_\_\_Brooks\_\_\_\_Cerqui\_\_\_\_de Booy\_\_\_\_Roscoe\_\_\_\_
- 7:11 2. PLEDGE OF ALLEGIANCE
3. CHANGES, ADDITIONS OR DELETIONS TO AGENDA
- 7:12 4. CITIZENS COMMENTS ( Items not on the agenda )
5. CONSENT AGENDA
- 7:15 a. Approval of Minutes: Date: July 15, 2008 Study Session  
July 22, 2008 Council Meeting
- b. Approval of Vouchers:  
Payroll: # 44756-44820  
Claim: # 73228-73443
- 7:30 6 SPECIAL PRESENTATIONS
- 7:35 a. Proclamation Fife Volunteer Firefighter Day (Worthington)
- 7:40 b. Fife Harvest Festival (Worthington/Potter)
- 7:45 c. National Night Out Against Crime Recap (Blackburn)
- 7:50 d. Wellness Award (Reinbold)
- 7:55 7. COUNCIL DELEGATE REPORT
8. PUBLIC HEARING
- 8:00 a. Development Agreement with Praxair (Durham)
- 8:15 b. Sale of Surplus Property on Pacific Hwy E. Infront of Freddies Casino (Jurica)
- ORDINANCES AND RESOLUTIONS
9. ORDINANCES:
- 8:30 a. #1666 Authorize Development Agreement with Praxair (Durham)
- 8:50 b. #1678 Sale of Surplus Property on Pacific Hwy E. Infront of Freddies Casino (Jurica)
- RESOLUTIONS:
- 9:10 c. #1227 Award Construction Contract 70<sup>th</sup> Ave/Wapato Creek Culvert (Jurica)
- 9:25 d. #1228 Authorize Construction Engineering Contract for 70thAve./Wapato Creek Culvert  
(Jurica)
- 9:40 e. #1229 Purchase of Right of Way/Schlumpf – 70<sup>th</sup> South of Wapato Creek (Jurica)

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9:55 f. #1230 Authorize Engineering Services 20<sup>th</sup> Street Mix Use Design (Jurica)

10:10 g. #1196 Authorize City Manager to Sign KHS&S Agreement (Durham)

10. NEW BUSINESS

10:25 a. Towing Policy Change Regarding Impound Yard Requirements (Blackburn)

10:35 b. Appointment of Members to Lodging Tax Advisory Committee (LTAC) (Potter)

10:45 11. CITY MANAGER REPORT

10:55 12. COUNCILMEMBER COMMENTS

11:05 13. CITIZEN COMMENTS

14. ADJOURNMENT

**FIFE CITY COUNCIL  
STUDY SESSION  
MINUTES**

**5a-1**

**Fife City Hall  
Council Chambers**

**Date: July 15, 2008  
Time: 7:00 p.m.**

**EXECUTIVE  
SESSION**

**Mayor Johnson convened an executive session at 6:30 p.m. for the purpose of Real Estate RCW 42.30.140 for approximately 20 minutes.**

**ADJOURNMENT**

**Mayor Johnson adjourned the executive session at 6:59 p.m.**

**CALL TO ORDER  
AND ROLL CALL**

Mayor Johnson called the Fife City Council study session to order at 7:03 p.m. with the following Councilmembers present: Richard Godwin, Barry Johnson, Glenn Hull, Nancy de Booy, and Kim Roscoe.

Excused: Councilmembers Butch Brooks and Rob Cerqui.

Staff Present: City Manager Steve Worthington, Assistant City Manager Jim Reinbold, Finance Director Steve Marcotte, Public Works Director Russ Blount, Confidential Administrative Assistant Andrea Richards, City Attorney Loren Combs, Community Development Director Carl Smith, Police Chief Brad Blackburn, Director of Parks, Recreation & Community Services (PRCS) Kurt Reuter, Financial Analyst Dave DeGroot, Assistant City Engineer Ken Gill, and Recording Secretary Cheri Lindgren.

**PLEDGE OF  
ALLEGIANCE**

Councilmember Hull led the pledge of allegiance.

**STUDY SESSION**

**Port of Tacoma  
Expansion on East  
Blair Peninsula**

Port of Tacoma Commissioner Don Johnson reported the Port of Tacoma and City of Fife have a great working relationship. Expansion of the East Blair Peninsula will provide 3,000 construction jobs and generate \$19.5 million in state and local taxes. It's estimated the expansion will create 3,200 permanent jobs. Expansion of the Blair Peninsula is the largest project the Port has undertaken.

Tim Farrell, Executive Director, Port of Tacoma, provided an overview of the specific terminal redevelopment projects, a history of the Blair-Hylebos Peninsula, and the companies involved.

A photo of the Blair-Hylebos Peninsula was displayed. The Port was established in 1918 and has transitioned from a resource and materials economy to a trade economy. Images illustrating the changes between a resource and materials economy since the 1960s) were displayed. Major companies at that time included Todd-Pacific Shipyards, Hooker Chemical, and Kaiser Aluminum. The "early business center" is currently used as an industrial park with a mix of building and steel fabrication companies and smaller enterprises. The center is scheduled for closure and the buildings will be demolished. The Port is working to relocate the major companies in the Tacoma/Pierce County vicinity.

As part of the redevelopment activity, the old Hooker Chemical site is scheduled for demolition and clean up in partnership with the current owner, Occidental Chemical. A picture of the Kaiser Aluminum plant, established in the 1940s, was provided. Both users have left a legacy of environmental impacts. The Port intends to acquire and idle the contaminated sites, demolish and clean up the areas, install systems to prevent future contamination, and rebuild new infrastructure to generate new jobs. Overall, three former chemical plants will be removed along with some sawmills, shipyards, and smaller entities.

There are five container terminals in addition to the TOTE terminal that move cargo between Tacoma and Alaska.

At end of 2004, the Port provided 43,000 Port-related jobs in Pierce County and more than 113,000 jobs throughout the state. Approximately \$91 million in local and state tax revenues was generated within the state in 2004. Approximately \$35 billion in local trade occurs between the states and Alaska on the TOTE and Horizon lines. The Port serves inland markets making it a primary industry. Companies in Fife associated with the inland market activity were reviewed.

The Port entered into a lease with the NYK line. NYK is a diversified logistics company, global in skill, and based in Japan. The Port will also receive container shipments beginning in 2012. NYK has opened a distribution facility in Sumner in anticipation of activities at the Port of Tacoma. The new NYK lease will bring 3,200 new jobs to Washington (1,800 in Pierce County, 1,400 outside the county) and generate \$19.5 million in state and local taxes.

Mr. Farrell reviewed projects. TOTE terminal encompasses 60 acres and will open in 2011. The new NYK terminal spans 168 acres and is a state-of-the-art mobile terminal. Cargo is moved from the ships to trains. One train can handle 250 to 280 containers. It's anticipated the new NYK terminal will open in mid-2012.

Mr. Farrell reviewed improvements to road and rail systems. An important strategy is ensuring cargo moves by rail. An initial traffic study is driving the design efforts. Port staff is working with Fife staff and other stakeholders to ensure road and rail infrastructure improvements are successful.

Mr. Farrell identified Puyallup tribal properties on the peninsula. The Tribe and SSA Marine are planning a terminal. The Port of Tacoma supports the venture for generating economic activity in Pierce County. SSA will act as the lead developer and tenant of the Puyallup Indian Tribe. The Port and SSA Marine projects are independent, on different time frames, and involve different permitting processes.

The preliminary traffic study analyzes historic traffic patterns and future projections. Most of the traffic is driven by general economic and population growth. Further study of origin and destination pairs, types of vehicles making trips, and hours of the day trips is underway. Capital and operating solutions will meet Washington State Department of Transportation (WSDOT) standards and best

practices. Port and Fife staff are working together on traffic studies.

The Ports of Tacoma, Seattle, and Vancouver in British Columbia entered into a collaborative effort to examine sources of emissions throughout the logistics industry in the Georgia and Puget Sound Basins and develop strategies to address issues on a regional basis.

The Port is evaluating ways to enhance Wapato Creek as it crosses the terminal area and flows into the Blair Waterway. An option is to incorporate bridging technology rather than installing culverts.

Discussion ensued on planned rail and road infrastructure improvements. Councilmember Godwin indicated the improvements stop short. Fife is inundated with truck traffic and infrastructure enhancements should extend beyond the Port's ownership. Mr. Farrell replied that Port staff, Fife staff, and other stakeholders are engaged and analyzing how to move traffic through the region.

Councilmember Godwin said improvements to date have not benefited the City. Trucks from the Port are using Valley and 70<sup>th</sup> Avenues. The City needs financial assistance to build infrastructure to handle truck traffic. The traffic analysis should address how to move trucks from the freeway to the Port, and from State Route (SR) 167 to the Port. Mr. Farrell indicated he'll return to discuss solutions as road and rail infrastructure improvements move forward.

Mayor Johnson commented that there are opportunities for the Port to partner with Fife to ensure improvements benefit all parties involved.

Councilmember Hull commended Port officials for their commitment to clean up the sites and improve the quality of life for Fife citizens. He said he looks forward to the terminals opening in 2012.

Councilmember de Booy said the economic aspect of redevelopment is great and will bring more people to Fife. She encouraged Port officials to continue planning efforts and give thoughtful consideration to road and rail system improvements. Enhancements to the rail system could help alleviate truck traffic in the City.

Discussion ensued on the alignment of the rail and the source of emissions from Port activities. Mr. Farrell advised that very little cargo travels north of Tacoma on the UP line because it terminates in Seattle. The Port conducted an inventory of maritime sources (tug and ferry boats, steam ships, straddle carriers, trains, trucks). Within that industry and in the Port of Tacoma area, trucks represent approximately 1% of total emissions. The ratio of emissions related to ships, cargo handling equipment, rail, harbor craft, and trucks are 30%, 30%, 30%, and 10%, respectively.

In response to a question from Mayor Johnson, Mr. Farrell said he'll follow up on the minimum number of containers the Port requires terminals to move by rail.

Mayor Johnson commented that the City has invested significant funds to construct Wapato Creek overpasses and structures that are fish friendly, as well as investigating ways to re-create a fish-bearing stream. Main issues involve low flows and dissolved oxygen. He asked Port officials to consider those issues in their redevelopment plans.

Mr. Farrell introduced Port of Tacoma staff in attendance.

**RECESS**

Mayor Johnson recessed the meeting from 7:54 p.m. to 8:01 p.m.

**Sound Transit  
Extension Alternatives**

Eric Chipps, Senior Planner, Sound Transit (ST), reported citizens voted against Proposition 1 in November 2007. He presented options for expanding regional mass transit. The Pierce Transit Board is adopting a revised ST 2 Plan next week. The Board must make a final decision the first of part of August to meet a November ballot deadline. Supplemental materials were distributed. Mr. Chipps provided an overview of the system.

Average weekday ridership on ST services is 28% more than first quarter 2007. Capital improvements totaling \$330 million to operate passenger rail has increased BNSF line capacity. ST also owns lines south of Tacoma to the Pierce County line. Eventually, service will extend to the City of Lakewood facilitating the possibility of Amtrak adding service to the line removing it from the Point Defiance route and expanding capacity for freight movement.

Mr. Chipps outlined remaining improvements voters approved in 1996 consisting of light rail expansions from downtown Seattle through the Rainier Valley and Tukwila areas, and eventually to the airport estimated for operation by the end of 2009. ST plans to break ground next year on a tunnel for service from downtown Seattle to the University of Washington (UW) scheduled for operation by 2016.

With traffic congestion growing each year, public feedback to ST is calling for the expansion of mass transit. With the region's population projected to increase 30% by 2030, the new options package responds to the highest priority needs providing the greatest and most immediate public benefits. Proposition 1 would have added more than 50 miles of light rail, improve commuter rail facilities, and increased regional express service. However, the ST2 package was complicated and too costly for the public to understand. Mr. Chipps outlined key components of the initial package.

Mr. Chipps reviewed a 12-year option using a sales tax increase of 0.4% and 0.5%. Adding a potential 0.5% will fund light rail expansions in the south and east corridors. The new options package increases Tacoma-Seattle Sounder commuter rail service by adding new daily trips and increasing platform lengths to accommodate longer trains. One issue is whether it's possible to gain more capacity on the rail lines. A Memorandum of Understanding (MOU) between ST and BNSF is required prior to adopting a new plan providing for four new

roundtrips per day during peak and mid-day periods. The package includes a regional transit partnership contribution to extend the Tacoma Link service to Tacoma General Hospital and/or east towards Fife.

Public outreach during the May-June 2008 time period resulted in 6,077 questionnaire responses and 4,105 written comments. Much of the feedback suggests the agency consider additional expansion alternatives. A 15-year mass transit expansion concept was developed and includes a targeted set of rail extensions and new bus service across the Central Puget Sound region that would be delivered step-by-step between 2009 and 2023 to destinations from S 272<sup>nd</sup> up to Lynnwood and points east.

Mr. Chipps reviewed a cost comparison matrix of the packages presented based on the 0.4% and 0.5% options. The typical new cost per adult is \$55 (0.4%) or \$69 (0.5%) annually. The Board is currently evaluating the 15-year package and ballot timing.

In response to a comment from Councilmember Hull about ST not providing service from Tacoma to Everett, Mr. Chipps explained there are plans for one run from Everett connecting with the reverse train from the King Street Station in Seattle, which will eventually link to Tacoma.

Councilmember Roscoe asked whether there's any shift on the perception of commuting to work. Mr. Chipps said there is no direct evidence of a shift in the Puget Sound Region today. However, people are beginning to consider the link between housing and commuting costs. Councilmember Roscoe indicated she could support the 15-year concept. Mr. Chipps reported the Board is meeting next week. He invited the Council and citizens to attend.

Discussion ensued on the proposed alignment of the Tacoma Link extension within Tacoma, eastward to the casino area on the other side of the river, and eastward from Tacoma and south from the airport.

City Manager Worthington asked whether there is a difference in the cost between the two extensions. Mr. Chipps said light rail from the airport south is assumed to include an aerial structure at approximately \$175 million a mile. The streetcar system in Seattle was recently built for \$40 million a mile. The Tacoma Link improvements will cost approximately \$80 million a mile.

Mayor Johnson responded to Councilmember Roscoe's question about changing the perception of commuters. Increasing telecommuting options was a topic discussed at the recent Association of Washington (AWC) conference in Yakima. He spoke about how existing parking garages are at capacity. Mr. Chipps reported the travel shed for the Tacoma Dome Station is broad and includes commuters from the Lakewood area. It's anticipated two additional stations in Lakewood will shift the demand closer to its origin and relieve some pressure at the Tacoma Dome Station. The agency is working with local jurisdictions to identify additional short-

term options such as parking expansions.

Mayor Johnson said the 15-year package appears more viable for the Puget Sound region. Commuters need rail options. He asked if there is a potential to pull in corporate dollars from property taxes to help fund the improvements. Mr. Chipps said a decision about funding mechanisms is up to the Legislature.

In response to a question from Councilmember de Booy about the increased demand for public transportation and whether buses are full, Mr. Chipps explained there is standing room capacity on some of the trains. He described some passenger traveling behaviors. ST does not operate express buses from Seattle to the airport. Trains traveling from Lakewood and Tacoma to the airport are at capacity. Mr. Chipps referred to a *First Quarter 2008* report on service delivery.

City Manager Worthington reported the Council could offer comments on the alternatives. Four Councilmembers indicate support for the 15-year concept. One member is opposed. City Manager Worthington indicated staff will draft a statement of support for the 15-year option on behalf of the Council.

#### **CHANGES TO AGENDA**

Agenda topics on Chapter 18 Subdivision Code Revisions, and Chapter 14 Permitting Revisions were deferred to a future meeting.

#### **48<sup>th</sup> Street Local Improvement District (LID) Status**

Director Blount provided a map of the parcels in Local Improvement District (LID) No. 08-2, 48<sup>th</sup> Street East. No signed petitions have been returned. Property owners are unable to obtain building permits until the LID is formed. Staff recommends the Council direct staff to issue a letter establishing a specific date after which petitions for the LID as currently planned are rejected. Staff will present a resolution for the Council's consideration at the September 9, 2008 meeting to officially close the petition effort and provide copies of signed petitions. Property owners wishing to proceed with development could pursue other options to extend sewer to individual properties. Property owners might be more willing to sign a petition if there is an established deadline.

Councilmember Godwin asked if the City authorized circulation of the LID petition. Director Blount advised that the Council authorized the petition process, which is City funded. The financial investment, preliminary design, and LID planning is useful for an eventual sewer project. Councilmember Godwin expressed support for concluding the petition process.

Mayor Johnson asked about staff's preparedness to host a neighborhood meeting to provide the information. Director Blount replied that noticing for a neighborhood meeting could be accomplished with the letter to property owners establishing a deadline for accepting petitions.

Councilmember Roscoe asked about the timing of the letter. Director Blount responded the letter can be mailed within the next week.

*Councilmembers generally agreed to establish September 2, 2008 as the deadline for petitions and directed staff to schedule a neighborhood meeting in August.*

### **Vesting Standards**

City Attorney Combs briefed the Council on an option to consider adopting an ordinance establishing a time when projects are vested. Three options include:

- The first application submitted for a development vests the developer to the regulations in effect on that date for that permit and each subsequent permit filed at a later date for that specific project.
- Vesting could apply only for that application filed if it is an application that the state Legislature or Supreme Court has stated a developer can or is required to vest to, such as building permits, land divisions, septic tank, shoreline, and grading permits. Applications must comply with regulations in effect at the time of submittal.
- When a developer submits a complete application for a permit recognized by the City, that permit only vests with the regulations in effect on the day the application is filed. Vesting does not apply to any subsequent phases.

Councilmember Roscoe asked for an example of a complete application. City Attorney Combs said a complete application is defined in Fife's Municipal Code (FMC). In cases where a complete application is not defined, staff determines what constitutes a complete application based on a checklist. Complete application criteria are currently defined. Staff could present an ordinance for the Council's consideration at the next meeting.

Councilmember Godwin asked about circumstances arising from a developer pursuing a phased project and regulations changing midway through the phased work. City Attorney Combs said based on a middle ground approach (third bullet) the developer would not be vested for future phase permits. He outlined when it would be appropriate for the City to entertain a development agreement for a larger project stipulating vesting dates for different permit components.

Councilmember Hull said he supports an ordinance for vesting of project permit applications providing the best protection to the City.

Councilmembers Roscoe and Godwin agreed the middle ground strategy is in the City's best interest and provides certainty for property owners.

*The Council generally agreed and directed staff to present an ordinance for first read for consideration at the next meeting using the middle ground approach.*

Mayor Johnson asked staff to brief the Council on impacts associated with adopting a vesting ordinance.

Councilmember de Booy said she's supportive of an ordinance clearly outlining vesting for developers and the City.

**Second Quarter  
Report**

City Attorney Combs disclosed that he is representing a developer on a vested rights issue currently before the Washington State Supreme Court. He outlined the details of the case in Pierce County. The jurisdiction in Pierce County did not have a vesting ordinance in that particular case.

Director Marcotte reported the City continues to be adversely impacted by national and regional economic trends. State forecasts assume another economic slump in the last quarter of the year and the first half of next year. He summarized the City's financial condition and budget status as of June 30, 2008.

Fife has approximately \$30 million invested with the Washington Local Government Investment Pool and an additional \$4 million invested in fixed income securities. The City's received 53% of its 2008 property tax levy. Sales tax provides slightly more than 50% of the general fund budget and auto sales produce approximately 50% of sales tax revenues. Sales tax collections are particularly weak in auto sales and construction and are in line with 2005 sales tax trends. Only 10% or approximately \$61,000 of the budgeted amount of \$600,000 for building and related permits has been collected.

In early 2008 the City received the 2007 installment of \$850,000 owed under the terms of the interlocal agreement with the Puyallup Indian Tribe. Fife also received an additional \$100,000 grant for public safety purposes. The Tribe owes the 2008 interlocal agreement amount of \$850,000, a \$212,500 payment for the pool remodel, and an "in lieu" amount for sales and lodging tax of approximately \$250,000. It's anticipated the City will receive the funds prior to year-end.

Non-parking traffic infraction penalties are tracking well ahead of the budgeted amount of \$300,000. Actual collections for 2008 will likely exceed \$400,000. Lodging tax collections are also expected to exceed budget projections.

Water and sewer utility revenues are tracking more than 2007 revenues. Staff anticipates utilities to meet or exceed 2008 revenue projections.

Of the 1,024 active ULID 98-2 accounts, 140 are currently delinquent by more than \$20 totaling \$173,000. However, actual assessment collections are well ahead of assessment dates because many assessments are paid early when properties are sold. This allowed the City to make an early call of \$500,000 of ULID bonds in April 2008.

Discussion ensued on how much money was saved with the early call of ULID bonds, which benefits the affected property owners through reduced interest.

Councilmember Godwin asked how the City collects on the delinquent accounts. Director Marcotte described the structured LID collection process that could ultimately lead to foreclosure. Many of the accounts are only a year behind. City Manager Worthington added that Fife is in first position if a bank takes ownership

of a property. At the time of foreclosure, the bank settles the LID assessment or the property is turned over to the City.

Director Marcotte assured the Council that Fife is well prepared to weather the current economic storm. The Council and City Manager have worked to maintain reserve fund balances.

Councilmember Hull asked how the Council can ensure major projects identified for 2008 and 2009 are funded. Director Marcotte responded the Council has complete budget authority. Fife has had healthy sales tax revenue enabling the City the option of not utilizing other taxing options to the fullest extent possible.

Councilmember Hull asked whether the Council has the option to un-restrict some funds. Director Marcotte replied that the Real Estate Excise Tax (REET) funds are restricted by the Legislature in addition to other funds such as Lodging Tax and Growth Management. The Tribal and Public Safety funds are discretionary. He indicated he will follow with additional information on funds the Council could un-restrict.

City Manager Worthington added that the Council has the ability to evaluate a different funding structure for 2009 and could decide to release some of the reserves. An additional \$500,000 in expense reductions to meet ending fund targets for 2008 is needed. He is working with department directors and taking steps to reduce expenses.

Councilmember Godwin pointed out the City owns unutilized land and questioned the benefits of surplusing properties and using the proceeds to pay for properties the City wants to retain, which would reduce expenses. Director Marcotte said it depends on the original source of the funds used to purchase the properties. Councilmember Godwin asked whether gains realized above and beyond the purchase price could be used to pay off other expenditures. Director Marcotte acknowledged Councilmember Godwin's comments and agreed it could be a consideration.

#### **OTHER BUSINESS**

Discussion followed on Council attendance to the Pierce County Puyallup River Watershed Council meeting on Friday from 9:30 a.m. to 12:30 p.m. at City Hall on decertifying levees in Fife. City Manager Worthington reported he plans to attend on behalf of Mayor Johnson. Councilmember Godwin indicated he plans to attend a meeting on setback levees in Sumner on the same date.

City Manager Worthington reported staff is scheduling a public meeting for August 6, 2008 at 6:30 p.m. at the Brookville site on the master plan. A revised master plan should be available for the Council's consideration at the end of August.

City Manager Worthington reported the City received an approved permit from the Washington Department of Fish and Wildlife (WDFW) to remove the culvert at the Hammer property.

A direct library services survey mailing is scheduled for July 22, 2008 to Fife residents. A preaddressed stamped envelope will be included. Councilmember Hull asked staff to forward a copy of the survey to the Council prior to the mailing.

Director Reuter reported Fife's first outdoor movie in the park is scheduled for Friday, July 19, 2008 beginning at 9:15 p.m.

Councilmember Roscoe reported on the success of a recent summit trip by injured veterans to Mt. Rainier.

**MOTION**

**Councilmember Roscoe moved, seconded by Councilmember Hull, to extend the meeting to 10:15 p.m. for the purpose of an executive session. Motion carried.**

**RECESS TO  
EXECUTIVE  
SESSION**

**Mayor Johnson recessed and convened an executive session at 9:45 p.m. for the purpose of Real Estate RCW 42.30.140 for approximately 30 minutes. No action will follow the executive session.**

**RECONVE/  
ADJOURNMENT**

**With there being no further business, Mayor Johnson reconvened and adjourned the meeting at 10:15 p.m.**

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Barry Johnson, Mayor

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Steve Marcotte, City Clerk/Finance Director

Prepared by Cheri Lindgren, Recording Secretary  
Puget Sound Meeting Services

**FIFE CITY COUNCIL  
MINUTES**

**Fife City Hall  
Council Chambers**

**Date: July 22, 2008  
Time: 7:00 p.m.**

**EXECUTIVE SESSION**

**Mayor Pro Tem Cerqui convened an executive session at 6:30 p.m. for the purpose of Real Estate RCW 42.30.140 for approximately 20 minutes.**

**ADJOURNMENT**

**Mayor Pro Tem Cerqui adjourned the executive session at 6:50 p.m.**

**CALL TO ORDER AND  
ROLL CALL**

Mayor Pro Tem Cerqui called the regular meeting of the Fife City Council to order at 7:04 p.m. with the following Councilmembers present: Richard Godwin, Glenn Hull, Butch Brooks, Rob Cerqui, Nancy de Booy, and Kim Roscoe.

Excused: Mayor Barry Johnson.

Staff present: City Manager Steve Worthington, Assistant City Manager Jim Reinbold, Public Works Director Russ Blount, City Attorney Loren Combs, Municipal Court Judge Kevin Ringus, Parks and Recreation Director Kurt Reuter, Community Development Director Carl Smith, Police Chief Brad Blackburn, Confidential Administrative Assistant Andrea Richards, Assistant City Engineer Ken Gill, Financial Analyst Dave DeGroot, Planner 1 Chris Pasinetti, Code Enforcement Officer Chris Larson, Deputy City Clerk Helen Ware, Public Works Staff Art Gregg, Police Officers Travis Kenyon, Ryan Wyritzke, and Paula Schwan, and Recording Secretary Valerie Gow.

**PLEDGE OF  
ALLEGIANCE**

Councilmember Roscoe led the pledge of allegiance.

**CHANGES, ADDITIONS  
OR DELETIONS TO  
AGENDA**

Resolutions #1205 and #1226 were added to the agenda. The public hearing on Development Agreement with Praxair and Ordinance #1666 were deferred to a future meeting. The agenda was approved as amended.

**CONSENT AGENDA**

- a. Approval of Minutes: July 8, 2008 Council Meeting
- b. Approval of Vouchers:  
Payroll:#44696-44755 \$542,511.53  
Claim: #73075-73227 \$727,522.64  
Adopt Ordinance:
- c. #1674 Authorize Community Mixed Use Zone Street Standards

**Motion**

**Councilmember Brooks moved, seconded by Councilmember Godwin, to approve the consent calendar as presented.**

A correction to the minutes was requested to correct the spelling of Carol

Sue Braaten's name within the minutes.

**Motion**

**Motion carried as amended.**

**SPECIAL  
PRESENTATIONS**

**New Employees**

Mayor Pro Tem Cerqui introduced and welcomed Tim Floyd, Police Commander. Commander Floyd was born and raised in Pierce County and graduated from Orting High School. He graduated from Central Washington University with a Bachelor's degree in Criminal Law Justice. He previously worked for the City of Milton and the City of Puyallup as a Police Officer.

**Police Department  
Awards**

Police Chief Blackburn and Mayor Pro Tem Cerqui presented Lifesaving Awards to Officers Travis Kenyon and Ryan Wyrizke for their response and quick action for saving a man who had collapsed from a heart attack on June 3, 2008.

**National Night Out  
Against Crime**

Officer Paula Schwan provided a video presentation on the City of Fife's annual National Night Out Celebration. This year's event is on Tuesday, August 5, 2008 at the Fife High School football field. The event will feature music, food, games, and fun for every one of all ages. Officer Schwan invited everyone to attend.

**COUNCIL DELEGATE  
REPORT**

Councilmember Brooks reported on his trip to Reno with his girl's fast pitch team.

Councilmember de Booy commented on several trips planned for seniors through the Fife Community Center. A free art class is planned at the end of the July at the Fife Community Center.

Councilmember commented on the good attendance at the movie in the park. Councilmember Roscoe recently attended Zoobilee, which is a main fundraiser for the Point Defiance Zoo.

Mayor Pro Tem Cerqui attended the last Mayor's Forum on behalf of Mayor Johnson.

**PUBLIC HEARING**

**Development Agreement  
with Praxair**

The item was deferred to a future meeting.

**Authorizing Circulation of**

Enforcement Officer Larson provided an update on actions to date. The

**Petitions for Benthien  
Loop Annexation**

City received a petition on July 27, 2007 signed by owners of 10% of the assessed property area in the annexation area. The Council directed a community meeting with residents to determine proper zoning. Neighborhood Commercial was determined to be the appropriate zoning requiring a land use designation change, which occurred during the annual comprehensive plan amendment cycle. A second citizen meeting on infrastructure costs was held on March 26, 2008 for staff to answer questions. Preannexation zoning was adopted on May 13, 2008. Staff has begun coordination with Pierce County and has forwarded the petition to the Boundary Review Board (BRB) for early review.

The request before the Council is whether the petition should be approved for circulation. There is no time limit for the circulation process. However, signatures are only valid for six months. After receipt, the City will forward the petition to the BRB. The BRB will forward the petition to the Pierce County Assessor's Office for certification to ensure properties are located within the petition and property valuation is at least 60% of the entire assessed valuation, which is required for annexation. After the petition has been determined sufficient, notification will occur to the City along with a notice of intent to the BRB starting a 45-day comment period where a municipality or government agency can invoke the BRB's jurisdiction. After 45 days and no action, Pierce County approves the annexation and the Fife City Council approves the annexation.

Enforcement Officer Larson noted the Council has indicated it does not wish to pass on costs to citizens wishing to annex. The Fife Municipal Code (FMC) allows the City to recover costs occurred in reviewing and processing the annexation. Staff recommends costs associated with the annexation should be waived.

Councilmember Hull inquired about the cost of the annexation. City Manager Worthington indicated the cost is approximately \$20,000.

Councilmember Roscoe asked how the cost of annexation is typically assessed to new residents. City Manager Worthington said he believes the City has never assessed annexation costs. City Attorney Combs added that most annexations are developer-driven and costs are assessed during the development process. The Benthien Loop annexation is a request by citizens to annex the neighborhood, which is not the typical annexation process.

Councilmember de Booy questioned the process used by the Council to waive the costs. City Attorney Combs advised the Council that they should include waving the fee within the Council's action.

Mayor Pro Tem Cerqui opened the public hearing at 7:31 p.m.

**Public Testimony**

**Ron Arndt, 308 55<sup>th</sup> Avenue East**, thanked the Council for their efforts. He said he and his family support the annexation and looking forward to becoming citizens of the City of Fife. He expressed appreciation for waiving the fees.

**Rich Lott, 5505 4<sup>th</sup> Street East, Tacoma**, recognized staff and the Council for their work and efforts on the annexation process. He said he hopes the Council approves the annexation. The community is looking forward to having a voice in government and in the future of the community.

Mayor Pro Tem Cerqui closed the public hearing at 7:33 p.m.

**Motion**

**Councilmember Roscoe moved, seconded by Councilmember de Booy, to approve circulation of an annexation petition for the area known as Benthien Loop as described in Exhibits A and B of Attachment 1 of the Staff Report and require the simultaneous adoption of the zoning regulations set forth in Ordinance No. 1672, and assumption of existing indebtedness of the City by the area to be annexed.**

**Motion**

**Councilmember Godwin moved, seconded by Councilmember Brooks, to waive all associated fees with annexation. Motion carried unanimously.**

**Motion**

**Motion carried unanimously.**

**ORDINANCES AND  
RESOLUTIONS**

**ORDINANCES**

**#1666 Development  
Agreement with Praxair**

Item deferred to a future meeting

**#1675 Vesting Standards**

Deputy City Clerk Ware read the title of Ordinance #1675:

*An ordinance of the City Council of the City of Fife, Washington, relating to vesting of project permit applications and adding a new Chapter 14.11 to the Fife Municipal Code.*

**Motion**

**Councilmember Brooks moved, seconded by Councilmember Hull, to approve first reading of Ordinance No. 1675; Vesting Standards.**

City Attorney Combs reported the Council directed the preparation of the proposed ordinance to provide for vesting of land use permit applications to the land use control ordinances in effect at the time a complete application for the permit is received. Staff recommends approval of the ordinance.

Councilmember Brooks said the ordinance is a good step in the right direction. He clarified that the ordinance is for vesting of a permit not a vesting of a complete project.

**Motion**

**Councilmember Brooks moved, seconded by Councilmember Godwin, to amend Ordinance 1675 to include a two-year time limit on the vested right.**

City Attorney Combs advised the provision could be added as subsection E under Section 3 on page 2 of the ordinance.

Councilmember Brooks commented on the importance of having a sunset clause.

City Attorney Combs suggested allowing an additional provision of including an allowance for an extension on the two-year time limit based on a list of reasons. For example, a recession could make it extremely difficult for a landowner to complete a project. Staff can include some standards stipulating certain conditions, which must be satisfied for granting an extension.

The Council agreed with the suggestion by City Attorney Combs.

**Friendly Amendment**

*The makers of the motion agreed with a friendly amendment by City Attorney Combs to include a new section 14.11.020 E. requiring applications that are vested to be completed within two years after the permit has been issued as well as including language for authorizing an extension.*

City Attorney Combs advised that he will work with staff to draft the language for review by the Council at the second reading.

**Motion**

**Motion carried unanimously on the amendment to the motion.**

**Motion**

**The amended main motion carried unanimously**

**RESOLUTIONS**

**#1222 Authorize Deed**

Director Blount briefed the Council on the request to approve a resolution

**Restriction and Right of Way Conveyance for Valley Avenue**

for a deed restriction. The deed restriction and right-of-way areas are the minimum necessary to complete the work to widen Valley Avenue.

Deputy City Clerk Ware read the title of Resolution #1222:

*A resolution of the City Council of the City of Fife, Washington, authorizing a deed restriction and right of way conveyance on Parcel No. 0420172041.*

**Motion**

**Councilmember Brooks moved, seconded by Councilmember Roscoe, to approve Resolution No. 1222; Authorize Deed Restriction and Right of Way Conveyance for Valley Avenue.**

Director Blount described protections of the creek bed and associated wetlands and buffers during construction at the request of Mayor Pro Tem Cerqui.

**Motion**

**Motion carried unanimously.**

**#1223 Award Contract Erdahl Ditch Repair**

Assistant City Engineer Gill requested the Council's authorization to award a contract to EJ Rody & Sons for the Erdahl Ditch Culvert Replacement for an amount of \$209,625 excluding sales tax.

Deputy City Clerk Ware read the title of Resolution #1223:

*A resolution of the City Council of the City of Fife, Washington, authorizing the City Manager to award a construction contract for the "2008 Street Preservations Program" to Tucci & Sons, Inc.*

**Motion**

**Councilmember Hull moved, seconded by Councilmember Roscoe, to approve Resolution #1223; Award Contract Erdahl Ditch Repair.**

Mayor Pro Tem Cerqui inquired about the amount of the project contingency. Assistant City Engineer Gill reported the contingency amount is \$21,542.

**Motion**

**Motion carried unanimously.**

**#1224 Award Contract for Street Preservation Program**

Director Blount reported he's received information from Pierce County that the county is withdrawing its offer to complete the chip seal on Freeman Road. Removal of that element will bring the project within the budget and will enable completion of the overlay of 49<sup>th</sup> Avenue. He recommended the award to Tucci & Sons, Inc. for the 2008 Street Preservation Program for a contract amount of \$27,098.01.

Councilmember Roscoe inquired about the status of Freeman Road while Valley Avenue is under construction. Director Blount reported the contract includes some repair work. The project includes structural improvements on Freeman Road that will last through the detour. If potholes occur, they will be filled. The Valley Avenue detour will occur later in the year.

Councilmember de Booy asked about the county's future plan to complete a chip seal of Freeman Road. Director Blount said the action pertains to this calendar year, as there have been some impacts to construction because of the discontinuance of production of asphalt materials by a refinery in the state. Pierce County obtains its materials at that refinery and will be impacted by the loss of the product as well as having difficulty obtaining product for the county's pavement program.

Councilmember de Booy asked about public notification once the project work begins. Director Blount said there have been several articles in the newspaper as well as site signage.

**Motion**

**Motion carried unanimously.**

**#1225 Award Contract for Automated Water Meter Reading System**

Director Blount reported four initial bids were received for the automated water meter reading system. The item is a budget line item in the Water Department and provides the department with the ability to transfer workload to other City activities by avoiding having to manually read water meters. The system includes a new main transmitter receiver antenna installed on a light pole at Dacca Park.

Director Blount reported the proposal is approximately 20% over budget. Part of the increased cost pertains to the requirement for a higher radio power than some of the competitors offered to ensure the system works sufficiently because of cross radio traffic occurring from the Port of Tacoma and I-5. The bid was in two parts to include installation, which staff also recommends approving.

Deputy City Clerk Ware read the title of Resolution #1225:

*A resolution of the City Council of the City of Fife, Washington, authorizing a purchase agreement with United Pipe & Supply for an automated water meter reading system.*

**Motion**

**Councilmember Roscoe moved, seconded by Councilmember de Booy, to approve Resolution #1225; Award Contract for Automated Water Meter Reading System.**

Councilmember Roscoe asked whether staff will be installing individual meter heads. Director Blount reported staff recommends and the resolution includes having the contractor install individual meter heads, which accounts for the major amount of the budget overrun. If the Council directs, installation by staff could save approximately \$89,000. However, the issue is whether there would be any direct savings, as it would take City crews up to six months or more to install meter heads.

Councilmember Roscoe asked about the time involved to install meters. Director Blount said installation varies but can take up to half an hour. Public Works staff member Art Gregg said it can take longer dependent upon the situation. He explained how some meters can be connected with conduit, which can save money by reducing the number of transmitters that may be needed. However, it will take time to install. Councilmember Roscoe asked whether \$89,000 is a set cost. Director Blount replied that the contract amount of \$89,000 is for the prescribed number of meters to be installed.

Councilmember de Booy asked about the number of meters to be installed. Director Blount reported 1,753 meters will need to be installed. Of those, 500 are capable of transmitting readings from more than one meter for a total number of 2,253 meters in the City. The project timeframe is anticipated to occur in fall after the installation of the antenna.

Director Blount answered questions on equipment specifications within the bid.

Councilmember Hull commented that Radiance was prewired to accept the new technology. Director Blount explained that newer subdivisions were wired to the extent that they could still be read by the older meter reader system. A common transmitter will be able to be used for two meters. However, the sending unit was installed with older technology and will need to be replaced.

**Motion**

**#1205 Authorization for Purchase and Sale Agreement with Managing Green, LLC for Right of Way**

**Motion carried unanimously.**

City Manager Worthington reported the City has been negotiating a Purchase and Sale Agreement with Managing Green, LLC, for right-of-way necessary for widening Valley Avenue East between 70<sup>th</sup> Avenue East and Freeman Road East. The property will require space for right-of-way and a slope easement for the project. Staff recommends approval of the agreement.

Deputy City Clerk Ware read the title of Resolution #1205:

*A resolution of the City Council of the City of Fife, Washington, approving the agreement with Managing Green, LLC to acquire real property and easements for right of way and utilities purposes.*

**Motion**

**Councilmember Hull moved, seconded by Councilmember Roscoe, to adopt Resolution #1205; Authorization for Purchase and Sale Agreement with Managing Green, LLC for Right of Way. Motion carried unanimously.**

**#1226 Authorization for Purchase and Sale Agreement with Managing Green, LLC for "Trading Stock"**

City Manager Worthington reported acquisition of the "Trading Stock" is necessary to acquire right-of-way easements on lands in Trust with the U.S. on behalf of members of the Puyallup Tribe of Indians. The resolution is a companion action to the preceding action and carries a recommendation by staff for approval.

Deputy City Clerk Ware read the title of Resolution #1226:

*A resolution of the City Council of the City of Fife, Washington, approving the agreement with Managing Green, LLC to acquire real property and easements for "Trading Stocks" purposes.*

**Motion**

**Councilmember Hull moved, seconded by Councilmember Roscoe, to approve Resolution #1226; Authorization for Purchase and Sale Agreement with Managing Green, LLC for Right of Way. Motion carried unanimously.**

**NEW BUSINESS**

**Acquisition Options for the Heath Property**

Director Reuter reported on the opportunity to extend the trail system from Wedge Park across Wapato Creek to the Wapato Point Estates neighborhood. Originally, the City had planned to connect the trail as part of the expansion for Wedge Park to improve 28<sup>th</sup> Street as well as some frontage improvements along Wedge Park. Staff explored some issues associated with that option and discovered the option was too costly. Another idea is considering the acquisition of properties owned by the Heath family.

Director Reuter displayed and reviewed three aerial maps of the property and three options for consideration. Regardless of the option, the City would need to acquire an easement from John Fietz to cross his property.

Director Reuter reported the City has sent two registered letters to the Heath family expressing the City's interest in the property. The City has not received a response to the letters. City Attorney Combs added that

Assistant City Attorney Amann visited the property and no one was home.

Director Reuter reported the proposal would be an easier and less expensive option and would afford the ability for the City to expand the trail system and enhance the ability for the neighborhood to access Dacca Park. He asked the Council for feedback on the proposal.

Councilmember Godwin said the proposal is a shift in policy from the original proposal to construct a bridge. He asked about the cost for acquiring the property. Director Reuter said at this time, he is unable to provide an estimate. Councilmember Godwin pointed out that without knowing the purchase cost, it's not possible to claim the option as a lesser cost option. Councilmember said there was a bridge plan and the City was supposed to do some culvert removal in association with the bridge. He said the numbers do not add up claiming the purchase of the property would be less expensive than building a bridge. He said he doesn't favor moving someone from their home for a trail. He suggested staff should reconsider the proposal.

Councilmember Brooks suggested the City has many other higher priority projects and does not favor moving forward with any condemnation procedure, but would be willing to look at some options later.

Councilmember de Booy agreed the City needs to continue working on other park project before beginning a new project. The Council did discuss constructing a bridge. She said she was unsure on the status of the original direction.

Councilmember Roscoe indicated that she wants to avoid the perception of her personally not wanting to move forward on the project as it was discussed before the development of Wedge Park. The pedestrian movement through the area towards the junior high needs to occur. She asked how a policy change occurred from building a bridge to pursuing the trail through the properties. Director Reuter replied that the trail was not addressed in the Parks and Recreation Plan other than a concept of the City wanting connectivity between Wedge Park and the neighborhood. City Manager Worthington advised that there were discussions about a bridge but that no formal decision was ever made on the option. Councilmember Roscoe pointed out the difficulty of pursuing the option without having an estimate on the value of the property. Director Reuter advised that the intent by staff is to have an initial discussion to see if there is any interest by the Council, which is why staff did not pursue an appraisal of the property. Councilmember Roscoe asked why the option would be better than the bridge. Director Blount said an important element involved Council's goal for stream restoration. Staff looked at the cost of

permitting and building a bridge resulting in costs for mitigating and damaging healthy, growing wetland habitat versus investing in property and allowing improvements to the stream corridor, which is consistent with Council's goals. Acquisition of the property could accomplish two goals of fulfilling the comp plan goal of connectivity and major enhancement to the stream corridor that likely will not occur privately because it's not part of a major development opportunity. Councilmember Roscoe said her concern is removing the bridge from consideration without the Council's formal recognition and moving forward with a discussion on real estate acquisition without Council consensus.

Mayor Pro Tem Cerqui agreed the bridge was always the intent to tie Wedge Park to Wapato Point. He said he's disappointed that the homeowners association will not allow the option. In the future, the bridge would be a nice connection. He said he wouldn't support any of the three options because of the amount of private ownership along the creek. If the property was put on the market for sale, it would be worthwhile to City to consider, but at this time he doesn't support pursuing this particular option and would prefer to talk with the Wapato Point homeowners about the bridge option.

Councilmember Brooks requested a discussion on the proposal at the Council's next executive session.

The Council concurred not to pursue moving forward with any options concerning staff's proposal. Director Reuter added that staff never removed the bridge option; the proposal is another option for the Council's consideration in lieu of the bridge option.

**Briefing on Pierce County  
Countywide Planning  
Policies**

Director Smith advised the briefing is to seek input on a future action of the Council concerning Pierce County Countywide Planning Policies. The Pierce County Regional Council (PCRC) is recommending some amendments to the policies that are adopted through an interlocal agreement. Ratification of amendments requires a minimum amount of support of member jurisdictions in Pierce County of 60% representing 75% of the population. The proposed amendments involve "Regional Growth Centers." The centers are areas of concentrations of growth in both jobs and population. Four types of centers are identified in the policies. Centers are to:

- be priority locations for accommodating growth;
- strengthen existing development patterns;
- promote housing opportunities close to employment;
- support development of an extensive multimodal transportation system which reduces dependency on automobiles;

- reduces congestion and improves air quality; and
- maximize benefit of public investment in infrastructure and services.

One main incentive for local jurisdictions adopting centers is receiving priority for transportation. He reviewed a provision in the amendment alluding to the incentive stating, "Centers should receive a high priority for the location of high capacity transit stations and/or transit centers." The four types of centers include, Metropolitan Center, Regional Growth, Countywide Centers, and Manufacturing/Industrial Centers. Director Smith reviewed the description of each center. Not all the centers would pertain to Fife. Regional Growth Center would be appropriate along Pacific Highway and the Countywide Center might be appropriate for the City's Community Mixed Use zone.

If the Council ratifies the amendment, there is no change to Fife. However, if the Fife wants to consider the benefits of priority funding, the Council could include a policy in the comprehensive plan supporting centers and further define the boundaries of each center, as well as having supporting policies and regulations to encourage development supporting centers. After adoption in the comprehensive plan, the City is required to apply to the county to be recognized in the Countywide Planning Policies as a center.

The county is requesting local jurisdictions to sign a new interlocal agreement. If the City agrees, the county will formalize the policies. The county is requesting local jurisdictions adopt the new interlocal agreement spelling out the relationship between local jurisdictions and the county. If the Council supports the request, staff will return with a draft resolution seeking the Council's authority to authorize the City Manager to execute the agreement.

Councilmember Godwin indicated non-support of the proposal, as it appears to be a continued advancement of positions developed under the Growth Management Act (GMA). The biggest failure is concurrency. Development continues to construct housing, warehouses, business parks, and shopping centers without supporting roads. He suggested planning needs to occur on what is needed as well as what is required for the population's needs instead of clustering development with no transportation options. Councilmember Godwin said he will not support signing the interlocal agreement.

Councilmember Hull said the designation appears to be a local resource available to jurisdictions. If the City doesn't pursue such options today, the City may be questioning why it didn't pursue the local option.

Everyone agrees transportation is vital to the City's survival for residents and businesses and upcoming Port expansions.

Director Smith reported there are no guarantees for receiving funding. It's a statement that centers should receive a higher funding priority. More adopted policies supporting transit and multimodal transportation can help increase in securing funding.

Councilmember Hull said the choice for the Council is to ignore what Pierce County has undertaken in its planning process or following similar actions by adopting policies supporting transportation alternatives over the next 20 years. Director Smith said if the Council supports the interlocal agreement, the action will not positively or negatively affect the City unless the City follows through with adopting centers within the City.

Councilmember Brooks acknowledged that he is one of the Council's representatives on the Pierce County Regional Council. One of the ideas behind the amendments is to help cure some of the transportation problems caused by decisions pertaining to the GMA. It's also fair to say the amendments are not a done deal as far as the Pierce County Regional Council is concerned. There are a number of municipalities that have major concerns concerning the language and the affects it may have on cities. He suggested delaying any action and monitor what occurs with other municipalities and whether any revisions occur to the amendments.

Councilmember de Booy agreed delaying any action is the preferred alternative at this point to give the Council time to study the proposal. She said she doesn't foresee any advantage to becoming part of the agreement.

Councilmember Roscoe commented on how the GMA has been handled in the county and that she has heard that some Councilmembers believe that there have been spot approaches in applying GMA throughout the county. She said she doesn't prefer some of the proposed language and that there are some political shifts occurring at the county. She preferred delaying any action until more definitive answers are determined as to how the county wants to address the problems that have been created.

Mayor Pro Tem Cerqui asked whether the amendment will force the county to begin adhering to the same policies required by the City under the GMA. Director Smith said that's the hope but there is no guarantee.

*The Council agreed to delay any action, move forward cautiously, and rely on the Council's representative to convey the City's comments.*

**Appointment of Members** City Manager Worthington reported on the City's Lodging Tax Advisory

**to Lodging Tax Advisory  
Committee (LTAC)**

Committee's (LTAC) role to forward recommendations to the Council on the distribution of lodging tax funds. LTAC is beginning the funding recommendation process and has released a request for proposals. Currently, the committee has two vacancies representing a lodging tax paying entity and another position representing a lodging tax entity utilizing the tax through the funding process.

One application was received for the position from Tami Blount representing the Tacoma Pierce County Visitor Bureau (TRCVB). Ms. Blount is the Executive Director of TRCVB and is a user of the funds.

City Manager Worthington outlined the Council's choices of approving the appointment, rejecting the application and seeking additional prospects, or appointing the applicant as well as seeking other applications.

Mayor Pro Tem Cerqui identified current members of the LTAC.

Councilmember Roscoe expressed interest in having funding recipients contacted directly about the vacancies. She indicated a preference of not appointing the applicant at this time. Councilmember Godwin expressed similar interest in delaying any action until the Council's August 12, 2008 meeting and contacting both funding and receiving organizations for potential applicants who might want to serve on the LTAC. Councilmembers Hull, Brooks, and de Booy agreed.

**CITY MANAGER'S  
REPORT**

City Manager Worthington reported on the following activities and events:

- Director Smith has submitted his resignation and has accepted a position with the Port of Tacoma. Director Smith was acknowledged for his efforts to the City of Fife.
- The last Movie in the Park was very successful with approximately 175 residents attending. The next movie is on August 23, 2008 with a showing of *The Water Horse*.
- The City provided notice to proponents interested in the LID proposal on 48<sup>th</sup> Street. The opportunity to submit signatures will end on August 22, 2008 with the City working on informing citizens and answering questions.
- A meeting of the Chamber of Commerce is scheduled at the Fife Community Center to discuss the impact of the revised floodplain maps. FEMA representatives as well as City staff will be in attendance to answer questions. A local insurance representative will be available to address questions on flood insurance. The meeting is on July 23, 2008 beginning at 5:00 p.m.
- A recent meeting was held with elected officials and staff on

Friday, July 18, 2008 at Fife City Council Chambers. The meeting was called by Pierce County and involved the US Army Corps of Engineers, City of Fife, and the Puyallup Indian Tribe for establishing a steering committee led by a professional facilitator

- Councilmembers Hull and Godwin have expressed interest in attending the Puget Sound Partnership meeting in Tukwila on July 30, 2008. Details will be provided for possible ridesharing to the meeting.
- Staff prepared a library services survey for mailing by Thursday, July 24, 2008. Envelopes have been included to return the survey to City Hall. Citizens are asked to mail the survey by August 1, 2008. Results of the survey will be shared with the Council to assist the Council in deciding the next steps concerning library service in the City.
- The next meeting involving pharmaceutical disposal is scheduled on July 28, 2008 at Fife City Hall at 6:30 p.m. Much interest has been generated about the disposal of unused pharmaceuticals.
- The City's recent deadline to receive proposals for a grocery store project generated no proposals. In the next several weeks, staff will review the proposal and work with the Council on a future approach.
- Apparently, several citizens have recently been solicited at their homes by people selling door-to-door. A door-to-door solicitor is required to obtain a Fife business license for that purpose. There are some limited exemptions. Persons not properly licensed can be charged for a misdemeanor offense.

**COUNCILMEMBER  
COMMENTS**

Councilmember Godwin requested staff contact the sound system vendor because of the ineffectiveness of the sound system.

Councilmember Hull shared that he and his wife are expecting a baby in the next several weeks.

Councilmember Brooks expressed disappointment in the lack of response for the grocery store property and suggested more work to change a future outcome. He conveyed good luck to Director Smith in his new position. He complimented Public Works staff for their efforts.

Councilmember Roscoe wished Director Smith well in his new position. She commented that she often receives a rude response when she asks a door-to-door salesperson for their license and ID. There are some legitimate door-to-door businesses, but many are not legitimate and citizens need to be aware.

Mayor Pro Tem Cerqui said he was honored to substitute for Mayor

Johnson during the Mayor's Forum. He encouraged citizens to attend and become involved in the City. The forum is held the third Thursday of each month. He congratulated Director Smith on his new endeavor and commented on his leadership he provided to the City.

#### **CITIZEN COMMENTS**

**Mike Seeger, 1504 54<sup>th</sup> Avenue East**, reported on meetings he's attended at the Pierce County Conservation District concerning community garden plots on Valley Avenue. Forty plots have been rented for the community with more than one-half of the food donated to the food bank. The plots sold out this year with most of them rented to people who live in Bonney Lake, Eatonville, Buckley, and Fircrest. He suggested that since the City is a farming community, the City should consider establishing a community garden on City-owned land. He agreed the sound system in Council Chambers should be replaced.

**Catherine Droege, 5625 Pasinetti Street East**, reported she is a resident at Wapato Point. The neighborhood is concerned with noise levels emanating from a neighboring church, which has invaded the residential community to the point of it becoming a serious problem for the residents. Residents have spoken with the pastor and visited with church officials but have been informed that it's the resident's problem and not a church problem. Fife Police Department has been contacted several times. Officers have requested the church turn down its system. The neighborhood sent a letter to the pastor advising him that the noise from the church is invading the residences. The letter was ignored. A copy of the letter was forwarded to the City and the Fife Police Department. She said at this point, residents feel that it doesn't matter what their opinions are in terms of the noise level. The level of noise is extreme each Wednesday night and almost all day on Sundays. The pastor has been very uncooperative and residents are becoming angry about the situation.

City Manager Worthington advised he will obtain a copy of the letter and forward it to the Council.

Mayor Pro Tem Cerqui inquired about whether the new noise ordinance could address the issues. City Manager Worthington reported he's unsure whether the noise ordinance is the right tool to address the situation. Staff will review the situation and follow up with the Council.

**Roy Thomas 3825 Tribute Circle East**, said when he's had issues, he's received personal calls from Councilmember Brooks and Hull. He said he appreciates the response from the Council.

#### **ADJOURNMENT**

**Mayor Pro Tem Cerqui adjourned the meeting at 9:42 p.m.**

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Rob Cerqui, Mayor Pro Tem

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Helen Ware, Deputy City Clerk

Prepared by Valerie Gow, Recording Secretary/President  
Puget Sound Meeting Services

5b-1

**Payroll Vouchers #44756 - 44820**

For The Month of July 31, 2008 Payroll and Benefits

(Detail registers and labor distribution reports are available in Finance Department)

Payroll authorized by Current Budget Ordinance.

**Grand total amount: \$756,992.45**

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Steve Marcotte  
Clerk/Treasurer

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**Councilmember**

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**Councilmember**

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**Councilmember**

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**Councilmember**

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**City Manager's approval of facsimile signature on Warrants**

We the undersigned councilpersons of the City of Fife, County of Pierce, State of Washington, do hereby certify that the services herein specified have been received and that warrant numbers 73228 through 73443 in the amount of \$ 985,839.91 are approved for payment on \_\_\_\_\_.

4708.90	P-Cards
< 63,421.00 >	Voids CK# 73232
927,127.81	73263

Councilperson \_\_\_\_\_

Councilperson \_\_\_\_\_

Councilperson \_\_\_\_\_

Councilperson \_\_\_\_\_

City Clerk/Treasurer \_\_\_\_\_

□□□

\_\_\_\_\_  
City Manager's approval of facsimile signature on Warrants

07/22/08 16:09

## BLANKET VOUCHER APPROVAL DOCUMENT

*P-Cards*

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Corporate Payment Systems	3793	0	
Supplies	Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie		\$13.79
Supplies	Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie		\$18.97
Supplies	Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie		\$6.77
Supplies	Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie		\$15.63
Supplies	Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie		\$6.41
Supplies	Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie		\$8.93
Supplies	Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie		\$41.31
Supplies	Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie		\$5.79
Supplies	Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie		\$8.13
Supplies	Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie		\$52.00
Lamp, Nut Driver	Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie		\$31.51
Credit Sidewind Jack, Sidemoun	Parks, Rec. & Senior Services, Park Maintenance, Small Tools, Equip		\$-19.58
Wheels	Parks, Rec. & Senior Services, Park Maintenance, Small Tools, Equip		\$243.43
Slip Cap, Couplings	Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie		\$15.17

WARRANT REQUEST DATE: 07/24/2008

07/22/08 6:09

## BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Miracle Gro		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$15.72
Supply		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$8.69
Supplies		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$209.64
Gallon Jug, Ultra Mix		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$20.24
Oil		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$7.59
Supplies		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$12.97
Basketball		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$7.41
Lumber		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$15.21
Copper Sleeves, Plated Thimble		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$47.22
Wiper, Lamp, Paint Additive, W		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$187.03
Supplies		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$7.67
Supplies		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$6.06
Supplies		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$5.98
Supplies		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$12.04

WARRANT REQUEST DATE: 07/24/2008

Page 2

07/22/08 6:09

## BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Supplies		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$39.97
Supplies		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$80.65
Supplies		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$64.10
Outdoor Game, Badminton, SD Ca		Parks, Rec. & Senior Services, Senior/Community Center Div., Office & Opera	\$71.78
Relish, Mayo, Potato Salad, Be		Parks, Rec. & Senior Services, Senior/Community Center Div., Office & Opera	\$83.54
Impregnator Quart		Parks, Rec. & Senior Services, Swim Center Division, Office & Operating Sup	\$34.76
Soil, Chain Lock, Tray, Pea Gr		Parks, Rec. & Senior Services, Swim Center Division, Office & Operating Sup	\$101.14
Pizza		Parks, Rec. & Senior Services, Swim Center Division, Office & Operating Sup	\$56.84
Tabs, Pins, Pens, Clips, Binde		Parks, Rec. & Senior Services, Swim Center Division, Office & Operating Sup	\$104.81
Shoe Box		Parks, Rec. & Senior Services, Swim Center Division, Office & Operating Sup	\$7.03
Cleaner, Buffer, Pad, Backclip		Parks, Rec. & Senior Services, Swim Center Division, Office & Operating Sup	\$45.52
Wall Art, Appliques, Mural		Parks, Rec. & Senior Services, Swim Center Division, Office & Operating Sup	\$81.52
Simple Royelle		Parks, Rec. & Senior Services, Swim Center Division, Office & Operating Sup	\$5.54
Watering Can, Flowers, Baskets		Parks, Rec. & Senior Services, Swim Center Division, Office & Operating Sup	\$11.95

WARRANT REQUEST DATE: 07/24/2008

07/22/08 16:09

## BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Cereal		Parks, Rec. & Senior Services, Swim Center Division, Office & Operating Sup	\$4.29
Wall Cabinet		Parks, Rec. & Senior Services, Swim Center Division, Small Tools, Equip	\$97.84
Organizer Cart		Parks, Rec. & Senior Services, Swim Center Division, Small Tools, Equip	\$14.11
Safety Glasses		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$15.21
Ball Mount, Ball Shank, D-Ring		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$247.95
Pipe		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$6.51
Electric Stapler		Municipal Court, Municipal Court, Small Tools, Equip	\$78.95
Lumber		General Government, Facilities & Property Division, Office & Operating Supp	\$37.08
Lumber		General Government, Facilities & Property Division, Office & Operating Supp	\$26.95
Sign Holder, Mounting Squares		Police, Operations Division, Office & Operating Supplies	\$25.51
Report Covers, Mounting Square		Police, Operations Division, Office & Operating Supplies	\$19.54
Rifle Case		Police, Operations Division, Office & Operating Supplies	\$166.17
First Aid Kit		Police, Operations Division, Office & Operating Supplies	\$279.51
Supplies		Parks, Rec. & Senior Services, Recreation Division, Office & Operating Supp	\$23.88
DVD Rental		Parks, Rec. & Senior Services, Recreation Division, After school program su	\$7.61

WARRANT REQUEST DATE: 07/24/2008

07/22/08 6:09

## BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Sandwiches		Parks, Rec. & Senior Services, Recreation Division, After school program su	\$59.84
Java Billiards Admission		Parks, Rec. & Senior Services, Recreation Division, After school program su	\$120.00
Tissue		Parks, Rec. & Senior Services, Recreation Division, Summer Day Camp Supplie	\$8.70
Clay, Styrofoam, Hosiery, Dye,		Parks, Rec. & Senior Services, Recreation Division, Summer Day Camp Supplie	\$108.20
Glue, Badges, Paint, Felt, Sci		Parks, Rec. & Senior Services, Recreation Division, Summer Day Camp Supplie	\$68.09
Seeds, Pots, Soil, Paver		Parks, Rec. & Senior Services, Recreation Division, Summer Day Camp Supplie	\$70.93
Admission Fees - Federal Way C		Parks, Rec. & Senior Services, Recreation Division, Miscellaneous	\$144.00
Aquatic Center Admission		Parks, Rec. & Senior Services, Recreation Division, Miscellaneous	\$100.75
Serpentarium Admission Fees		Parks, Rec. & Senior Services, Recreation Division, Miscellaneous	\$225.00
Pizza		Legislative, , Travel, Conf, Schooling	\$224.93
Coffee, Donuts, Juice		Legislative, , Travel, Conf, Schooling	\$23.76
Index Cards, Folders, Trimmer		Executive, Executive, Office & Operating Supplies	\$49.66
Hub Generic Switch		Executive, Information Technology/IT, Office & Operating Supplies	\$71.53
Tab Sheets		Municipal Court, Municipal Court, Office & Operating Supplies	\$9.29
Folders		Municipal Court, Municipal Court, Office & Operating Supplies	\$70.72
Mat, Rubberbands, Envelopes, F		Municipal Court, Municipal Court, Office & Operating Supplies	\$187.44

WARRANT REQUEST DATE: 07/24/2008

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BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Files, Moistener, Folders, Tab	Municipal Court, Municipal Court	Office & Operating Supplies	\$127.70
Supplies	Municipal Court, Municipal Court	Small Tools, Equip	\$186.37
		<b>Claimant Total:</b>	<b>\$4,708.90</b>
		<b>Grand Total:</b>	<b>\$4,708.90</b>

## BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
<b>An, Byung Chul</b> Refund - Picnic Shelter Rental Non-Rev/Non-Exp, , Ball Field Deposit Refund	848	73228	\$100.00
<b>Claimant Total:</b>			<b>\$100.00</b>
<b>Bonshkench, Olga</b> Refund - Picnic Shelter RefundNon-Rev/Non-Exp, , Ball Field Deposit Refund	1650	73229	\$100.00
<b>Claimant Total:</b>			<b>\$100.00</b>
<b>Contreras, Angelica</b> Refund - Facility Rental Depos Non-Rev/Non-Exp, , Center Damage Deposits	3681	73230	\$500.00
<b>Claimant Total:</b>			<b>\$500.00</b>
<b>Cushman, Becky</b> Refund - CPR First Aid Class , , Contractor Proceeds-Rec	3946	73231	\$30.00
<b>Claimant Total:</b>			<b>\$30.00</b>
<b>Fabulous Firwood</b> Refund - Sewer & Utility Charg Non-Rev/Non-Exp, , Landscape/Perf Bonds	TT0622	73232	\$63,458.00
<b>Claimant Total:</b>			<b>\$63,458.00</b>
<b>Fechtel, Dawn</b> Library Card Reimbursement Non-Departmental, , Library Services	5488	73233	\$150.00
<b>Claimant Total:</b>			<b>\$150.00</b>
<b>Garcia-Andreas, Alycia</b> Refund - Facility Rental Depos Non-Rev/Non-Exp, , Center Damage Deposits	6696	73234	\$500.00
<b>Claimant Total:</b>			<b>\$500.00</b>
<b>Gill, Ken</b> Replace Damaged Check - Engineering, Engineering, Travel, Conf, Schooling Meetin	6951	73235	\$23.00
<b>Claimant Total:</b>			<b>\$23.00</b>
<b>Healey, Jackie</b> Refund - Picnic Shelter Rental Non-Rev/Non-Exp, , Ball Field Deposit Refund	73397	73236	\$100.00

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
		<b>Claimant Total:</b>	<b>\$100.00</b>
<b>Hedge, Katie</b> Refund - Summer Day Camp , , Summer Day Camp	7391	73237	\$115.00
		<b>Claimant Total:</b>	<b>\$115.00</b>
<b>Jung, Michael</b> Refund - Swim Lessons , , Swim Lessons & Programs Withdraw	11712	73238	\$31.00
		<b>Claimant Total:</b>	<b>\$31.00</b>
<b>Karpenko, Samantha</b> Refund - Pool Rental Deposit , , Rentals - Pool (Facilities)	8235	73239	\$267.00
		<b>Claimant Total:</b>	<b>\$267.00</b>
<b>KAS Entertainment</b> Movie In The Park	8240	73240 Parks, Rec. & Senior Services, Recreation Division, Miscellaneous	\$1,251.20
		<b>Claimant Total:</b>	<b>\$1,251.20</b>
<b>Kolstad, Lori</b> Refund - Soccer Program , , Contractor Proceeds-Rec Cancel	8189	73241	\$58.00
		<b>Claimant Total:</b>	<b>\$58.00</b>
<b>McFarland, Elisha</b> Refund - Swim Lessons , , Swim Lessons & Programs Withdraw	9100	73242	\$35.00
		<b>Claimant Total:</b>	<b>\$35.00</b>
<b>Montgomery, Stephen</b> Tuition	9807	73243 Community Development, Building Division, Travel, Conf, Schooling	\$1,991.00
		<b>Claimant Total:</b>	<b>\$1,991.00</b>
<b>Office of State Treasurer</b> 08 June Court Fees	TR0004	73244 Non-Rev/Non-Exp, , State Court Remittance	\$60,838.66
08 June Bldg Fees		Non-Rev/Non-Exp, , Stage Bldg Code Fees	\$40.50

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
08 June Drug Forfeits	Non-Rev/Non-Exp, , Evidence Confiscation		\$698.50
<b>Claimant Total:</b>			<b>\$61,577.66</b>
<b>Pierce County Budget &amp; Finance</b>	TR0005	73246	
08 June Crime Victims	Non-Rev/Non-Exp, , County Court Remittance		\$974.71
<b>Claimant Total:</b>			<b>\$974.71</b>
<b>Pierce, Carina</b>	12197	73245	
Refund - Swim Lessons	, , Swim Lessons & Programs		\$31.00
Withdraw			
<b>Claimant Total:</b>			<b>\$31.00</b>
<b>State of Washington</b>	TT0669	73247	
Leasehold Excise Tax Return	Non-Rev/Non-Exp, , Leasehold Taxes		\$557.88
<b>Claimant Total:</b>			<b>\$557.88</b>
<b>Treehouse</b>	17443	73248	
Refund - Day Camp	, , Summer Day Camp		\$155.00
Overpayment			
<b>Claimant Total:</b>			<b>\$155.00</b>
<b>Veloni, Mary</b>	19649	73249	
Refund - Swim Lessons	, , Swim Lessons & Programs		\$27.00
Withdraw			
<b>Claimant Total:</b>			<b>\$27.00</b>
<b>White, Julia</b>	19288	73250	
Conference - Meals, Mileage	Parks, Rec. & Senior Services, Senior/Community Center Div., Travel,		\$360.03
	Conf,		
<b>Claimant Total:</b>			<b>\$360.03</b>
<b>Grand Total:</b>			<b>\$132,392.48</b>

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BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Mr. & Mrs. Jaey Hong Refund - Sewer & Utility Charg Non-Rev/Non-Exp, , Landscape/Perf Bonds	7449	73251	\$63,458.00
		<b>Claimant Total:</b>	<b>\$63,458.00</b>
		<b>Grand Total:</b>	<b>\$63,458.00</b>

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## BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
<b>American Promotion Events</b> Refund - Cash Bond Deposit , , Landscape/Perf Bonds	TT0105	73252	\$100.00
<b>Claimant Total:</b>			<b>\$100.00</b>
<b>Arnett, Pat</b> Refund - Swim Lessons , , Swim Lessons & Programs Withdraw	949	73253	\$31.00
<b>Claimant Total:</b>			<b>\$31.00</b>
<b>Galeana, Aidee</b> Refund - Facility Rental Depos Non-Rev/Non-Exp, , Center Damage Deposits	6597	73254	\$500.00
<b>Claimant Total:</b>			<b>\$500.00</b>
<b>Jean-Baptiste, Pascal</b> Library Card Reimbursement Non-Departmental, , Library Services	19093	73255	\$28.00
<b>Claimant Total:</b>			<b>\$28.00</b>
<b>Judish, Karen</b> Refund - Swim Lessons , , Swim Lessons & Programs Withdraw	11711	73256	\$155.00
<b>Claimant Total:</b>			<b>\$155.00</b>
<b>Korth, Pat</b> Refund - Swim Class , , Swim Lessons & Programs Withdrawal	8201	73257	\$40.00
<b>Claimant Total:</b>			<b>\$40.00</b>
<b>Njenga, Benson</b> Library Card Reimbursement Non-Departmental, , Library Services	10569	73258	\$28.00
<b>Claimant Total:</b>			<b>\$28.00</b>
<b>Poil, Dianna</b> Refund - Cancelled Ballfield R , , Rentals - Fields	12649	73259	\$400.00
Refund - Ballfield Rental Depo Non-Rev/Non-Exp, , Ball Field Deposit Refund			\$100.00

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BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
		<b>Claimant Total:</b>	<b>\$500.00</b>
<b>Scott, Kathryn</b> Library Card Reimbursement Non-Departmental, , Library Services	14554	73260	\$56.00
		<b>Claimant Total:</b>	<b>\$56.00</b>
<b>Town of Ruston</b> Refund - Billing Adjustment In , , Detention Services	17290	73261	\$2,600.00
		<b>Claimant Total:</b>	<b>\$2,600.00</b>
<b>Worswick, Terry</b> Library Card Reimbursement Non-Departmental, , Library Services	TT0203	73262	\$150.00
		<b>Claimant Total:</b>	<b>\$150.00</b>
		<b>Grand Total:</b>	<b>\$4,188.00</b>

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BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Ritter, Paul Airfare - RX Disposal Speaker Legislative, , Travel, Conf, Schooling	13816	73263	\$37.00
		<b>Claimant Total:</b>	<b>\$37.00</b>
		<b>Grand Total:</b>	<b>\$37.00</b>

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BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Ritter, Paul Airfare - RX Disposal Speaker Legislative, , Travel, Conf, Schooling	13816	73264	\$376.00
		<b>Claimant Total:</b>	<b>\$376.00</b>
		<b>Grand Total:</b>	<b>\$376.00</b>

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## BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
<b>Baldwin, Roselline</b> Refund - Swim Lessons , , Swim Lessons & Programs	1377	73265	\$35.00
<b>Claimant Total:</b>			<b>\$35.00</b>
<b>Bonnett, Chloe</b> Library Card Reimbursement Non-Departmental, , Library Services	1649	73266	\$56.00
<b>Claimant Total:</b>			<b>\$56.00</b>
<b>Bratsch, Sara</b> Refund - Swim Lessons , , Swim Lessons & Programs	1552	73267	\$35.00
<b>Claimant Total:</b>			<b>\$35.00</b>
<b>Caddis Construction</b> Refund -Overpayment Utility Cl, , Sewer Services to Customers	2279	73268	\$99.45
Refund -Overpayment Utility Cl, , Water Sales To Customers			\$99.48
<b>Claimant Total:</b>			<b>\$198.93</b>
<b>Christina Phillips &amp; Amber Volin</b> Refund -Overpayment Utility Cl, , Storm Drain Serv. to Customers	12137	73269	\$0.30
Refund -Overpayment Utility Cl, , Water Sales To Customers			\$7.76
<b>Claimant Total:</b>			<b>\$8.06</b>
<b>Direlbiss, Connie</b> Refund - Ballfield Rental , , Rentals - Fields	4399	73270	\$60.00
Refund - Ballfield Deposit Non-Rev/Non-Exp, , Ball Field Deposit Refund			\$100.00
<b>Claimant Total:</b>			<b>\$160.00</b>
<b>Fochtman, Kevin &amp; Cassandra</b> Refund -Overpayment Utility Cl, , Storm Drain Serv. to Customers	6151	73271	\$0.23
Refund -Overpayment Utility Cl, , Water Sales To Customers			\$51.88
Refund -Overpayment Utility Cl, , Sewer Services to Customers			\$37.93

WARRANT REQUEST DATE: 07/31/2008

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
		<b>Claimant Total:</b>	<b>\$90.04</b>
<b>Fremstad, Daniel</b>	6212	73272	
Refund - Overpayment Utility A, , Water Sales To Customers			\$58.42
Refund - Overpayment Utility A, , Sewer Services to Customers			\$34.26
		<b>Claimant Total:</b>	<b>\$92.68</b>
<b>Goddard, Phyllis</b>	7002	73273	
Library Card Reimbursement Non-Departmental, , Library Services			\$150.00
		<b>Claimant Total:</b>	<b>\$150.00</b>
<b>Hendrix, M'lissa</b>	7390	73274	
Refund - Dog Obedience , , Contractor Proceeds-Rec Class			\$110.00
		<b>Claimant Total:</b>	<b>\$110.00</b>
<b>Hunter, Julie</b>	7594	73275	
Library Card Reimbursement Non-Departmental, , Library Services			\$150.00
		<b>Claimant Total:</b>	<b>\$150.00</b>
<b>Kelly, Kevin &amp; Christina</b>	8815	73276	
Refund -Overpayment Utility Cl, , Water Sales To Customers			\$46.24
Refund -Overpayment Utility Cl, , Sewer Services to Customers			\$46.23
		<b>Claimant Total:</b>	<b>\$92.47</b>
<b>Kolokithas, Amy</b>	8188	73277	
Refund - Swim Lessons , , Swim Lessons & Programs			\$67.00
		<b>Claimant Total:</b>	<b>\$67.00</b>
<b>Premier Construction</b>	13004	73278	
Refund -Overpayment Utility Cl, , Water Sales To Customers			\$166.81
Refund -Overpayment Utility Cl, , Sewer Services to Customers			\$166.77

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
		<b>Claimant Total:</b>	<b>\$333.58</b>
<b>Puyallup Baseball Academy</b>	13552	73279	
Refund - Ballfield Deposit	Non-Rev/Non-Exp, , Ball Field Deposit Refund		\$100.00
		<b>Claimant Total:</b>	<b>\$100.00</b>
<b>Wilson, Cecil</b>	19284	73280	
Refund - Swim Lessons	, , Swim Lessons & Programs		\$35.00
		<b>Claimant Total:</b>	<b>\$35.00</b>
		<b>Grand Total:</b>	<b>\$1,713.76</b>

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BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Sanchez, Sergio DJ - National Night Out	14412 Police, Crime Prevention, Miscellaneous	73281	\$350.00
		<b>Claimant Total:</b>	<b>\$350.00</b>
		<b>Grand Total:</b>	<b>\$350.00</b>

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## BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
<b>4 Paws Pet Food</b> K-9 Food	11919	73282	\$77.70
K-9 Food			\$54.00
		<b>Claimant Total:</b>	<b>\$131.70</b>
<b>A &amp; A Language Services</b> Interpreter Services 7/22	168	73283	\$168.36
		<b>Claimant Total:</b>	<b>\$168.36</b>
<b>A-American Locksmith</b> Keys	173	73284	\$19.58
		<b>Claimant Total:</b>	<b>\$19.58</b>
<b>Aerometric</b> Photorammetric Services	414	73285	\$2,000.00
		<b>Claimant Total:</b>	<b>\$2,000.00</b>
<b>Agrishop Inc</b> Wheelmotor	417	73286	\$568.78
Key, Pins			\$5.94
		<b>Claimant Total:</b>	<b>\$574.72</b>
<b>Air Systems Engineering</b> Indoor Air Quality Test	426	73287	\$434.12
Indoor Air Quality Test			\$496.13
Cleaned Return Air Grilles			\$424.32
		<b>Claimant Total:</b>	<b>\$1,354.57</b>

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## BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
<b>All American Saw &amp; Tool</b> Blades	549	73288	\$130.56
Drainage District #21, , Office & Operating Supplies			
<b>Claimant Total:</b>			<b>\$130.56</b>
<b>Allen, Sandra L.</b> ProTem Judge 7/25	552	73289	\$225.00
Municipal Court, Municipal Court, Professional Services			
<b>Claimant Total:</b>			<b>\$225.00</b>
<b>Alpine Products Inc</b> Traffic Paint, Solvent, Marker	600	73290	\$1,036.70
Maintenance Division, , Traf Cntrl - Signs & markings			
Glass Beads			\$321.55
Maintenance Division, , Traf Cntrl - Signs & markings			
Marking Stencils			\$992.55
Maintenance Division, , Traf Cntrl - Signs & markings			
<b>Claimant Total:</b>			<b>\$2,350.80</b>
<b>Am Red Cross-Mt Rainier Chapte</b> Admin Fees - Aquatics & Caregi	799	73291	\$70.00
Parks, Rec. & Senior Services, Swim Center Division, Office & Operating Sup			
<b>Claimant Total:</b>			<b>\$70.00</b>
<b>Aqua Care Inc</b> Volute Pot, Plate, O-Ring, Gas	890	73292	\$236.90
Parks, Rec. & Senior Services, Swim Center Division, Office & Operating Sup			
Liquid Chlorine			\$239.19
Parks, Rec. & Senior Services, Swim Center Division, Supplies - Chemicals			
Pool Chemicals			\$95.70
Parks, Rec. & Senior Services, Swim Center Division, Supplies - Chemicals			
Diffuser Assembly			\$88.73
Parks, Rec. & Senior Services, Swim Center Division, Small Tools, Equip			
<b>Claimant Total:</b>			<b>\$660.52</b>
<b>Aramark Uniform Services</b> .Mat Service	944	73293	\$55.54
Sewer Utility, , Repairs & Maintenance			

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## BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Mat Service		Parks, Rec. & Senior Services, Senior/Community Center Div., Professional S	\$14.69
Mat Service		Water Utility, , Repairs & Maintenance	\$55.54
Mat Service		Operations Division, , Repairs & Maintenance	\$55.53
Mat Service		Water Utility, , Repairs & Maintenance	\$55.54
Uniform Services		Parks, Rec. & Senior Services, Park Maintenance, Professional Services	\$31.90
Mat Service		Sewer Utility, , Repairs & Maintenance	\$55.54
Uniform Services		Parks, Rec. & Senior Services, Park Maintenance, Professional Services	\$118.40
Mat Service		Parks, Rec. & Senior Services, Senior/Community Center Div., Professional S	\$14.69
Mat Service		Operations Division, , Repairs & Maintenance	\$55.53
Mat Service		General Government, Facilities & Property Division, Professional Services	\$8.98
Mat Service		General Government, Facilities & Property Division, Professional Services	\$8.98
		<b>Claimant Total:</b>	<b>\$530.86</b>
<b>Badillo, Daniel</b>	1371	73294	
Interpreter Services 5/20		Municipal Court, Municipal Court, Professional Services	\$100.00
		<b>Claimant Total:</b>	<b>\$100.00</b>
<b>Berner Inc</b>	1427	73295	
Interpreter Services 7/15		Municipal Court, Municipal Court, Professional Services	\$142.12
		<b>Claimant Total:</b>	<b>\$142.12</b>
<b>Best Parking Lot Cleaning</b>	1431	73296	
Street Cleaning		Maintenance Division, , Street Cleaning	\$441.05

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## BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
		<b>Claimant Total:</b>	<b>\$441.05</b>
<b>Big John's Trophies</b> Name Plate	1558	73297 Community Development, Planning Division, Miscellaneous	\$10.88
		<b>Claimant Total:</b>	<b>\$10.88</b>
<b>Bird, Feresika S.</b> Interpreter Services 7/11	1553	73298 Municipal Court, Municipal Court, Professional Services	\$109.09
		<b>Claimant Total:</b>	<b>\$109.09</b>
<b>Blackburn, Brad</b> Meetings - Meals	1562	73299 Police, Operations Division, Travel, Conf, Schooling	\$66.31
		<b>Claimant Total:</b>	<b>\$66.31</b>
<b>Blue Sky Landscape Service</b> Ground Maintenance - 62nd Ave	1567	73300 General Government, Grounds Division, Professional Services	\$87.04
Ground Maintenance - 58th Ave		General Government, Grounds Division, Professional Services	\$87.04
Ground Maintenance - 65th Ave		General Government, Grounds Division, Professional Services	\$87.04
		<b>Claimant Total:</b>	<b>\$261.12</b>
<b>Blumenthal Uniforms</b> Medal, Commendation Bar	1570	73301 Police, Operations Division, Office & Operating Supplies	\$400.36
Change Badge Panel		Police, Operations Division, Office & Operating Supplies	\$29.48
Radio Holder - B Blackburn		Police, Operations Division, Office & Operating Supplies	\$44.64
Duty Belt, Credit Duty Belt -		Police, Operations Division, Uniform Clothing	\$3.54
Pants, Shirts - R McKenna		Police, Operations Division, Reserve Uniforms	\$122.63
Shirts, Pants, Emblems - R Hic		Police, Operations Division, Uniform Clothing	\$179.74

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## BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Hat Case - J Stringfellow		Police, Operations Division, Office & Operating Supplies	\$84.97
Credit Collar Leaves		Police, Operations Division, Office & Operating Supplies	\$-8.67
Pants, Shirts, Lettering - E O		Police, Operations Division, Reserve Uniforms	\$138.31
Boots - R Hicks		Police, Operations Division, Uniform Clothing	\$87.19
Magazine Pouch		Police, Operations Division, Uniform Clothing	\$49.54
Helmets		Criminal Justice, , Small Tools-Civil Disturb Team	\$730.30
		<b>Claimant Total:</b>	<b>\$1,862.03</b>
<b>Bob Barker Company Inc</b>	1340	73302	
Boxers	Detention Services, , Supplies/Jail		\$21.12
		<b>Claimant Total:</b>	<b>\$21.12</b>
<b>Brat Wear</b>	1565	73303	
Shirts, Pants, Piping, Printed	Police, Crime Prevention, Office & Operating Supplies		\$574.46
		<b>Claimant Total:</b>	<b>\$574.46</b>
<b>Brown &amp; Caldwell</b>	1838	73304	
Fife SW System Plan Addendum	Storm Drainage Utility, , Professional Services		\$2,539.50
		<b>Claimant Total:</b>	<b>\$2,539.50</b>
<b>CDW Government Inc</b>	2099	73305	
Backup Tapes	Executive, Information Technology/IT, Small Tools, Equip		\$244.13
Rack Mount Monitor	Executive, Information Technology/IT, Small Tools, Equip		\$1,887.28
		<b>Claimant Total:</b>	<b>\$2,131.41</b>
<b>Cerium Networks</b>	2871	73306	
Gold Support	Executive, Information Technology/IT, Professional Services		\$964.94

## BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
		<b>Claimant Total:</b>	<b>\$964.94</b>
<b>City Of Buckley</b> Jail Services	3000 Detention Services, , Jail Costs	73307	\$208.00
		<b>Claimant Total:</b>	<b>\$208.00</b>
<b>City Treasurer</b> Utilities	3200 Parks, Rec. & Senior Services, Swim Center Division, Electricity	73308	\$3,957.49
Utilities	General Government, Facilities & Property Division, Public Utility Svcs		\$1,055.79
Utilities	Sewer Utility, , Public Utility Services		\$57.90
Utilities	Water Utility, , Public Utilities		\$702.69
Utilities	Water Utility, , Water Purchased for Resale		\$107,841.74
Utilities	Parks, Rec. & Senior Services, Park Maintenance, Public Utility Services		\$956.47
Utilities	Maintenance Division, , Street Lighting		\$1,373.38
		<b>Claimant Total:</b>	<b>\$115,945.46</b>
<b>City Treasurer</b> Repair Blown Fuse - Pump St #1	3201 Sewer Utility, , Repairs & Maintenance	73309	\$399.50
Replace Float Relay - Pump St	Sewer Utility, , Repairs & Maintenance		\$134.07
Range Use	Police, Operations Division, Travel, Conf, Schooling		\$150.00
		<b>Claimant Total:</b>	<b>\$683.57</b>
<b>Coastwide Laboratories</b> Towels, Liners, Spray	3251 Water Utility, , Office & Operating Supplies	73310	\$57.62
Soap	General Government, Facilities & Property Division, Office & Operating Supp		\$122.60

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## BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Towels, Liners, Spray		Sewer Utility, , Office & Operating Supplies	\$57.63
Tissues, Towels, Liners		General Government, Facilities & Property Division, Office & Operating Supp	\$169.05
Tissues, Towels, Liners		Parks, Rec. & Senior Services, Senior/Community Center Div., Office & Opera	\$190.12
Air Freshener		Parks, Rec. & Senior Services, Swim Center Division, Office & Operating Sup	\$75.07
Handwash, Tissues, Cleaner		Parks, Rec. & Senior Services, Swim Center Division, Office & Operating Sup	\$89.78
Towels, Liners, Spray		Operations Division, , Office & Operating Supplies	\$57.62
<b>Claimant Total:</b>			<b>\$819.49</b>
<b>Comcast</b>	3997	73311	
Internet Services		Executive, Information Technology/IT, Professional Services	\$169.95
<b>Claimant Total:</b>			<b>\$169.95</b>
<b>Commercial Sound &amp; Communicati</b>	3407	73312	
Transceiver		Legislative, , Small Tools, Equip	\$544.00
<b>Claimant Total:</b>			<b>\$544.00</b>
<b>Contech Construction Products</b>	3679	73313	
EDA Culvert Pipe		Const/Improvement Div, , Erdahl Ditch Pump Station	\$47,229.88
<b>Claimant Total:</b>			<b>\$47,229.88</b>
<b>Copy Wrights</b>	3778	73314	
Business Cards - T Floyd		Police, Operations Division, Office & Operating Supplies	\$112.01
Envelopes		Executive, Executive, Office & Operating Supplies	\$34.91
Envelopes		Legislative, , Office & Operating Supplies	\$31.22
National Night Out Flyer		Police, Crime Prevention, Office & Operating Supplies	\$38.30

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## BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Copies - Signal Plans		Operations Division, , Office & Operating Supplies	\$19.58
Envelopes		Community Development, Building Division, Office & Operating Supplies	\$42.14
Envelopes		Executive, Executive, Office & Operating Supplies	\$37.46
Copies, Plans - Wapato Creek 70th/Valley - Phase I, , Engineering			\$203.06
Envelopes		Finance & Admin. Services, Finance Division, Office & Operating Supplies	\$21.85
Envelopes		Water Utility, , Office & Operating Supplies	\$37.82
Envelopes		Executive, Human Resources, Office & Operating Supplies	\$20.37
Business Cards - R Fleming, J Police, Operations Division, Office & Operating Supplies			\$117.45
Envelopes		Finance & Admin. Services, Administrative Services, Office & Operating Supp	\$29.09
field Sobriety Testing		Police, Operations Division, Office & Operating Supplies	\$114.50
Business Cards - M Malave		Police, Operations Division, Office & Operating Supplies	\$79.37
Envelopes		Community Development, Building Division, Office & Operating Supplies	\$39.28
Envelopes		Community Development, Planning Division, Office & Operating Supplies	\$42.14
Envelopes		Community Development, Planning Division, Office & Operating Supplies	\$39.28
Business Cards - D Sherfield		Engineering, Engineering, Office & Operating Supplies	\$41.29
National Night Out Flyer		Police, Crime Prevention, Office & Operating Supplies	\$135.78
Copies		Engineering, Engineering, Office & Operating Supplies	\$5.44

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Copies - Habitat Restoration	Engineering, Engineering, Office & Operating Supplies		\$28.29
Copies	Engineering, Engineering, Office & Operating Supplies		\$19.04
Wapato Creek Culvert Replaceme	70th/Valley - Phase I, , Engineering		\$384.24
Business Cards - M Wood, J Ama	Executive, Information Technology/IT, Office & Operating Supplies		\$63.05
Envelopes	Storm Drainage Utility, , Office & Operating Supplies		\$9.37
Envelopes	Legislative, , Office & Operating Supplies		\$29.09
Fall Guide, FSO Flyer, Communi	Tourism/Promotion/VCB, , Advertising		\$179.52
Envelopes	Finance & Admin. Services, Acministrative Services, Office & Operating Supp		\$31.22
Postcards, Tall Ships Invitati	Tourism/Promotion/VCB, , Advertising		\$161.84
Envelopes	Executive, Human Resources, Office & Operating Supplies		\$21.85
Envelopes	Storm Drainage Utility, , Office & Operating Supplies		\$8.73
Laminate Posters	Finance & Admin. Services, Acministrative Services, Office & Operating Supp		\$15.23
Envelopes	Sewer Utility, , Office & Operating Supplies		\$34.34
Copies - Records Request	Finance & Admin. Services, Acministrative Services, Miscellaneous		\$9.79
Envelopes	Water Utility, , Office & Operating Supplies		\$40.59
Envelopes	Finance & Admin. Services, Finance Division, Office & Operating Supplies		\$20.37

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## BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Envelopes		Sewer Utility, , Office & Operating Supplies	\$32.01
Copies - Records Request		Finance & Admin. Services, Acministrative Services, Miscellaneous	\$24.48
<b>Claimant Total:</b>			<b>\$2,355.39</b>
<b>Cornerstone Electric</b> Pool Heater	3779	73315 Parks, Rec. & Senior Services, Swim Center Division, Repairs & Maintenance	\$720.92
Museum Renovations		History Museum, , Museum Site Improvement	\$785.11
<b>Claimant Total:</b>			<b>\$1,506.03</b>
<b>Costco Wholesale Membership</b> Membership Renewal	3784	73316 General Government, Facilities & Property Division, Miscellaneous	\$150.00
<b>Claimant Total:</b>			<b>\$150.00</b>
<b>JSK Auto Inc</b> Car Wash	3919	73317 , , Office & Operating Supplies	\$24.68
Tire Guage		, , Small Tools, Equip	\$14.46
Toggle Lever - Veh #9		, , Repair Parts - Water	\$3.10
Wiper Blades, Tire Shine		, , Office & Operating Supplies	\$34.42
Parts - Veh #11		, , Repair Parts - Water	\$12.39
Credit Part		, , Repair Parts - Police	\$-164.56
Part		, , Repair Parts - Police	\$164.56
Ignition Switch & Lock - Veh #		, , Repair Parts - Police	\$161.54
Toggle Lever - Veh #9		, , Repair Parts - Streets	\$3.09
Brass Plug - Veh #36		, , Repair Parts - Police	\$4.34

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## BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Part - Veh #11	, , Repair Parts - Sewer		\$2.06
Parts - Veh #11	, , Repair Parts - Streets		\$12.39
Part - Veh #11	, , Repair Parts - Streets		\$2.07
Part - Veh #11	, , Repair Parts - Water		\$2.06
Parts - Veh #11	, , Repair Parts - Sewer		\$12.39
Oil Filter - Veh #232	, , Repair Parts - Police		\$5.37
Tarp	, , Office & Operating Supplies		\$39.15
Toggle Lever - Veh #9	, , Repair Parts - Sewer		\$3.10
Tools	, , Small Tools, Equip		\$149.60
Air Filter - Veh #80	, , Office & Operating Supplies		\$8.11
		<b>Claimant Total:</b>	<b>\$494.32</b>
<b>Daily Journal Of Commerce</b>	4100	73318	
Ad - Wapato Creek Culvert	70th/Valley - Phase I, , Engineering		\$269.50
Pavement Preservation	Street Preservation, , Engineering		\$311.50
		<b>Claimant Total:</b>	<b>\$581.00</b>
<b>Databar Inc</b>	4277	73319	
Business License Mailings	Finance & Admin. Services, Administrative Services, Professional Services		\$910.75
Utility Billing Processing	Water Utility, , Professional Services		\$978.77
Utility Billing Processing	Sewer Utility, , Professional Services		\$978.77
Utility Billing Processing	Storm Drainage Utility, , Professional Services		\$2,120.67

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Insert Flyer	Police, Crime Prevention, Miscellaneous		\$60.97
Movies in the Park Flyer	Parks, Rec. & Senior Services, Recreation Division, Advertising		\$400.43
		<b>Claimant Total:</b>	<b>\$5,450.36</b>
<b>David Evans &amp; Associates</b>	5175	73320	
Doc Review GENSCO Waterline	Non-Rev/Non-Exp, , Billable Engineering		\$397.50
23rd St E - 54th Ave E Intsec	Construction/Improvements, , 54th/23rd Signal		\$2,676.00
Annexation Legal Description	Community Development, Planning Division, Professional Services		\$6,075.59
Valley Design - 54th Dale Side Valley - 54th to Brook Gardens, , Engineering			\$554.53
Construction Administration	70th/Valley - Phase I, , Wetland Mitigation		\$35,535.79
Drainage Feasibility Study	70th/Valley - Phase I, , Engineering		\$7,723.10
Wapato Creek Culvert Removal	Storm Drainage Utility, , Professional Services		\$658.00
70th Ave E / Valley Ave E	70th/Valley - Phase I, , Engineering		\$43,599.28
Lot Line Adj LLA070004	Non-Rev/Non-Exp, , Billable Engineering		\$290.00
Portside Logistics Center	Non-Rev/Non-Exp, , Billable Engineering		\$991.07
70th Ave E / Valley Ave E	70th/Valley - Phase I, , Engineering		\$26,593.19
Comprehensive Plan Update	Operations Division, , Professional Services		\$24,105.56
		<b>Claimant Total:</b>	<b>\$149,199.61</b>
<b>David's Party Trains</b>	5177	73321	
Train Rides	Tourism/Promotion/VCB, , Fife Harvest Festival		\$380.00

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
		<b>Claimant Total:</b>	<b>\$380.00</b>
<b>Davis Door Service Inc</b> Reset Fire Door	4285	73322 General Government, Facilities & Property Division, Repairs & Maintenance	\$139.26
		<b>Claimant Total:</b>	<b>\$139.26</b>
<b>Dell Marketing L.P.</b> Laptop	4002	73323 General Government, Facilities & Property Division, Small Tools, Equip	\$1,210.71
		<b>Claimant Total:</b>	<b>\$1,210.71</b>
<b>Destination Harley-Davidson</b> HDP Switch, Horn/Siren - Veh , , Repair Parts - Police #	3996	73324	\$15.86
		<b>Claimant Total:</b>	<b>\$15.86</b>
<b>Dunbar Armored Inc</b> Transportation Services	4251	73325 Municipal Court, Municipal Court, Professional Services	\$151.67
Transportation Services		Finance & Admin. Services, Finance Division, Professional Services	\$151.66
Transportation Services		Police, Operations Division, Professional Services	\$151.66
		<b>Claimant Total:</b>	<b>\$454.99</b>
<b>Ed Selden Floor Covering</b> Floor Replacement	14870	73326 General Government, Facilities & Property Division, Other Improvements	\$11,609.90
		<b>Claimant Total:</b>	<b>\$11,609.90</b>
<b>EDEN Advanced Pest Tech</b> Pest Control	4749	73327 General Government, Facilities & Property Division, Repairs & Maintenance	\$81.60
Pest Control		General Government, Facilities & Property Division, Repairs & Maintenance	\$92.48
Pest Control		General Government, Facilities & Property Division, Repairs & Maintenance	\$48.96

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
		<b>Claimant Total:</b>	<b>\$223.04</b>
<b>Emerald Recycling</b> Disposal Costs	5015 , , Miscellaneous	73328	\$93.75
		<b>Claimant Total:</b>	<b>\$93.75</b>
<b>Evergreen Building Products</b> Jet Set - Sewer St # 12	5197 Sewer Utility, , Office & Operating Supplies	73329	\$54.40
Concrete Mix, Safety Glasses	Maintenance Division, , Roadway		\$314.38
		<b>Claimant Total:</b>	<b>\$368.78</b>
<b>Evergreen Equipment Company</b> Filter Cover, Filters	5200 Operations Division, , Office & Operating Supplies	73330	\$59.57
One Gallon Mix	Drainage District #21, , Office & Operating Supplies		\$109.15
		<b>Claimant Total:</b>	<b>\$168.72</b>
<b>Ewing</b> Extension Boxes, Irrigation Bo	5204 Parks, Rec. & Senior Services, Park Maintenance, Small Tools, Equip	73331	\$158.40
		<b>Claimant Total:</b>	<b>\$158.40</b>
<b>Expert Interpreting Services</b> Interpreter Services Jan - Ju	5201 Municipal Court, Municipal Court, Professional Services	73332	\$1,566.08
		<b>Claimant Total:</b>	<b>\$1,566.08</b>
<b>Federal Express</b> Delivery Costs	5489 Police, Operations Division, Postage	73333	\$34.14
Delivery Costs	Finance & Admin. Services, Acministrative Services, Office & Operating Supp		\$27.20
		<b>Claimant Total:</b>	<b>\$61.34</b>
<b>Ferguson Enterprises Inc</b> Pipe	5541 Parks, Rec. & Senior Services, Swim Center Division, Office & Operating Sup	73334	\$8.87

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Paste, Tube Cutter, Coupler, AParks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie			\$97.79
Raised Plug, Flush Tee	REET I, , Professional Services		\$11.37
<b>Claimant Total:</b>			<b>\$118.03</b>
<b>Fife Pharmacy &amp; Gifts</b>	5850	73335	
Medical Services - Milton	Detention Services, , Inmate Medication		\$45.36
Medical Services - Federal Way	Detention Services, , Inmate Medication		\$89.01
Medical Services - Fife	Detention Services, , Inmate Medication		\$44.12
<b>Claimant Total:</b>			<b>\$178.49</b>
<b>Fife Service &amp; Towing Inc</b>	5800	73336	
Impounds	Police, Operations Division, Miscellaneous		\$95.20
Impounds	Police, Operations Division, Miscellaneous		\$462.40
Impounds	Police, Operations Division, Miscellaneous		\$184.96
Impounds	Police, Operations Division, Miscellaneous		\$95.20
<b>Claimant Total:</b>			<b>\$837.76</b>
<b>Finis Inc</b>	5978	73337	
Fins	Parks, Rec. & Senior Services, Swim Center Division, Office & Operating Sup		\$30.88
<b>Claimant Total:</b>			<b>\$30.88</b>
<b>First Choice Bus. Machines</b>	6078	73338	
Copier Lease	Non-Rev/Non-Exp, , Rebates		\$480.50
<b>Claimant Total:</b>			<b>\$480.50</b>
<b>Galls Incorporated</b>	6599	73339	
Pins	Police, Operations Division, Office & Operating Supplies		\$16.85

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
		<b>Claimant Total:</b>	<b>\$16.85</b>
<b>Glacier Construction Services</b>	3578	73340	
Retainage - Wapato Ck Wetland/	70th/Valley - Phase I, , Wetland Mitigation		\$15,323.71
		<b>Claimant Total:</b>	<b>\$15,323.71</b>
<b>Glacier Construction Services</b>	6997	73341	
Wapato Creek Wetland/Stream Re	70th/Valley - Phase I, , Wetland Mitigation		\$137,068.28
		<b>Claimant Total:</b>	<b>\$137,068.28</b>
<b>Grainger</b>	7125	73342	
Roller Cover, Roller, Tray, Br	Sewer Utility, , Office & Operating Supplies		\$52.45
Extension Cord	REET I, , Professional Services		\$20.03
Motor	REET I, , Professional Services		\$212.88
Battery	Operations Division, , Office & Operating Supplies		\$1.93
Filters	Parks, Rec. & Senior Services, Senior/Community Center Div., Office & Opera		\$25.09
Electric Drill	Parks, Rec. & Senior Services, Park Maintenance, Small Tools, Equip		\$206.22
Saw Kit, Saw	Parks, Rec. & Senior Services, Park Maintenance, Small Tools, Equip		\$98.52
Hard Hat	Engineering, Engineering, Office & Operating Supplies		\$15.19
Sleeves, Thimble	Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie		\$21.77
Filters	Operations Division, , Office & Operating Supplies		\$25.09
Bumper, Adhesive	Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie		\$38.24

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## BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Portable Air Conditioner		Community Development, Building Division, Small Tools, Equip	\$698.17
Sprinkler		Parks, Rec. & Senior Services, Park Maintenance, Small Tools, Equip	\$27.46
Battery		Sewer Utility, , Office & Operating Supplies	\$1.94
Extension Cord		General Government, Facilities & Property Division, Office & Operating Supp	\$12.82
Filters		Sewer Utility, , Office & Operating Supplies	\$25.09
Toilet Repair Kit		General Government, Facilities & Property Division, Office & Operating Supp	\$10.85
Gloves		Sewer Utility, , Office & Operating Supplies	\$33.94
Twist Lock Receptacle		General Government, Facilities & Property Division, Office & Operating Supp	\$48.43
Eyewash		Sewer Utility, , Office & Operating Supplies	\$14.53
Offset Wrench		General Government, Facilities & Property Division, Small Tools, Equip	\$30.22
Saw Kit		Water Utility, , Small Tools, Equipment	\$194.86
Filters		General Government, Facilities & Property Division, Office & Operating Supp	\$25.09
Battery		Water Utility, , Office & Operating Supplies	\$1.94
Pressure Sprayer		Detention Services, , Supplies/Jail	\$27.04
Filters		Water Utility, , Office & Operating Supplies	\$25.09
Filters		General Government, Facilities & Property Division, Office & Operating Supp	\$25.09
Cleaning Brush		Sewer Utility, , Office & Operating Supplies	\$6.54

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## BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Toilet Repair Kit, Flapper		General Government, Facilities & Property Division, Office & Operating Supp	\$21.15
		<b>Claimant Total:</b>	<b>\$1,947.66</b>
<b>Green, Scott</b>	6499	73343	
Fuel		Police, Operations Division, Travel, Conf, Schooling	\$21.07
		<b>Claimant Total:</b>	<b>\$21.07</b>
<b>Gregorich, W. Stephen</b>	7154	73344	
ProTem Judge 7/18		Municipal Court, Municipal Court, Professional Services	\$312.50
		<b>Claimant Total:</b>	<b>\$312.50</b>
<b>Guardian Security</b>	7139	73345	
Fire System Repair		Parks, Rec. & Senior Services, Senior/Community Center Div., Repairs & Main	\$184.96
		<b>Claimant Total:</b>	<b>\$184.96</b>
<b>H &amp; B Top Soil</b>	7280	73346	
Bark, Mulch, Topsoil		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$892.16
		<b>Claimant Total:</b>	<b>\$892.16</b>
<b>H D Fowler Co</b>	6180	73347	
Rotors with Nozzles		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$221.91
		<b>Claimant Total:</b>	<b>\$221.91</b>
<b>H D Supply - Waterworks</b>	11399	73348	
Setter, Connector		Water Utility, , Office & Operating Supplies	\$135.24
		<b>Claimant Total:</b>	<b>\$135.24</b>
<b>Hamilton, Steve</b>	7303	73349	
Deposit - Magic Performance		Tourism/Promotion/VCB, , Fife Harvest Festival	\$325.00
		<b>Claimant Total:</b>	<b>\$325.00</b>
<b>Harris, Larry</b>	7363	73350	
LEOFF 1 Benefits		Police, Operations Division, Personnel Benefits	\$270.84

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
		<b>Claimant Total:</b>	<b>\$270.84</b>
<b>Hauenstein, Lyle</b> Court Testimony	7349 Police, Operations Division, Miscellaneous	73351	\$97.08
		<b>Claimant Total:</b>	<b>\$97.08</b>
<b>HDR Architecture</b> Brookville Gardens Paek Master	6182 Park Acquisition/Develop, , Brookville Garden Phase I	73352	\$164.25
		<b>Claimant Total:</b>	<b>\$164.25</b>
<b>Hebert Research</b> Suburban Economic Analysis	7389 Community Development, Planning Division, Professional Services	73353	\$2,500.00
		<b>Claimant Total:</b>	<b>\$2,500.00</b>
<b>Hemley's Handy Kans</b> 5 Portable Toilets	7397 Parks, Rec. & Senior Services, Park Maintenance, Operating Rents & Leases	73354	\$367.25
		<b>Claimant Total:</b>	<b>\$367.25</b>
<b>Holden Polygraph</b> Polygraphs	7437 Detention Services, , Professional Services	73355	\$125.00
		<b>Claimant Total:</b>	<b>\$125.00</b>
<b>Hull, Glenn</b> Meeting - Planning - Meals	16649 Executive, Executive, Travel, Conf, Schooling	73356	\$113.68
		<b>Claimant Total:</b>	<b>\$113.68</b>
<b>Humane Society-Tacoma / P.C.</b> Animal Control	16650 Police, Operations Division, Animal Control	73357	\$227.50
Animal Services	Police, Operations Division, Animal Control		\$217.50
		<b>Claimant Total:</b>	<b>\$445.00</b>
<b>Jackman, Ross E.</b> Event DJ	13641 Police, Crime Prevention, Miscellaneous	73358	\$500.00

## BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
		<b>Claimant Total:</b>	<b>\$500.00</b>
<b>Johnson,Roberts, &amp; Associates</b>	8091	73359	
Pre-Employment Check	Police, Operations Division, Professional Services		\$15.00
		<b>Claimant Total:</b>	<b>\$15.00</b>
<b>Judicial Conference Regr</b>	11713	73360	
Registration - Conference, K R	Municipal Court, Municipal Court, Travel, Conf, Schooling		\$150.00
		<b>Claimant Total:</b>	<b>\$150.00</b>
<b>KAS Entertainment</b>	8240	73361	
Deposit - Movie in the Park	Parks, Rec. & Senior Services, Recreation Division, Miscellaneous		\$1,251.20
		<b>Claimant Total:</b>	<b>\$1,251.20</b>
<b>Kelley, Daniel Wayne</b>	8241	73362	
Deposit - Magic Performance	Tourism/Promotion/VCB, , Fife Harvest Festival		\$375.00
		<b>Claimant Total:</b>	<b>\$375.00</b>
<b>KPG</b>	8202	73363	
Street Preservation Program	Street Preservation, , Engineering		\$21,330.81
		<b>Claimant Total:</b>	<b>\$21,330.81</b>
<b>Kuker-Ranken Inc</b>	8300	73364	
Traffic Paint	Maintenance Division, , Traf Cntrl - Signs & markings		\$143.62
Traffic Paint	Maintenance Division, , Traf Cntrl - Signs & markings		\$71.81
		<b>Claimant Total:</b>	<b>\$215.43</b>
<b>Kvasnyuk, Nikolay</b>	8303	73365	
Interpreter Services 7/18, 7/2	Municipal Court, Municipal Court, Professional Services		\$230.30
		<b>Claimant Total:</b>	<b>\$230.30</b>
<b>Law Enforcement</b>	8583	73366	
Holster	Police, Operations Division, Uniform Clothing		\$157.71
		<b>Claimant Total:</b>	<b>\$157.71</b>

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Lazer Trends LLC Tattoos	8602 Tourism/Promotion/VCB, , Advertising	73367	\$239.53
<b>Claimant Total:</b>			<b>\$239.53</b>
Lee, Jeanette Witness	8609 Municipal Court, Municipal Court, Professional Services	73368	\$75.52
<b>Claimant Total:</b>			<b>\$75.52</b>
Lumbermen's Bldg Centers Rat Trap	8980 Water Utility, , Office & Operating Supplies	73369	\$5.42
Frame	General Government, Facilities & Property Division, Office & Operating Supp		\$2.17
Pitch Fork	Drainage District #21, , Small Tools, Equipment		\$78.31
Wood Screws, Anchor Bolts	General Government, Facilities & Property Division, Office & Operating Supp		\$6.84
Phone Holder, Knee Pads, Shove	Sewer Utility, , Office & Operating Supplies		\$14.85
Expoxy, Bonder	General Government, Facilities & Property Division, Office & Operating Supp		\$9.12
Raincoat	History Museum, , Caboose Expenses		\$58.73
Wedge Bolts	General Government, Facilities & Property Division, Office & Operating Supp		\$5.66
Adaptor, Coupling	REET I, , Professional Services		\$15.21
Gutter Tape	General Government, Facilities & Property Division, Office & Operating Supp		\$29.37
Vent Hood, Reducer, Pipe	REET I, , Professional Services		\$19.88
Self Taping Bolts	General Government, Facilities & Property Division, Office & Operating Supp		\$2.61

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Reducer, Stove Pipe	REET I, , Professional Services		\$23.25
Hole Saw	REET I, , Professional Services		\$40.25
Drywall Screws	REET I, , Professional Services		\$3.25
Phone Holder, Knee Pads, Shove	Water Utility, , Office & Operating Supplies		\$14.85
Couplings, Valves	Operations Division, , Small Tools, Equip		\$26.07
Gloves, Foam Brush, Pail	Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie		\$34.59
Bolts, Washers, Hex Nuts	Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie		\$59.30
Electrical Tape	Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie		\$10.28
Chisel, Hammer	Parks, Rec. & Senior Services, Park Maintenance, Small Tools, Equip		\$29.35
Phone Holder, Knee Pads, Shove	Operations Division, , Office & Operating Supplies		\$14.86
Hose	Parks, Rec. & Senior Services, Park Maintenance, Small Tools, Equip		\$78.31
Hasp	Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie		\$10.87
Adaptor	Parks, Rec. & Senior Services, Swim Center Division, Office & Operating Sup		\$1.51
Concrete Mix, Tri-Pacs	Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie		\$6.78
Acetone	Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie		\$17.40

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Hose		Parks, Rec. & Senior Services, Swim Center Division, Small Tools, Equip	\$39.16
Pipe		Operations Division, , Office & Operating Supplies	\$8.69
Cement, Coupling		Operations Division, , Office & Operating Supplies	\$50.00
Gloves		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$14.63
Gloves, Shop Towels		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$34.45
		<b>Claimant Total:</b>	<b>\$766.02</b>
<b>McCauley, Stefanie</b>	9121	73370	
Training - Meals, Mileage		Executive, Human Resources, Travel, Conf, Schooling	\$152.50
Tablecloths, Games		Executive, Human Resources, Wellness Program	\$32.64
		<b>Claimant Total:</b>	<b>\$185.14</b>
<b>McDowell, Robert H.</b>	9106	73371	
Instructor - July		Parks, Rec. & Senior Services, Recreation Division, Miscellaneous	\$312.00
		<b>Claimant Total:</b>	<b>\$312.00</b>
<b>McLoughlin &amp; Eardley Corp</b>	9112	73372	
Exterior Corners, LED Lights, , , Machinery & Equipment			\$5,594.40
Consoles, Brackets, Armrest , , Machinery & Equipment			\$949.50
		<b>Claimant Total:</b>	<b>\$6,543.90</b>
<b>Meikle, Brian</b>	8994	73373	
ProTem Judge 7/15		Municipal Court, Municipal Court, Professional Services	\$350.00
		<b>Claimant Total:</b>	<b>\$350.00</b>
<b>Merry Makers Inc</b>	9072	73374	
Deposit - Airbrush, Jumps, CotTourism/Promotion/VCB, , Fife Harvest Festival			\$731.32

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
		<b>Claimant Total:</b>	<b>\$731.32</b>
<b>Michaels, Robert</b> ProTem Judge 7/16	9632	73375	
	Municipal Court, Municipal Court, Professional Services		\$250.00
		<b>Claimant Total:</b>	<b>\$250.00</b>
<b>Mountain Mist Water</b> Water Services	9803	73376	
	REET I, , Professional Services		\$19.75
Water Services	REET I, , Professional Services		\$26.00
		<b>Claimant Total:</b>	<b>\$45.75</b>
<b>MX Logic</b> Spam Filter	10154	73377	
	Executive, Information Technology/IT, Professional Services		\$203.00
		<b>Claimant Total:</b>	<b>\$203.00</b>
<b>Nat'l Assoc / School Resource</b> Registration - Training, P Sch	10393	73378	
	Police, Crime Prevention, Travel, Conf, Schooling		\$495.00
		<b>Claimant Total:</b>	<b>\$495.00</b>
<b>Nat'l Assoc of Town Watch</b> T-Shirts, Caps, Tattoos, Brace	10412	73379	
	Police, Crime Prevention, Office & Operating Supplies		\$542.10
		<b>Claimant Total:</b>	<b>\$542.10</b>
<b>Neathery, Robert</b> Interpreter Services 7/22	10503	73380	
	Municipal Court, Municipal Court, Professional Services		\$140.00
		<b>Claimant Total:</b>	<b>\$140.00</b>
<b>Nextel Communications</b> Phones	10515	73381	
	Operations Division, , Telephone, Postage		\$268.65
Phones	Executive, Information Technology/IT, Telephone, Postage		\$169.26
Phones	Parks, Rec. & Senior Services, Senior/Community Center Div., Telephone, Pos		\$0.45
Phones	Police, Communications/Dispatch, Telephone		\$1,638.55

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Phones		Parks, Rec. & Senior Services, Park Maintenance, Telephone, Postage	\$0.66
Phones		Executive, Executive, Postage	\$0.45
Phones		Parks, Rec. & Senior Services, Swim Center Division, Telephone, Postage	\$1.80
Phones		Police, Investigations, Telephone, Postage	\$315.14
Phones		Community Development, Building Division, Postage	\$0.87
Phones		Parks, Rec. & Senior Services, Recreation Division, Telephone/Postage	\$5.55
Phones		Detention Services, , Telephone, Postage (Comm)	\$36.82
Phones		Water Utility, , Telephone, Postage	\$268.64
Phones		Sewer Utility, , Telephone, Postage	\$268.64
Phones		Visitor Information Center, , Chamber Partnership/Marketing	\$0.21
Phones		, , Telephone, Postage	\$34.36
Phones		Drainage District #21, , Telephone, Postage	\$19.83
		<b>Claimant Total:</b>	<b>\$3,029.88</b>
<b>Noble, Linda</b>	10570	73382	
Interpreter Services 7/1		Municipal Court, Municipal Court, Professional Services	\$146.40
		<b>Claimant Total:</b>	<b>\$146.40</b>
<b>Office Depot</b>	4697	73383	
Soap, Paper		Storm Drainage Utility, , Office & Operating Supplies	\$2.52
Envelopes, Paper, Tissue, Tape		Legislative, , Office & Operating Supplies	\$22.07

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Soap, Paper		Water Utility, , Office & Operating Supplies	\$10.94
Soap, Paper		Legislative, , Office & Operating Supplies	\$8.40
Envelopes, Paper, Tissue, Tape		Storm Drainage Utility, , Office & Operating Supplies	\$6.62
Binders		Executive, Executive, Office & Operating Supplies	\$66.60
Folders, Hammer, Screwdrivers,		Storm Drainage Utility, , Office & Operating Supplies	\$3.65
Folders, Hammer, Screwdrivers,		Finance & Admin. Services, Administrative Services, Office & Operating Supp	\$12.17
Folders, Hammer, Screwdrivers,		Water Utility, , Office & Operating Supplies	\$15.83
File Folders		Finance & Admin. Services, Finance Division, Office & Operating Supplies	\$18.02
Envelopes, Paper, Tissue, Tape		Water Utility, , Office & Operating Supplies	\$28.69
Envelopes, Paper, Tissue, Tape		Finance & Admin. Services, Finance Division, Office & Operating Supplies	\$15.45
Soap, Paper		Sewer Utility, , Office & Operating Supplies	\$9.24
Binders		Executive, Executive, Office & Operating Supplies	\$-66.54
Folders, Hammer, Screwdrivers,		Sewer Utility, , Office & Operating Supplies	\$13.39
Folders, Hammer, Screwdrivers,		Legislative, , Office & Operating Supplies	\$12.17
Envelopes, Paper, Tissue, Tape		Sewer Utility, , Office & Operating Supplies	\$24.27

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Soap, Paper	Executive, Executive, Office & Operating Supplies		\$10.08
Envelopes, Paper, Tissue, Tape	Executive, Human Resources, Office & Operating Supplies		\$15.45
Hanging Folders, File Folders	Executive, Executive, Office & Operating Supplies		\$9.79
Shredder	Executive, Human Resources, Office & Operating Supplies		\$87.04
Envelopes, Paper, Tissue, Tape	Executive, Executive, Office & Operating Supplies		\$26.48
Shredder	Executive, Human Resources, Office & Operating Supplies		\$87.03
Soap, Paper	Executive, Human Resources, Office & Operating Supplies		\$5.88
Folders, Hammer, Screwdrivers,	Executive, Executive, Office & Operating Supplies		\$14.61
Halogen Bulb, Clips, Tape, Env	Police, Operations Division, Office & Operating Supplies		\$235.81
Folders, Hammer, Screwdrivers,	Finance & Admin. Services, Finance Division, Office & Operating Supplies		\$8.52
Soap, Paper	Finance & Admin. Services, Administrative Services, Office & Operating Supp		\$8.40
Deposit Bags	Finance & Admin. Services, Finance Division, Office & Operating Supplies		\$33.41
Soap, Paper	Finance & Admin. Services, Finance Division, Office & Operating Supplies		\$5.88
Folders, Hammer, Screwdrivers,	Executive, Human Resources, Office & Operating Supplies		\$8.52
Envelopes, Paper, Tissue, Tape	Finance & Admin. Services, Administrative Services, Office & Operating Supp		\$22.07

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Paper, Markers, Tape		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$35.43
Soap, Paper		Community Development, Building Division, Office & Operating Supplies	\$11.35
Paper, Finger Pads, Toner		Parks, Rec. & Senior Services, Senior/Community Center Div., Office & Opera	\$50.72
Paper, Finger Pads, Toner		Parks, Rec. & Senior Services, Senior/Community Center Div., Office & Opera	\$61.00
Soap, Paper		Community Development, Planning Division, Office & Operating Supplies	\$11.35
Paper, Finger Pads, Toner		Parks, Rec. & Senior Services, Recreation Division, Office & Operating Supp	\$61.00
Paper, Finger Pads, Toner		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$60.78
Paper, Markers, Tape		Parks, Rec. & Senior Services, Swim Center Division, Office & Operating Sup	\$56.38
Paper, Finger Pads, Toner		Parks, Rec. & Senior Services, Swim Center Division, Office & Operating Sup	\$61.00
Envelopes, Paper, Tissue, Tape		Community Development, Planning Division, Office & Operating Supplies	\$29.79
Ice		Parks, Rec. & Senior Services, Recreation Division, Summer Day Camp Supplie	\$32.46
Folders, Hammer, Screwdrivers,		Community Development, Planning Division, Office & Operating Supplies	\$16.44
Folders, Hammer, Screwdrivers,		Community Development, Building Division, Office & Operating Supplies	\$16.44
Envelopes, Paper, Tissue, Tape		Community Development, Building Division, Office & Operating Supplies	\$29.79

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
		<b>Claimant Total:</b>	<b>\$1,316.39</b>
<b>Pacific Distributing Inc</b> Flashlight - Veh #245	11213 , , Office & Operating Supplies	73384	\$114.97
		<b>Claimant Total:</b>	<b>\$114.97</b>
<b>Pacific Signal Supply LLC</b> Traffic Signal Cabinet	11345 Maintenance Division, , Traffic Control	73385	\$27,947.43
		<b>Claimant Total:</b>	<b>\$27,947.43</b>
<b>Pape Material Handling</b> Skid Mower Repair	1119 Parks, Rec. & Senior Services, Park Maintenance, Repairs & Maintenance	73386	\$66.62
Skid Mower Repair	Police, Operations Division, Repairs & Maintenance		\$66.62
		<b>Claimant Total:</b>	<b>\$133.24</b>
<b>Parker Paint Company</b> Paint, Rollers	11550 Sewer Utility, , Office & Operating Supplies	73387	\$36.88
Epoxy, Activator, Rust Convert	Sewer Utility, , Office & Operating Supplies		\$339.65
		<b>Claimant Total:</b>	<b>\$376.53</b>
<b>PetroCard Systems Inc</b> Fuel - PD	11909 Police, Operations Division, Fuel Consumed	73388	\$4,039.61
Fuel - Nyberg	Drainage District #21, , Office & Operating Supplies		\$175.46
Fuel - PD	Police, Operations Division, Fuel Consumed		\$4,014.60
Fuel - PW Spare	Sewer Utility, , Fuel Consumed		\$59.95
Fuel - Nyberg	Drainage District #21, , Office & Operating Supplies		\$153.97
Fuel - PW	Water Utility, , Fuel Consumed		\$772.34
Fuel - PW	Sewer Utility, , Fuel Consumed		\$908.88

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Fuel - PW	Sewer Utility, , Fuel Consumed		\$772.33
Fuel - Fleet	, , Fuel Consumed		\$205.66
Fuel - Fleet	, , Fuel Consumed		\$170.48
Fuel - Jail	Detention Services, , Fuel Consumed		\$337.96
Fuel - PW Spare	Water Utility, , Fuel Consumed		\$59.95
Fuel - PW	Water Utility, , Fuel Consumed		\$908.88
Fuel - Jail	Detention Services, , Fuel Consumed		\$239.10
Fuel - Investigations	Police, Investigations, Fuel Consumed		\$354.87
Fuel - PW Spare	Operations Division, , Fuel Consumed		\$59.96
Fuel - Senior Center	Parks, Rec. & Senior Services, Senior/Community Center Div., Fuel Consumed		\$92.16
Fuel - PW	Operations Division, , Fuel Consumed		\$772.34
Fuel - PW	Operations Division, , Fuel Consumed		\$908.88
Fuel - D Cantlin	Parks, Rec. & Senior Services, Senior/Community Center Div., Fuel Consumed		\$95.09
Fuel - D Cantlin	Parks, Rec. & Senior Services, Senior/Community Center Div., Fuel Consumed		\$10.57
Fuel - Engineering	Engineering, Engineering, Fuel Consumed		\$168.10
Fuel - Parks	Parks, Rec. & Senior Services, Park Maintenance, Fuel Consumed		\$371.18
Fuel - Engineering	Engineering, Engineering, Fuel Consumed		\$70.19

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Fuel - Building		Community Development, Building Division, Fuel Consumed	\$53.79
Fuel - C Brooks		Parks, Rec. & Senior Services, Recreation Division, Fuel	\$216.47
Fuel - Investigations		Police, Investigations, Fuel Consumed	\$633.24
Fuel - Building		Community Development, Building Division, Fuel Consumed	\$65.34
Fuel - Senior Center		Parks, Rec. & Senior Services, Senior/Community Center Div., Fuel Consumed	\$39.60
Fuel - Parks		Parks, Rec. & Senior Services, Park Maintenance, Fuel Consumed	\$462.22
<b>Claimant Total:</b>			<b>\$17,193.17</b>
<b>Petty Cash - Kristen LaFrance</b>	12046	73389	
Vinegar, Slip Cap, Gasket		Parks, Rec. & Senior Services, Swim Center Division, Office & Operating Sup	\$8.74
Brake Fluid, Car Wash Tokens		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$23.25
Bridge Tolls, Per Diem - Meal		Parks, Rec. & Senior Services, Senior/Community Center Div., Travel, Conf,	\$26.00
<b>Claimant Total:</b>			<b>\$57.99</b>
<b>Phung, Nova C.</b>	12138	73390	
Interpreter Services 7/11		Municipal Court, Municipal Court, Professional Services	\$125.00
Interpreter Services 7/15		Municipal Court, Municipal Court, Professional Services	\$125.00
<b>Claimant Total:</b>			<b>\$250.00</b>
<b>Pierce Co Budget &amp; Finance</b>	12200	73391	
Forms - Overtime / Leave Reque		Parks, Rec. & Senior Services, Senior/Community Center Div., Office & Opera	\$6.28
Forms - Evidence Reports		Police, Operations Division, Office & Operating Supplies	\$620.16

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
2008 Router Maintenance		Community Development, Planning Division, Intergovernmental Services	\$500.00
Forms - Overtime / Leave Reque		Finance & Admin. Services, Acministrative Services, Office & Operating Supp	\$12.55
Forms - Overtime / Leave Reque		Parks, Rec. & Senior Services, Swim Center Division, Office & Operating Sup	\$18.83
Forms - Overtime / Leave Reque		Executive, Executive, Office & Operating Supplies	\$15.69
Forms - Overtime / Leave Reque		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$15.69
Forms - Overtime / Leave Reque		Executive, Human Resources, Office & Operating Supplies	\$12.55
Forms - Overtime / Leave Reque		Community Development, Planning Division, Office & Operating Supplies	\$21.97
Forms - Overtime / Leave Reque		Finance & Admin. Services, Finance Division, Office & Operating Supplies	\$25.10
Forms - Overtime / Leave Reque		Community Development, Building Division, Office & Operating Supplies	\$25.10
Forms - Overtime / Leave Reque		Municipal Court, Municipal Court, Office & Operating Supplies	\$15.69
CVPro Online Services		Engineering, Engineering, Intergovernmental Services	\$583.00
Forms - Overtime / Leave Reque		Police, Operations Division, Office & Operating Supplies	\$28.24
1st Qtr 2008 Wide Area Network		Community Development, Planning Division, Intergovernmental Services	\$108.00
Forms - Overtime / Leave Reque		Operations Division, , Office & Operating Supplies	\$25.10

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Forms - Overtime / Leave Reque		Parks, Rec. & Senior Services, Recreation Division, Office & Operating Supp	\$6.28
Forms - Overtime / Leave Reque		Storm Drainage Utility, , Office & Operating Supplies	\$21.97
2nd Qtr 2008 Sewer Service Cha		Sewer Utility, , Tacoma Treatment	\$15,647.70
2007 Share O & M Lakehaven/Pie		Sewer Utility, , Intergovernmental Services	\$4,792.89
Forms - Overtime / Leave Reque		Sewer Utility, , Office & Operating Supplies	\$28.24
Forms - Overtime / Leave Reque		Water Utility, , Office & Operating Supplies	\$34.52
		<b>Claimant Total:</b>	<b>\$22,565.55</b>
<b>Pierce County Comm. Newspapers</b>	16875	73392	
Fall Recreation Guide		Parks, Rec. & Senior Services, Swim Center Division, Advertising	\$1,844.80
Fall Recreation Guide		Parks, Rec. & Senior Services, Senior/Community Center Div., Advertising	\$1,383.60
Fall Recreation Guide		Parks, Rec. & Senior Services, Recreation Division, Advertising	\$1,383.60
Fife Flyer & Mailing - Jun Jul		Legislative, , Miscellaneous	\$8,260.00
		<b>Claimant Total:</b>	<b>\$12,872.00</b>
<b>Pierce County Recycling,</b>	8500	73393	
Disposal Costs		Maintenance Division, , Street Cleaning	\$258.78
Disposal Costs		Maintenance Division, , Street Cleaning	\$144.90
		<b>Claimant Total:</b>	<b>\$403.68</b>
<b>Platt Electric Supply</b>	12650	73394	
30Amp Breaker		General Government, Facilities & Property Division, Office & Operating Supp	\$29.70

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Fuse - Pump Station #10		Sewer Utility, , Office & Operating Supplies	\$7.54
Ballast		General Government, Facilities & Property Division, Office & Operating Supp	\$79.94
Light Bulbs		General Government, Facilities & Property Division, Office & Operating Supp	\$1.74
Fuses		General Government, Facilities & Property Division, Office & Operating Supp	\$120.09
Cable Tie, Lamp, WP Box		Parks, Rec. & Senior Services, Senior/Community Center Div., Office & Opera	\$31.36
Cable Tie, Lamp, WP Box		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$21.34
Cable Tie, Lamp, WP Box		Parks, Rec. & Senior Services, Swim Center Division, Office & Operating Sup	\$30.15
<b>Claimant Total:</b>			<b>\$321.86</b>
<b>Postmaster</b>	12801	73395	
Bulk Permit Postage - Senior M		Parks, Rec. & Senior Services, Senior/Community Center Div., Telephone, Pos	\$500.00
<b>Claimant Total:</b>			<b>\$500.00</b>
<b>Public Finance Inc</b>	13264	73396	
Delinquency Management		Sewer Utility, , ULID Administration	\$408.24
LID Administration / Delinquen Sewer Utility, , Professional Services			\$4,468.63
<b>Claimant Total:</b>			<b>\$4,876.87</b>
<b>Puget Postings</b>	13279	73397	
Jury Mileage, Jury Source List Municipal Court, Municipal Court, Repairs & Maintenance			\$533.12
<b>Claimant Total:</b>			<b>\$533.12</b>
<b>Puget Sound Energy</b>	18370	73398	
Utilities		General Government, Facilities & Property Division, Public Utility Svcs	\$124.46

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## BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Utilities	Maintenance Division, , Street Lighting		\$35.24
Utilities	Maintenance Division, , Street Lighting		\$160.50
<b>Claimant Total:</b>			<b>\$320.20</b>
<b>Puget Sound Instrument Co</b>	13350	73399	
Site Rental	Police, Communications/Dispatch, Telephone		\$326.40
Connectors, Cable, Antenna , , Machinery & Equipment			\$49.55
Radio, Antenna, Connectors , , Machinery & Equipment			\$145.60
<b>Claimant Total:</b>			<b>\$521.55</b>
<b>Puget Sound Meeting Services</b>	13353	73400	
Transcription Services	Finance & Admin. Services, Administrative Services, Professional Services		\$1,644.56
<b>Claimant Total:</b>			<b>\$1,644.56</b>
<b>QWest</b>	17650	73401	
Phones - Direct Lines	Police, Operations Division, Postage		\$12.82
Phones - Direct Lines	Sewer Utility, , Telephone, Postage		\$6.00
Phones	Police, Communications/Dispatch, Telephone		\$343.22
Phones - Direct Lines	Water Utility, , Telephone, Postage		\$7.04
Phones	General Government, Facilities & Property Division, Telephone		\$505.96
Phones	Water Utility, , Telephone, Postage		\$61.36
Phones - Direct Lines	Finance & Admin. Services, Administrative Services, Postage		\$6.00
Phones	Police, Communications/Dispatch, Telephone		\$280.03
Phones - Direct Lines	Finance & Admin. Services, Administrative Services, Postage		\$7.04

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## BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Phones - Direct Lines	Executive, Human Resources, Postage		\$1.71
Phones - Direct Lines	Executive, Human Resources, Postage		\$2.01
Phones - Direct Lines	Legislative, , Postage		\$4.03
Phones	General Government, Facilities & Property Division, Telephone		\$505.96
Phones - Direct Lines	Finance & Admin. Services, Finance Division, Postage		\$6.00
Phones	Police, Communications/Dispatch, Telephone		\$486.92
Phones - Direct Lines	Finance & Admin. Services, Finance Division, Postage		\$7.04
Phones - Direct Lines	Police, Operations Division, Postage		\$15.10
Phones	Police, Communications/Dispatch, Telephone		\$145.78
Phones	Police, Communications/Dispatch, Telephone		\$60.09
Phones	Police, Communications/Dispatch, Telephone		\$235.76
Phones	General Government, Facilities & Property Division, Telephone		\$39.69
Phones - Direct Lines	Executive, Executive, Postage		\$3.43
Phones - Direct Lines	Storm Drainage Utility, , Telephone, Postage		\$1.71
Phones	Police, Communications/Dispatch, Telephone		\$49.80
Phones - Direct Lines	Storm Drainage Utility, , Telephone, Postage		\$2.01
Phones	Police, Communications/Dispatch, Telephone		\$41.13
Phones - Direct Lines	Water Utility, , Telephone, Postage		\$6.00

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## BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Phones		Police, Communications/Dispatch, Telephone	\$197.03
Phones - Direct Lines		Sewer Utility, , Telephone, Postage	\$7.04
Phones - Direct Lines		Executive, Executive, Postage	\$4.03
Phones - Direct Lines		Legislative, , Postage	\$3.43
Phones		Police, Communications/Dispatch, Telephone	\$82.24
Phones - Direct Lines		Municipal Court, Municipal Court, Telephone, Postage	\$7.71
Phones		Police, Communications/Dispatch, Telephone	\$83.03
Phones - Direct Lines		Municipal Court, Municipal Court, Telephone, Postage	\$9.06
Phones		Police, Communications/Dispatch, Telephone	\$56.07
Phones - Direct Lines		Community Development, Building Division, Postage	\$7.04
Phones - Direct Lines		Parks, Rec. & Senior Services, Senior/Community Center Div., Telephone, Pos	\$3.43
Phones - Direct Lines		Parks, Rec. & Senior Services, Recreation Division, Telephone/Postage	\$4.03
Phones - Direct Lines		Community Development, Planning Division, Postage	\$7.04
Phones - Direct Lines		Operations Division, , Telephone, Postage	\$6.04
Phones - Direct Lines		Parks, Rec. & Senior Services, Recreation Division, Telephone/Postage	\$3.43
Phones - Direct Lines		Parks, Rec. & Senior Services, Park Maintenance, Telephone, Postage	\$3.43
Phones - Direct Lines		Parks, Rec. & Senior Services, Park Maintenance, Telephone, Postage	\$4.03

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## BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Phones - Direct Lines		Parks, Rec. & Senior Services, Senior/Community Center Div., Telephone, Pos	\$4.03
Phones - Direct Lines		Community Development, Planning Division, Postage	\$6.00
Phones - Direct Lines		Operations Division, , Telephone, Postage	\$5.14
Phones - Direct Lines		Parks, Rec. & Senior Services, Swim Center Division, Telephone, Postage	\$4.03
Phones - Direct Lines		Parks, Rec. & Senior Services, Swim Center Division, Telephone, Postage	\$3.43
Phones - Direct Lines		Community Development, Building Division, Postage	\$6.00
		<b>Claimant Total:</b>	<b>\$3,360.38</b>
<b>Qwest - Long Distance</b>			
Phones - Long Distance	17652	73402 Municipal Court, Municipal Court, Telephone, Postage	\$5.43
Phones - Long Distance		Parks, Rec. & Senior Services, Swim Center Division, Telephone, Postage	\$4.42
Phones - Long Distance		Finance & Admin. Services, Administrative Services, Postage	\$1.54
Phones - Long Distance		Community Development, Planning Division, Postage	\$5.19
Phones - Long Distance		Executive, Information Technology/IT, Telephone, Postage	\$6.43
Phones - Long Distance		Parks, Rec. & Senior Services, Recreation Division, Telephone/Postage	\$2.31
Phones - Long Distance		Police, Communications/Dispatch, Telephone	\$55.72
Phones - Long Distance		Operations Division, , Telephone, Postage	\$7.49
Phones - Long Distance		Executive, Information Technology/IT, Small Tools, Equip	\$8.48
Phones - Long Distance		Parks, Rec. & Senior Services, Park Maintenance, Telephone, Postage	\$1.19

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## BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Phones - Long Distance		Finance & Admin. Services, Finance Division, Postage	\$7.75
Phones - Long Distance		Police, Investigations, Telephone, Postage	\$2.86
Phones - Long Distance		Executive, Civil Service, Postage	\$1.91
Phones - Long Distance		Parks, Rec. & Senior Services, Senior/Community Center Div., Telephone, Pos	\$3.55
Phones - Long Distance		Executive, Human Resources, Postage	\$0.93
Phones - Long Distance		Community Development, Building Division, Postage	\$13.19
Phones - Long Distance		Executive, Executive, Postage	\$11.53
Phones - Long Distance		Water Utility, , Telephone, Postage	\$7.49
Phones - Long Distance		Criminal Justice, , Telephone	\$0.20
Phones - Long Distance		Sewer Utility, , Telephone, Postage	\$7.49
<b>Claimant Total:</b>			<b>\$155.10</b>
<b>RE Auto Electric</b>	13776	73403	
Vehicle Parts - Veh #204	, , Repair Parts - Police		\$273.91
<b>Claimant Total:</b>			<b>\$273.91</b>
<b>Reliable Security Services</b>	13813	73404	
Door Reader Repair	General Government, Facilities & Property Division, Repairs & Maintenance		\$94.11
<b>Claimant Total:</b>			<b>\$94.11</b>
<b>RH2 Engineering Inc</b>	7295	73405	
Comprehensive Water System Utility Construction, , Water Comp Plan Update Pla			\$6,965.19
<b>Claimant Total:</b>			<b>\$6,965.19</b>

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## BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Ricoh Americas Corporation Copier Lease	7294	73406 Municipal Court, Municipal Court, Operating Rents & Leases	\$433.00
Copier Lease		Sewer Utility, , Operating Rents & Leases	\$173.20
Copier Lease		Police, Communications/Dispatch, Operating Rents & Leases	\$154.64
Copier Lease		Detention Services, , Operating Rents & Leases	\$92.77
Copier Lease		Legislative, , Operating Rents & Leases	\$52.58
Copier Lease		Water Utility, , Operating Rents & Leases	\$173.20
Copier Lease		Executive, Executive, Operating Rents & Leases	\$150.93
Copier Lease		Police, Operations Division, Operating Rents & Leases	\$525.78
Copier Lease		Finance & Admin. Services, Acministrative Services, Operating Rents & Lease	\$158.35
Copier Lease		Finance & Admin. Services, Finance Division, Operating Rents & Leases	\$159.59
Copier Lease		Executive, Human Resources, Operating Rents & Leases	\$78.87
Copier Lease		Parks, Rec. & Senior Services, Swim Center Division, Operating Rents & Leas	\$247.43
Copier Lease		Community Development, Planning Division, Operating Rents & Leases	\$181.86
Copier Lease		Community Development, Building Division, Operating Rents & Leases	\$176.60
Copier Lease		Parks, Rec. & Senior Services, Senior/Community Center Div., Operating Rent	\$247.43
Copier Lease		Operations Division, , Operating Rents & Leases	\$86.60

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
		<b>Claimant Total:</b>	<b>\$3,092.83</b>
<b>Ricoh Business Solutions</b>	7302	73407	
Copier Maintenance	Police, Communications/Dispatch, Repairs & Maintenance		\$93.27
		<b>Claimant Total:</b>	<b>\$93.27</b>
<b>Ritter, Paul</b>	13816	73408	
Meeting - Airfare	Legislative, , Travel, Conf, Schooling		\$376.00
		<b>Claimant Total:</b>	<b>\$376.00</b>
<b>Robblee's Total Security Inc</b>	13950	73409	
Keys, Key Tags, Rack, Key Boot	Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie		\$19.24
Keys	Parks, Rec. & Senior Services, Senior/Community Center Div., Office & Opera		\$13.50
Privacy Lock	Parks, Rec. & Senior Services, Park Maintenance, Small Tools, Equip		\$111.62
		<b>Claimant Total:</b>	<b>\$144.36</b>
<b>Robinson Engineers LLC</b>	13951	73410	
20th Street Improvements	20th Ave - 54th to 63rd, , Engineering		\$27,125.00
EDA Pump Station	Const/Improvement Div, , Erdahl Ditch Pump Station		\$6,300.00
		<b>Claimant Total:</b>	<b>\$33,425.00</b>
<b>Round Butte Products</b>	13975	73411	
Fertilizer	Parks, Rec. & Senior Services, Park Maintenance, Chemicals		\$253.00
		<b>Claimant Total:</b>	<b>\$253.00</b>
<b>Six Robblees' Inc</b>	5129	73412	
Vehicle Supply	, , Office & Operating Supplies		\$143.62
		<b>Claimant Total:</b>	<b>\$143.62</b>
<b>Smythe, Fredrick</b>	15154	73413	
_EOFF 1 Benefits	Police, Operations Division, Personnel Benefits		\$1,039.00

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
		<b>Claimant Total:</b>	<b>\$1,039.00</b>
<b>South Puget Sound Kids Directo</b>	15312	73414	
Ad - Kids Directory	Parks, Rec. & Senior Services, Recreation Division, Advertising		\$165.00
Ad - Kids Directory	Parks, Rec. & Senior Services, Recreation Division, Advertising		\$495.00
		<b>Claimant Total:</b>	<b>\$660.00</b>
<b>Sports Service</b>	15350	73415	
Boots, Shirts	General Government, Facilities & Property Division, Uniform Clothing		\$142.78
Boots, Shirts	Operations Division, , Uniform Clothing		\$40.79
Boots, Shirts	Water Utility, , Uniform Clothing		\$10.20
Boots, Shirts	Sewer Utility, , Uniform Clothing		\$10.20
		<b>Claimant Total:</b>	<b>\$203.97</b>
<b>State Auditor's Office</b>	15834	73416	
2007 Audit Costs	Finance & Admin. Services, Finance Division, Audits		\$12,622.64
		<b>Claimant Total:</b>	<b>\$12,622.64</b>
<b>Sterling Reference Laboratorie</b>	15912	73417	
Analysis thru 6/30	Municipal Court, Probation Division, Professional Services		\$125.39
		<b>Claimant Total:</b>	<b>\$125.39</b>
<b>Strategies 360</b>	15946	73418	
Federal Relations Services - A Legislative, , Professional Services			\$5,500.00
Federal Relations Services - J Legislative, , Professional Services			\$5,500.00
		<b>Claimant Total:</b>	<b>\$11,000.00</b>
<b>Student Planner</b>	15918	73419	
Student Planners	D.A.R.E., , Office & Operating Supplies		\$600.00
		<b>Claimant Total:</b>	<b>\$600.00</b>

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
<b>Sumner Tractor &amp; Equipment</b> Filter	16000	73420	\$25.57
	, , Office & Operating Supplies		
Key		Operations Division, , Office & Operating Supplies	\$12.72
Knife, Bracket, D-Ring, Bolts,		Operations Division, , Office & Operating Supplies	\$451.52
<b>Claimant Total:</b>			<b>\$489.81</b>
<b>Systems for Public Safety</b> LED Lights, Map Light	16043	73421	\$737.37
	Police, Community Policing, Office Supplies - SWAT		
<b>Claimant Total:</b>			<b>\$737.37</b>
<b>T3E Company</b> Headset	16329	73422	\$96.50
	Police, Communications/Dispatch, Office & Operating Supplies		
<b>Claimant Total:</b>			<b>\$96.50</b>
<b>Iacoma Screw Products</b> Safety Vests	16850	73423	\$67.23
	Operations Division, , Office & Operating Supplies		
Cap Screws		Water Utility, , Office & Operating Supplies	\$1.08
Safety Vests		Water Utility, , Office & Operating Supplies	\$67.22
Safety Vests		Sewer Utility, , Office & Operating Supplies	\$67.22
<b>Claimant Total:</b>			<b>\$202.75</b>
<b>Tennessee Flag Compnay</b> Flags	17093	73424	\$44.25
	Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie		
Flags		Police, Operations Division, Office & Operating Supplies	\$44.25
Flags		General Government, Facilities & Property Division, Office & Operating Supp	\$45.00
<b>Claimant Total:</b>			<b>\$133.50</b>

## BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
<b>The Granger Company</b> Appraisal Review - 70th Ave E/ROW Acquisitions, , ROW Acquisitions	4961	73425	\$2,600.00
<b>Claimant Total:</b>			<b>\$2,600.00</b>
<b>The Part Works Inc</b> Hose Thread Chaser	11571	73426	\$34.80
	Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie		
<b>Claimant Total:</b>			<b>\$34.80</b>
<b>Titus Will Ford</b> Parts - Veh #232	17250	73427	\$146.88
	, , Repair Parts - Police		
Spark Plugs, Boots, Switch	, , Repair Parts - Police		\$124.47
Battery - Veh #93	, , Repair Parts - Parks		\$107.14
Clutch	, , Repair Parts - Police		\$138.02
Shaft, Seal, Bearings,Pins - V	, , Repair Parts - Police		\$484.24
<b>Claimant Total:</b>			<b>\$1,000.75</b>
<b>TMI Salt Pure Corporation</b> Test Kit	17262	73428	\$84.79
	Parks, Rec. & Senior Services, Swim Center Division, Small Tools, Equip		
Touch Screen	Parks, Rec. & Senior Services, Swim Center Division, Small Tools, Equip		\$334.18
Acu-trol Touch Screen	Parks, Rec. & Senior Services, Swim Center Division, Office & Operating Sup		\$80.03
<b>Claimant Total:</b>			<b>\$499.00</b>
<b>United Parcel Service</b> Delivery Costs	17897	73429	\$10.77
	Police, Operations Division, Postage		
Delivery Costs	Executive, Information Technology/IT, Telephone, Postage		\$86.92
Delivery Costs	Police, Operations Division, Postage		\$9.74

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
		<b>Claimant Total:</b>	<b>\$107.43</b>
<b>United Pipe &amp; Supply</b> Hand Pump	17900 Operations Division, , Small Tools, Equip	73430	\$80.80
		<b>Claimant Total:</b>	<b>\$80.80</b>
<b>Utility Underground Location C</b> Underground Locates	18050 Operations Division, , Miscellaneous	73431	\$2.55
Underground Locates	Water Utility, , Miscellaneous		\$2.54
Underground Locates	Sewer Utility, , Miscellaneous		\$2.54
		<b>Claimant Total:</b>	<b>\$7.63</b>
<b>VSI Law Group, PLLC</b> Legal	18132 General Facilities, , LID 2008-1	73432	\$12,972.77
_egal	Storm Drainage Utility, , Professional Services		\$659.00
Legal - General Business	Executive, Legal, City Attorney		\$20,000.00
Legal	Executive, Legal, Misc - Other Legal		\$9,492.00
		<b>Claimant Total:</b>	<b>\$43,123.77</b>
<b>WA St Dept of Transportation</b> Wapato Creek Wetland/Stream Mi	19297 70th/Valley - Phase I, , Engineering	73433	\$569.05
		<b>Claimant Total:</b>	<b>\$569.05</b>
<b>WA Wildlife &amp; Rec Coalition</b> Membership Dues	18657 Parks, Rec. & Senior Services, Park Maintenance, Travel, Conf, Schooling	73434	\$25.00
Membership Dues	Parks, Rec. & Senior Services, Recreation Division, Travel, Conf, Schooling		\$25.00
Membership Dues	Parks, Rec. & Senior Services, Swim Center Division, Travel, Conf, Schoolin		\$25.00

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## BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Membership Dues		Parks, Rec. & Senior Services, Senior/Community Center Div., Travel, Conf,	\$25.00
<b>Claimant Total:</b>			<b>\$100.00</b>
<b>Washington Dept of Corrections</b>	18340	73435	
Biscuits, Muffins	Detention Services, , Supplies/Jail		\$377.25
<b>Claimant Total:</b>			<b>\$377.25</b>
<b>Water Mgmt Laboratories Inc</b>	19000	73436	
Underground Locates	Water Utility, , Miscellaneous		\$200.00
Water Testing	Water Utility, , Miscellaneous		\$120.00
Water Testing	Water Utility, , Miscellaneous		\$280.00
<b>Claimant Total:</b>			<b>\$600.00</b>
<b>Western Systems</b>	19199	73437	
Access Box, Bracket, Sensor, Maintenance Division, , Traf Cntrl - Signals C			\$4,237.64
<b>Claimant Total:</b>			<b>\$4,237.64</b>
<b>Whistle Workwear</b>	19289	73438	
Pants	Water Utility, , Uniform Clothing		\$5.14
Pants	Sewer Utility, , Uniform Clothing		\$82.22
Pants	Storm Drainage Utility, , Clothing Allowance		\$10.28
Pants	Operations Division, , Uniform Clothing		\$5.14
<b>Claimant Total:</b>			<b>\$102.78</b>
<b>Wilbur-Ellis Company</b>	19298	73439	
Monobor Chlorate, Casoron, Fer	Parks, Rec. & Senior Services, Park Maintenance, Chemicals		\$878.81
<b>Claimant Total:</b>			<b>\$878.81</b>

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## BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
<b>Williams Oil Filter Serv</b> Switch, Toggle Cover	19300	73441	\$7.24
	, , Repair Parts - Sewer		
Switch, Toggle Cover			\$7.24
	, , Repair Parts - Water		
Switch, Toggle Cover			\$7.24
	, , Repair Parts - Streets		
		<b>Claimant Total:</b>	<b>\$21.72</b>
<b>Williams, Karl L.</b> ProTem Judge 7/17	19296	73440	\$225.00
	Municipal Court, Municipal Court, Professional Services		
		<b>Claimant Total:</b>	<b>\$225.00</b>
<b>Yahoudy, Tracey</b> Pants	20014	73442	\$64.32
	Police, Communications/Dispatch, Uniform Clothing		
		<b>Claimant Total:</b>	<b>\$64.32</b>
<b>Zumar Industries Inc</b> Signs - Drug Free Zone	19650	73443	\$298.11
	Maintenance Division, , Traf Cntrl - Signs & markings		
Sign - Do Not Enter			\$193.66
	Maintenance Division, , Traf Cntrl - Signs & markings		
Sign - Stop			\$277.44
		<b>Claimant Total:</b>	<b>\$769.21</b>
		<b>Grand Total:</b>	<b>\$783,324.47</b>

**MEMORANDUM  
For Meeting of August 12, 2008**

TO: Mayor and Councilmembers  
FROM: Steve Worthington, City Manager  
SUBJECT: Proclamation-Fife Volunteer Firefighter Day

***REPORT IN BRIEF:***

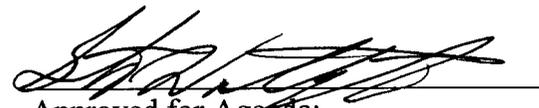
This proclamation is in honor of Fife Volunteer Firefighters. The first 25 volunteers for the Fife Community (before it was a city) are:

Robert Bunge	Robert Bulleri
Paul Merritt	Joe Vraves
Frank Schnider, Jr.	Frank Laviola
Bert Kepka	Ralph Berry
Walter Cox	Leo Parodi
Fred Merdian	Phillip Vogel
Clare Masten	Guido Bini
Don Henricksen	Ray Dunn
Arthur Blomgren	Frank Roberts
Victor Johnson	Charles Babbitt
Perry Reiter	Earl Rees
John Bacoka, Jr.	Dave Hulcey
Ken McKeen	

The Fife History Museum has an exhibit showcasing the Fife Volunteer Firefighters and an Open House will be held in their honor on Monday, August 18<sup>th</sup>, 2008 from 6-8pm.

***RECOMMENDATIONS:***

Mayor Johnson to read the proclamation and present it to Frank Schnider, the only living member of the first 25 Volunteer Firefighters for the Fife Community and one of Fife City Council's original Councilmen.

  
Approved for Agenda:  
Steve Worthington, City Manager



**PHOTO COURTESY OF FIFE HISTORY MUSEUM**

**The first Fife firefighters included, from left to right, Paul “Bud” Merritt, Pete Vogel, Bert Kepka, Bob Bevegni, Earl Rees, Perry Reiter, Bob Bulleri, Charlie Babbitt, Guido Bini, Leo Parodi, Leo Bulleri, Joe Vraves, Frank Schnider, Dave Hulcey, Pinky Johnson and Frank Laviola.**

**Fire department celebrates 60 years**

**By Meghan Erkinen**

Fife Free Press

[merkkinen@tacomaweekly.com](mailto:merkkinen@tacomaweekly.com)

Published on: July 03, 2008

By meghan erkinen

Staff Writer

These days, Fife residents take comfort in the fact that, in an emergency, their firefighters are only a phone call away. But in the early 1940s, that was not the case for the city’s residents. Back then – before Fife was even a city – residents were reliant on the help of their neighbors and neighboring communities to help out in case of an emergency.

Residents certainly felt the negative effects of not having their own firefighters.

In 1934, for example, the Tacoma Public Works Department had to help residents put out a large fire at Andre’s Market Warehouse on Pacific Highway. In 1935, eight businesses and homes were destroyed along the city’s main intersection, which is today 20th Street and 54th Avenue. It was these large-scale fires, and others, that prompted Fife residents to consider establishing their own fire department.

“Eventually the community said we needed to do something to save our homes,” said Jack Murrey, who worked as a firefighter in Fife for 15 years, beginning in 1955, and served as fire chief for eight years. Murrey’s parents’ house was one of the ones destroyed in the 1935 fire.

After about four years of serious discussion, the Fife Fire Department was established in 1948, with a budget of \$16,000.

The original department consisted entirely of volunteers. To qualify for insurance, the department needed at least 25 volunteers, so some of the founding citizens set out to sign up whomever they could.

“We had a few duds there, but we got 25,” said 83-year-old Frank Schnider, the only remaining member of the 25 original firefighters.

The fire department bought an old church building and transformed it into the first fire station. They purchased their first fire truck, a 1946 Ford. The first few years were not without challenges.

Money was the biggest challenge, but communications were also a challenge. The department’s communication system included only a phone to begin. In many cases, residents would call a firefighter’s wife, and she would sound the alarm. In those days, there were only six main streets in the city.

Furthermore, because almost all of the men had no experience fighting fires, it was a challenge to learn about how a fire department worked.

“We had to learn the ins and outs of the fire department,” Murrey said.

Working as a volunteer at a small department also presented its own unique challenges. Most of the volunteers had jobs that could be difficult to leave at a minute’s notice. And because the volunteers often came in from different directions, each had to be an expert in a variety of skills.

“When you’re in a big department, you have one job...Being a volunteer, if you’re the first one there, you have to know a little bit of everything,” said Carl Spane, who joined the department in 1951. “It’s a lot harder than most people realize.”

To address the challenge faced by the lack of funds, the wives of many of the firefighters – who formed the Sparkettes – organized a yearly Firemen’s Ball to raise money to buy equipment. The first ball was held in 1949.

The Sparkettes played a major role in the fire department, doing everything from answering calls and sounding the alarm to bringing hot coffee to the scene of a fire.

Over the first decade of its existence, the fire department grew, adding two new trucks and building a new facility just east of the original building. The residents of Fife came to depend on the support the volunteers gave them during their times of crisis.

The firefighters fought several major fires, including one in August 1953 that destroyed the Duffle Bag, a military outlet store. A scarcity of water hindered firefighters combating the flames.

In February 1957, Fife became a city. According to Schnider, who would become one of the city’s first council members, the firefighters played a key role in the city’s incorporation.

“These are the fellows who are responsible for changing the whole area,” he said. Many of the firefighters and the Sparkettes went door-to-door, encouraging people to support incorporation. Citizens voted in favor of incorporating by seven votes.

The fire department continued to evolve, overcoming old challenges and facing new ones. In November 1961, Murrey was appointed fire chief pro tem. In January 1964, the city faced what is still the biggest fire in its history.

The former Century Ball-room, where the Firemen's Balls were previously held, caught fire shortly after 7 p.m. one night. Flames swept the length of the building just under the roofline and reached heights of 20 to 30 feet, visible for miles away. The fire burned nine businesses housed on the site, including IGA Market, Fuji's 10-Cent Store and the Fife City Hall. (Fortunately, the city's records were housed elsewhere.)

The ballroom, built in 1934 and located just north of the Poodle Dog, previously attracted thousands of people, who came to listen and dance to some of the most famous big bands in the country. With the shift to rock and roll, the building was transformed to accommodate businesses.

In January 1969, a fire nearly destroyed another notable building in the city. The Daffodil Motel, located along Pacific Highway, caught fire early one morning. A total of 100 men from seven different fire departments fought the fire. Oddly enough, the fire occurred just hours after that year's Firemen's Ball.

Over the years, the department slowly began to transition from a volunteer-based organization to paid firefighters. In the 1990s, the department was annexed into the Tacoma Fire Department to offer increased services to the citizens of Fife.

Although the department has changed since it first came to be, veterans remember fondly their experiences.

"They are all still my best friends. We get together every week almost," Spane said of the men he served with. "The friendship is lasting."

Spane also said there was something special about the voluntary nature of the job.

"You weren't in it for the money," he said. "It was strictly volunteering and giving back to your community."

This year is the Fife fire department's 60th anniversary. In commemoration, the Fife History Museum has an exhibit detailing the history of the department, beginning with how it got started and continuing through the years of its existence.

"The purpose of the exhibit is first to honor the first firefighters and their wives who served the community, and second, to show...how did it start here?"

The exhibit includes memorabilia, lots of photos and a detailed timeline. Visitors can also flip through a log of all the fires that happened in the city.

The museum is located at 2820 54th Ave. E. in Fife. It is open Wednesday, Saturday and Sunday from 1-5 p.m. For more information, call (253) 896-4710. To arrange a tour at a different time, call Louise Hospenthal at (253) 896-2593.

# PROCLAMATION

A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF FIFE,  
PIERCE COUNTY, WASHINGTON PROCLAIMING AUGUST 18th, 2008  
TO BE DESIGNATED AS  
“FIFE VOLUNTEER FIREFIGHTER DAY”

*Whereas*, in commemoration of the 60<sup>th</sup> anniversary of the very first Fife Fire Department, the City of Fife acknowledges the many volunteers from Fife who served their community in this capacity; and

*Whereas*, with heartfelt thanks and our utmost respect, we recognize the volunteers who made extraordinary sacrifices on our behalf and their willingness to provide courageous service faithfully and without monetary compensation; and

*Whereas*, the Fife History Museum has an exhibit showcasing the Fife Volunteer Firefighters and an Open House will be held in their honor on Monday, August 18<sup>th</sup> from 6-8pm

*Now Therefore Be it Resolved*, the City of Fife does hereby proclaim August 18, 2008 as “Fife Volunteer Firefighter Day”.

Approved by the Mayor on the twelfth day of August, 2008.

---

Barry D. Johnson, Mayor

**Memorandum**

For Meeting of August 12, 2008

**TO:** Mayor and City Council  
**THROUGH:** Steve Worthington, City Manager  
**FROM:** Laurel Potter, City Marketing Coordinator  
**SUBJECT:** 2008 Fife Harvest Festival

**REPORT IN BRIEF:** A sneak preview at all the 2008 Fife Harvest Festival Activities

**BACKGROUND:** The 2008 Fife Harvest Festival will take place on Saturday, October 4<sup>th</sup> at Dacca Park. All day events include vendors, food, Council Corn on the Cob, mini-train rides, face painting, arts & crafts, U-Fish Pond, bouncy toys, Kids Korner, strolling magicians and clowns, and kids tractor pulls. The day will begin with the first annual Fun Run at 8:00 a.m., followed by a pancake feed and parade. The day will cap off with a Chili Feed and Cook-Off, a full line-up of entertainment at the Performing Arts Center, and fire dancers and fireworks. The event is FREE! Our top sponsor is Fife Flowers & Gifts.

**DISCUSSION:** None

**ATTACHMENTS:** None

**FISCAL IMPACT:** None

**ALTERNATIVE COURSE OF ACTION:** None

**RECOMMENDATION:** None



Laurel Potter, Marketing Coordinator



Steve Worthington, City Manager

August 08, 2008

**MEMORANDUM  
For Meeting of August 12, 2008**

TO: Mayor Johnson and Fife Councilmembers  
THROUGH: Steve Worthington, City Manager  
FROM: B. Blackburn, Chief of Police  
SUBJECT: Special Presentation (National Night Out 2008)

***REPORT IN BRIEF:***

Officer Paula Schwan will be making a brief presentation and recap to the Council regarding the City of Fife's National Night Out Celebration.

National Night Out 2008 was a great success and was well attended this year.



Brad Blackburn  
Chief of Police

Approved for Agenda:  
Steve Worthington, City Manager

August 5, 2008

**MEMORANDUM  
For Meeting of August 12, 2008**

TO: Mayor and Council Members  
THROUGH: Steve Worthington, City Manager  
FROM: Jim Reinbold, Assistant City Manager  
SUBJECT: Special Presentation – Wellness Award

**REPORT IN BRIEF:** The City has been recognized by AWC for the past two years as a Well City Award recipient.

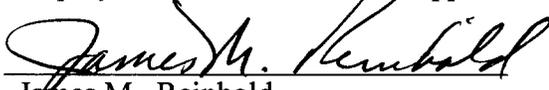
**BACKGROUND:** The City of Fife established a Wellness Committee several years ago with the blessing of the City Manager and City Council. That committee has been extremely active in providing wellness activities and programs to the employees of the City.

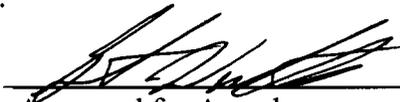
**DISCUSSION:** The Wellness Committee has been committed to providing various programs for the betterment of employee health thus keeping health care costs lower. In 2007 for which we received the second award, some of the activities and programs were – Dragon Boating, Health Check Plus by AWC, newsletters, Wednesday noon walks, healthy cooking potluck at City, sharing of healthy recipes, American Heart Association program, just to name a few. Stefanie McCauley (Human Resources Coordinator), chaired the committee with Colin Brooks (Parks and Recreation) serving as vice chair. Other members of the committee were or are Cortina Teja (Civil Service), Kory Edwards (former Council Member), Art Gregg (Public Works), Rachel Hansen (Community Development), Deborah Cantlin (Finance), Helen Ware (Finance), Sheri Van Veldhouse (Police Department), and Lindsey Wilt (Court). These employees dedicated themselves to achieving a healthy atmosphere at the City and a goal of receiving the AWC Well City Award for a second year in a row. They have accomplished both. Now on to next year.

**FISCAL IMPACT:** Budget of \$2000

**ALTERNATIVE COURSES OF ACTION:** None

**RECOMMENDATIONS:** Mayor to receive the AWC Well City Award from either Stefanie McCauley or Kory Edwards and Mayor recognize the members of the City Wellness Committee that earned this award with the assistance of all participating employees with certificates of Appreciation.

  
James M. Reinbold  
Assistant City Manager

  
Approved for Agenda:  
Steve Worthington, City Manager



CITY OF FIFE  
CITY MANAGER  
APR 07 2008

1076 Franklin Street SE • Olympia, WA 98501-1346  
360-753-4137 • Toll Free: 1-800-562-8981 • Fax: 360-753-0149 • Insurance Services Fax: 360-753-0148

www.awcnet.org

March 25, 2008

Stefanie McCauley  
City of Fife  
5411- 23rd Street East  
Fife, WA 98424

## Congratulations on your AWC WellCity Award!

Greetings Stefanie:

It is our pleasure to announce the City of Fife as being one of 28 cities and towns in Washington State who have *earned* the 2008 AWC WellCity Award in recognition of its outstanding efforts in employee health promotion.

Earning the award signifies your city has built a results-oriented wellness program positively impacting employees' health which in turn benefits the city and your community. To create and run a successful program requires support from many areas, as well as dedicated time, determination, education and creativity. The on-going efforts may assist in lowering or controlling health care costs for your city as well as contributing to the vital health and well-being of your employees.

*Listed here are ways Fife will be recognized throughout the year:*

- Announcement of winners at the Employee Health Academy
- Slide Shows at AWC events using event photos submitted by your city
- Press releases for your city to present to your local media
- Static-cling window decals to display in buildings or vehicles
- Certificates for your city's Wellness Committee
- Certificate & Letter of recognition from the National League of Cities
- Article in the *Nation's Cities Weekly* about the group of award winning cities & towns
- Winners posted on the AWC Wellness website
- Placement in the 2008 AWC WellCity Award Brochure; distributed at various AWC events
- Poster display (*participation is optional-see attached flyer*)
- WellCity Plaque awarded to the city during the AWC Annual Conference

Thank you Stefanie, for the *exceptional efforts and contributions by the City of Fife* in building and maintaining an extraordinary and well-respected program.

Sincerely,

Julie McDowell  
Health Promotion Coordinator

cc: Mayor Barry Johnson  
Steve Worthington, City Manager  
2008 AWC WellCity File

June 2008

For more information contact:  
Julie McDowell, AWC, 360-753-4137

### **City of Fife Receives Well City Award**

*Yakima* – The City of Fife was honored as a WellCity by the Association of Washington Cities (AWC).

Fife was one of 28 Washington cities and towns that received recognition for its workplace wellness program at the Association's Annual Conference.

The AWC WellCity Award recognizes cities and towns that achieve a standard of excellence in employee health promotion. An AWC WellCity must meet a wide range of required criteria to receive the award.

“The growing gap between city revenues and increasing costs has placed many cities in a financial vise,” says Stan Finkelstein, AWC Executive Director.

“From 1998 to 2008, health care costs have risen by 201% within the AWC Trust programs. Industry trend revealed similar, if not higher, increases with an overall rate of medical inflation at 4 times the rate of general inflation. Today more than 200 Washington cities offer worksite wellness programs to help control the direct and indirect costs of poor health.” says Finkelstein.

Founded in 1934 and celebrating its 75<sup>th</sup> anniversary this year, the Association of Washington Cities is a private, non-profit, non-partisan corporation that provides legislative representation, educational training, communications, municipal liability insurance, health insurance and other services to Washington's cities and towns.

Membership is voluntary; however, AWC consistently maintains 100% participation from Washington's 281 cities and towns. AWC's Employee Benefit Trust provides health benefits to over 16,000 city employees in Washington.

**MEMORANDUM**  
**For meeting of August 12, 2008**

8a

**TO:** Honorable Mayor and City Council  
**FROM:** Chris Pasinetti, Planner I; Carl Durham, Community Development Director  
**THROUGH:** Steve Worthington, City Manager  
**SUBJECT:** Public Hearing on Ordinance No. 1666 Development Agreement authorizing the City Manager to enter into an agreement between the City of Fife and Praxair, Inc.

**REPORT IN BRIEF:** This is a public hearing on a proposed Ordinance No. 1666, which would authorize the City Manager to execute a development agreement between the City of Fife and Praxair Inc. The Ordinance and development agreement are in the "Ordinances and Resolutions" section of tonight's agenda. This Ordinance and development agreement complete the requirements under FMC 19.68.020(c)(7)(e) to allow construction of an air separation column within the Industrial (I) zone.

**BACKGROUND:** Praxair approached the City with a proposed development of a new air separation column in December of 2007. The column would be 215 feet tall which required an amendment to the FMC. The FMC was amended with Ordinance No. 1668 (attachment 1) which established conditions that would be required in order to construct an air separation column. FMC 19.68.020(c)(7) as part of constructing an air separation column would need a development agreement.

**19.68.110 Development agreement.**

A. City Council Authority. The city council is hereby authorized to conduct a public hearing for the consideration of development agreements subject to RCW 36.70B.170 through 36.70B.200. The city council is hereby authorized to approve, approve with conditions or deny a proposed development agreement.

B. Application. Development agreement applications must be submitted on forms provided by the director. The director may require any additional information necessary in order for the city to adequately review the proposed agreement.

C. Required Findings. In addition to any required findings for the underlying action, the city council must be able to find that a development agreement;

1. Bears a substantial relationship to the public health, safety, morals, and welfare;
2. Is consistent with the city's development regulations; and
3. Is consistent with the city's comprehensive plan. (Ord. 1317 § 3, 1998).

**DISCUSSION:** The Development Agreement has been in development with the City Attorney's office, Praxair, and City Staff. This agreement governs the development of the Praxair site for the air separation column. Street improvements, landscaping and the Native Growth Protection Easement are all within the development agreement.

**ATTACHMENTS:**

Attachment 1: Ordinance 1668 amending FMC 19.68.020(c) to include air separation columns

Attachment 2: Photo of the site including a DRAFT site plan.

**STAFF RECOMMENDATION:** Open the Public hearing regarding Ordinance 1666 authorizing the City Manager to enter into a Development Agreement between the City of Fife and Praxair, Inc.

**RECOMMENDATION:** I move that the City Council open the Public Hearing for Ordinance 1666 authorizing the City Manager to enter into a Development Agreement between the City of Fife and Praxair, Inc.



Carl Durham  
Community Development Director



Approved for Agenda:  
Steve Worthington, City Manager

CITY OF FIFE, WASHINGTON

ORDINANCE NO. 1668

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON, AMENDING SUBSECTION 19.68.020(C) OF THE FIFE MUNICIPAL CODE TO ALLOW A HEIGHT EXCEPTION FOR AIR SEPARATION COLUMNS IN INDUSTRIAL DISTRICT**

WHEREAS, the Fife zoning code currently limits air separation columns in the industrial district to sixty feet; and

WHEREAS, it is appropriate to amend the Fife zoning code to allow air separation columns of increased height in the industrial district under certain circumstances; and

WHEREAS, the Fife Planning Commission held a public meeting on March 17, 2008, regarding the proposed amendment and has recommended that the amendment be adopted; and

WHEREAS, the City Council conducted a public hearing on the proposed amendment on April 8, 2008; and

WHEREAS, the Fife City Council finds that the proposed amendment is consistent and compatible with the goals and policies of the comprehensive plan and will promote public health, safety and general welfare; now, therefore,

THE CITY COUNCIL OF THE CITY OF FIFE, WASHINGTON  
DO ORDAIN AS FOLLOWS:

Section 1. Subsection 19.68.020(C) of the Fife Municipal Code is amended to read as follows:

C. Height Exceptions to the Applicable Zoning District Limit. Height exceptions shall be limited to the minimum necessary for the intended use.

1. For the SFR and SLR districts, the following structures may be erected up to 10 feet above the applicable zoning district's height limit: chimney, skylight, widow's walk or other similar item.

2. For all zoning districts other than the SFR and SLR districts the following structures may be erected up to 15 feet above the applicable zoning district's height limit: attached WCF, elevator housing or screening, fire parapet wall, chimney, skylight, stairway, ventilating fan,

widow's walk or other similar item required for building operation or maintenance.

3. A steeple or spire on a religious building may be erected to a height of 55 feet.

4. A necessary silo or similar unoccupied structure as an accessory to a principal use structure may be erected to a height of 50 feet in the industrial district.

5. A residential amateur or citizen band antenna array and support structure may be erected up to the minimum height necessary for reception purposes. If a resident proposes a height greater than 45 feet, the city shall require that the applicant submit certification from a qualified and licensed engineer that the proposed height is the minimum necessary for reception purposes. For a proposed height greater than 55 feet, the city shall, at the applicant's expense, hire a qualified and licensed engineer to review the applicant's submittal.

6. A public or quasi-public utility pole or structure may be erected to a height necessary for proper use. For proposed structures above 45 feet, the city shall require that the applicant submit certification from a qualified and licensed engineer that the proposed height is the minimum necessary for utility purposes. For a proposed height greater than 55 feet, the city shall, at the applicant's expense, hire a qualified and licensed engineer to review the applicant's submittal.

7. Air separation columns may be erected to a height of 240 feet in the industrial district if all of the following conditions are met:

a. The column will not be within 1500 feet of any Community Commercial and residential zone in the City of Fife, or any other residential zone in surrounding jurisdictions unless separated by the Puyallup River as an intervening feature.

b. The column shall accommodate co-location of emergency management antenna and appurtenant equipment;

c. The projected additional City revenues generated by the development exceed the projected cost of providing City services for the development;

d. In addition to any other landscaping/open space requirements applicable to the development, the site shall include an additional 1210 square feet of landscaping/open space for every 10 feet of column height over 60 feet; and

e. The column is approved as part of a Development Agreement per FMC 19.68.110.

8. WCF Height Limit Exceptions. See Chapter 19.72 FMC.

9. See height exception overlay in FMC 19.68.090.

Section 2. Each and every provision of this Ordinance shall be deemed severable. In the event that any portion of this Ordinance is determined by final order of a court of competent jurisdiction to be void or unenforceable, such determination shall not affect the validity of the remaining provisions thereof provided the intent of this Ordinance can still be furthered without the invalid provision.

Section 3. This Ordinance shall be in full force and effect five (5) days after publication as required by law. A summary of this Ordinance may be published in lieu of the entire Ordinance, as authorized by State law.

Introduced the 8<sup>th</sup> day of April, 2008.

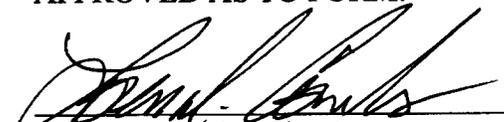
Passed by the City Council on the 22<sup>nd</sup> day of April, 2008.

  
Steve Worthington, City Manager

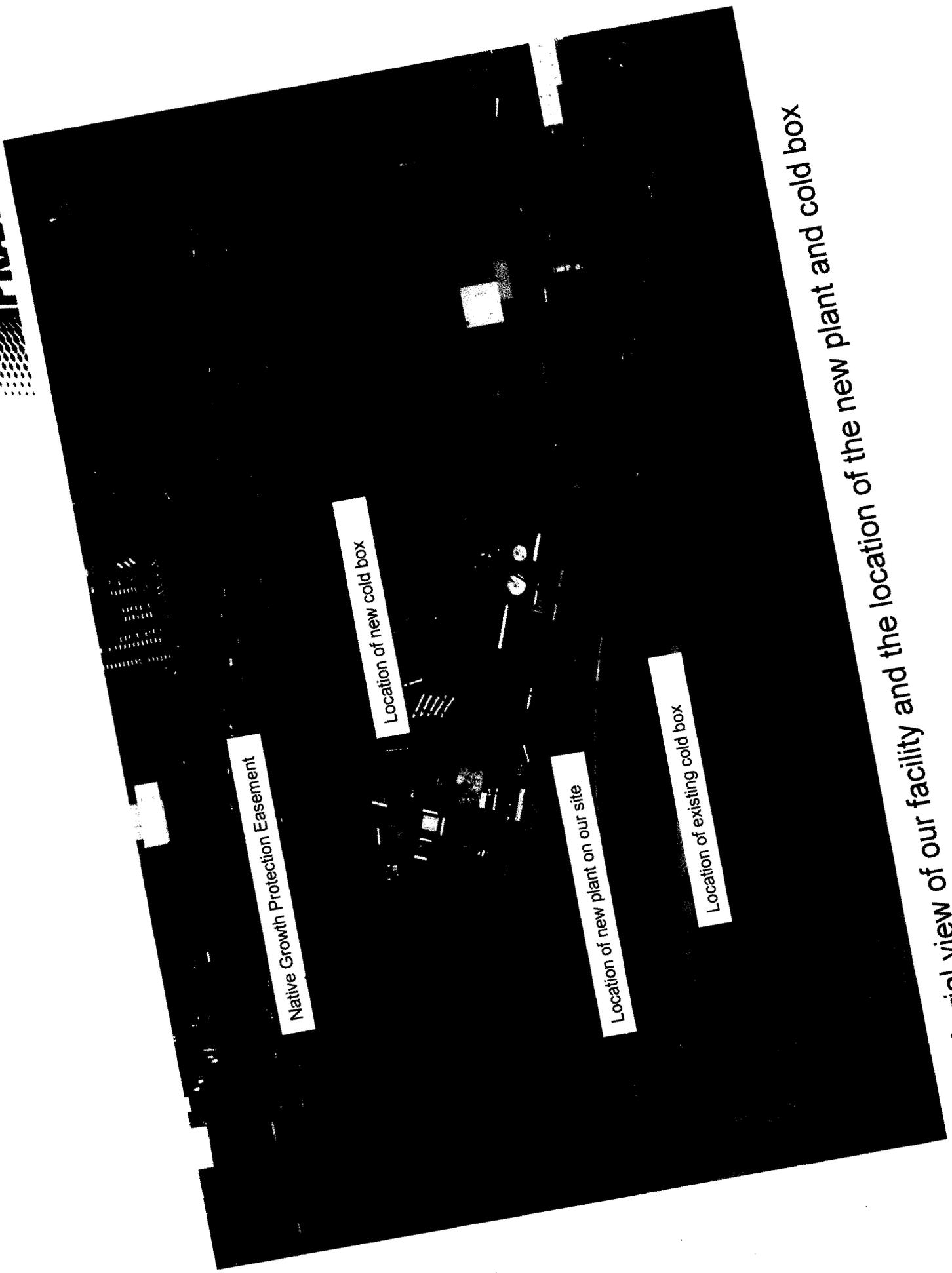
ATTEST:

  
Steve Marcotte, City Clerk/Treasurer

APPROVED AS TO FORM:

  
Loren D. Combs, City Attorney

Published: 4/25/08  
Effective Date: 4/30/08, 2008



Aerial view of our facility and the location of the new plant and cold box

**MEMORANDUM**  
**For Meeting of August 12, 2008**

TO: Mayor and Council Members  
 THROUGH: Steve Worthington  
 FROM: Russ Blount  
 SUBJECT: **Public Hearing** – Potential Declaration of Surplus and Sale of Parcel 0320024091

**REPORT IN BRIEF:** Review Parcel 0320024091 history and use; receive public comment regarding the City's potential sale and disposition of the property.

**BACKGROUND:** The hearing was scheduled in response to a request from HANA HOU WAILEA LLC, owner of parcel 0320111063, which is the site of Freddie's Casino. For a number of years, the various owners of parcel 0320111063 have leased a portion of the City's parcel 0320024091 and have used the leased portion of the City's parcel for their business sign and for overflow parking. During negotiations for lease extension, the current owner asked the City to consider selling the property.

The City's property is a strip of land only 20 feet wide. It is not suitable for independent development, so the only feasible sale is to the adjoining property owners. As such, the City is required by city ordinance to proceed with the sale in the same manner as for the sale of surplus street right-of-way.

**ATTACHMENTS:** Draft Ordinance, map.

**DISCUSSION:** Staff has determined that the City of Fife has no long-term need to retain ownership of the property, except for easements for existing utilities and access. The Council may decide to either keep the property or to declare it surplus. If it declares the property surplus, it may only offer it for sale to the adjoining property owners. If either property owner declines to buy the portion in front of his holdings, the City may either sell a portion and retain a portion or sell the entirety of parcel 0320024091 to whichever property owner wants to buy the property.

**FISCAL IMPACT:** The property has been appraised at approximately \$3.37 per square foot, with the relatively low value attributed to its substandard size and utility encumbrances. The total value of the property was appraised at \$22,250.00, with \$10,113.64 of the value for the portion in front of the HANA HOU WAILEA LLC property and \$12,136.36 of the value for portion in front of Darshan S & Kaur Manjit Randhawa's property, on which the Randhawas operate a Travelodge motel.

**ALTERNATIVE COURSES OF ACTION:**

1. Receive comments, close the hearing, and then proceed directly to consider adopting Ordinance ----.
2. Receive comments, close the hearing, and then direct staff to assemble additional information prior to consideration of adoption of Ordinance 1678.
3. Continue the hearing to a future date.

**RECOMMENDATIONS:** Receive comments, close the hearing, and then proceed directly to consider adopting Ordinance 1678.

**SUGGESTED MOTION:** None required.



Russ Blount  
 Public Works Director

Approved for Agenda



Steve Worthington  
 City Manager

CITY OF FIFE, WASHINGTON

ORDINANCE NO. 1678

**AN ORDINANCE OF THE CITY COUNCIL OF THE  
CITY OF FIFE, PIERCE COUNTY, WASHINGTON,  
DECLARING SURPLUS PARCEL NO. 0320024091  
AND AUTHORIZING ITS SALE TO THE ABUTTING  
PROPERTY OWNERS**

WHEREAS, the City of Fife received a request to sell tax parcel no. 0320024091; and

WHEREAS, upon proper notice, a public hearing was held before the City Council on August 12, 2008; now therefore,

THE CITY COUNCIL OF THE CITY OF FIFE, WASHINGTON  
DO ORDAIN AS FOLLOWS:

Section 1. The City Council finds as follows:

- a. The property commonly known as tax parcel no. 0320024091 and identified in Exhibit A attached hereto (the "Property") does not qualify as a buildable lot under the City zoning code due to its size and shape.
- b. No portion of the Property abuts a body of water.
- c. The Property is not useful for City purposes and it appears to the City Council that it is for the best interests of the City and the people thereof that the Property be sold.

Section 2. The property commonly known as tax parcel no. 0320024091 and identified in Exhibit A attached hereto shall be sold without further action by the City Council upon satisfaction of the conditions set forth in Section 3 below.

Section 3. This sale is subject to the following conditions and shall not be effective until such conditions are satisfied:

- a. The owners of property abutting upon parcel no. 0320024091 shall pay the City the sum of \$22,250.00, which amount is the full fair appraised value of the Property. Each abutting property owner shall pay its pro-rata share.

b. The City Manager executes a quitclaim deed to the abutting property owners. Conveyance of the property shall be subject to all existing easements, encumbrances and access rights, whether of record or prescriptive.

Section 4. Each and every provision of this Ordinance shall be deemed severable. In the event that any portion of this Ordinance is determined by final order of a court of competent jurisdiction to be void or unenforceable, such determination shall not affect the validity of the remaining provisions thereof provided the intent of this Ordinance can still be furthered without the invalid provision.

Section 5. This Ordinance shall be in full force and effect five (5) days after publication as required by law, with the vacation being effective upon the satisfaction of the conditions set forth in Section 3. A summary of this Ordinance may be published in lieu of the entire Ordinance, as authorized by State law.

Introduced the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Passed by the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Steve Worthington, City Manager

ATTEST:

\_\_\_\_\_  
Steve Marcotte, City Clerk/Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
Loren D. Combs, City Attorney

Published: \_\_\_\_\_  
Effective Date: \_\_\_\_\_, 2008

**MEMORANDUM**  
**For Meeting of August 12, 2008**

TO: Mayor and Council Members  
THROUGH: Steve Worthington  
FROM: Russ Blount  
SUBJECT: **Public Hearing** – Potential Declaration of Surplus and Sale of Parcel 0320024091

**REPORT IN BRIEF:** Review Parcel 0320024091 history and use; receive public comment regarding the City's potential sale and disposition of the property.

**BACKGROUND:** The hearing was scheduled in response to a request from HANA HOU WAILEA LLC, owner of parcel 0320111063, which is the site of Freddie's Casino. For a number of years, the various owners of parcel 0320111063 have leased a portion of the City's parcel 0320024091 and have used the leased portion of the City's parcel for their business sign and for overflow parking. During negotiations for lease extension, the current owner asked the City to consider selling the property.

The City's property is a strip of land only 20 feet wide. It is not suitable for independent development, so the only feasible sale is to the adjoining property owners. As such, the City is required by city ordinance to proceed with the sale in the same manner as for the sale of surplus street right-of-way.

**ATTACHMENTS:** Draft Ordinance, map.

**DISCUSSION:** Staff has determined that the City of Fife has no long-term need to retain ownership of the property, except for easements for existing utilities and access. The Council may decide to either keep the property or to declare it surplus. If it declares the property surplus, it may only offer it for sale to the adjoining property owners. If either property owner declines to buy the portion in front of his holdings, the City may either sell a portion and retain a portion or sell the entirety of parcel 0320024091 to whichever property owner wants to buy the property.

**FISCAL IMPACT:** The property has been appraised at approximately \$3.37 per square foot, with the relatively low value attributed to its substandard size and utility encumbrances. The total value of the property was appraised at \$22,250.00, with \$10,113.64 of the value for the portion in front of the HANA HOU WAILEA LLC property and \$12,136.36 of the value for portion in front of Darshan S & Kaur Manjit Randhawa's property, on which the Randhawas operate a Travelodge motel.

**ALTERNATIVE COURSES OF ACTION:**

1. Receive comments, close the hearing, and then proceed directly to consider adopting Ordinance ----.
2. Receive comments, close the hearing, and then direct staff to assemble additional information prior to consideration of adoption of Ordinance 1678.
3. Continue the hearing to a future date.

**RECOMMENDATIONS:** Receive comments, close the hearing, and then proceed directly to consider adopting Ordinance 1678.

**SUGGESTED MOTION:** None required.

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Russ Blount  
Public Works Director

Approved for Agenda

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Steve Worthington  
City Manager



CITY OF FIFE

ADJOINING PROPERTY MAP  
POTENTIAL SURPLUS AND SALE  
PARCEL 0320024091



*This map features aerial photography and is not intended to provide an indication of legal boundaries. Additional areas that have not been surveyed may be present. This is not a survey. The City of Fife and its staff are not liable for any errors or omissions in this map. The City of Fife is not responsible for any errors or omissions in this map. The City of Fife is not responsible for any errors or omissions in this map.*

**MEMORANDUM**  
**For Meeting of August 12, 2008**

**TO:** Honorable Mayor and City Council  
**THROUGH:** Steve Worthington, City Manager; Carl Durham, Community Development Director  
**FROM:** Chris Pasinetti, Planner 1  
**SUBJECT:** Ordinance No. 1666; authorizing the City Manager to enter into a Development Agreement between the City of Fife and Praxair, Inc.

**REPORT IN BRIEF:** Earlier in tonight's agenda, a public hearing was held on Ordinance 1666 authorizing the City Manager to enter into a Development Agreement between the City of Fife and Praxair, Inc.

**ALTERNATIVE COURSES OF ACTION:**

1. To give first reading Ordinance No. 1666.
2. To give first reading Ordinance No.1666 with some additional provision(s).
3. To waive first reading and adopt Ordinance No. 1666.
4. To not give first reading to Ordinance No.1666.

**STAFF RECOMMENDATION:** Give first reading to Ordinance No. 1666, authorizing the City Manager to enter into a Development Agreement between the City of Fife and Praxair, Inc.

**SUGGESTED MOTION:** I move the City Council give first reading to Ordinance No. 1666.



Carl Durham  
Community Development Director



Approved for Agenda:  
Steve Worthington, City Manager

CITY OF FIFE, WASHINGTON

ORDINANCE NO. 1666

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH PRAXAIR INC., TO GOVERN THE DEVELOPMENT OF THE PROPERTY KNOWN AS PIERCE COUNTY ASSESSOR'S TAX PARCEL NO. 0320112035**

WHEREAS, Praxair Inc., a Delaware corporation is the owner ("Owner") of the following Pierce County Assessor's tax parcel: 0320112035 ("Property"); and

WHEREAS, on May 13, 2008 the Owner submitted a complete application for a Development Agreement for the Property; and

WHEREAS, the Planning Commission reviewed the Development Agreement at a public meeting on May 19, 2008 but made no recommendation; and

WHEREAS, this Development Agreement is authorized by RCW 36.70B.170-190, and Fife Municipal Code Sections 19.68.020(C) and 19.68.110, and is intended to set forth the uses that will be permitted on the Property, the development standards that will apply to the Property, the period of time within which the Property may be developed, and the method and manner in which it may be developed; and

WHEREAS, on July 22, 2008, the City Council held a public hearing on the proposed Development Agreement; now, therefore,

THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON DO ORDAIN AS FOLLOWS:

Section 1. The Council makes the following Findings and Conclusions:

1. The use is permitted within the Industrial zone.
2. The air separation column will not be within 1500 feet of any Community Commercial and residential zone in the City of Fife, or any other residential zone in surrounding jurisdictions not separated by the Puyallup River as an intervening feature.
3. The air separation column will accommodate co-location of emergency management antenna and appurtenant equipment.

4. The projected additional City revenues generated by the development exceed the projected cost of providing City services for the development.

5. The site development will include the additional landscaping/open space as required by FMC 19.68.020(C)(7)(d).

6. The Development Agreement bears a substantial relationship to the public health, safety, morals and welfare.

7. The Development Agreement is consistent with the City's development regulations and the City's comprehensive plan.

Section 2. The City Council hereby approves the Development Agreement attached hereto as Attachment 1.

Section 3. The City Council hereby authorizes the City Manager to execute on behalf of the City the Development Agreement attached hereto as Attachment 1.

Section 4. This Ordinance shall be in full force and effect five (5) days after publication as required by law. A summary of this Ordinance may be published in lieu of the entire Ordinance, as authorized by State law.

Introduced the 12<sup>nd</sup> day of August, 2008.

Passed by the City Council on the \_\_\_ day of August, 2008.

\_\_\_\_\_  
Steve Worthington, City Manager

ATTEST:

\_\_\_\_\_  
Steve Marcotte, City Clerk/Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
Loren D. Combs, City Attorney

**DEVELOPMENT AGREEMENT**  
**between**  
**CITY OF FIFE**  
**and**  
**PRAXAIR, INC.**

1. **Date and Parties.**

1.1 This Agreement, for reference purposes, is dated the \_\_\_ day of \_\_\_\_\_, 2008, and is entered into by and between CITY OF FIFE, a Washington municipal corporation, and **PRAXAIR, INC., a Delaware corporation** (“Praxair”).

2. **Definitions.**

2.1 When used in this document, unless the context clearly indicates otherwise, the following words, when capitalized, shall be defined as set forth in this paragraph.

2.1.1 "Agreement" means this document, entitled Development Agreement.

2.1.2 "Agreement Date" means the date set forth in paragraph 1.1 above.

2.1.3 "City" means the City of Fife.

2.1.4 “Communication Antennae” shall mean one or more antennae, and their related equipment, used for the sole purpose of allowing communication by and/or between City of Fife personnel and/or equipment, and other governmental agencies and emergency responders.

2.1.5 “Construction Standards” means the City adopted regulations governing construction standards and specifications, such as, but not limited to, the International Building Code, Uniform Plumbing Code, National Electric Code, the Uniform Fire Code, the Uniform Code for the Abatement of Dangerous Buildings, and such other codes adopted by the City, with or without amendment

2.1.6 “Development Standards” means the development requirements set forth in this Agreement, the SEPA conditions, and all of the regulations duly adopted by the City, either as a part of the Fife Municipal Code, or adopted therein by reference, and any administrative regulations duly adopted by the City, that relate to the use, alteration or development of real property within the City. (Also see Vested Development Standards, section 2.1.13). Development Standards does not include Construction Standards.

2.1.7 “Easement”, “Native Growth Protective Easement”, or “NGPE” shall

mean the easement to be conveyed to the City on the real property described in Exhibit C which shall restrict the future use of that property to the preservation and enhancement of native trees, ground cover and habitat, the details of which are more fully set forth in Agreement paragraph 6.

2.1.8 "Easement Area" shall mean the area within the Easement.

2.1.9 "Owner" means the fee simple title holder and any others having an ownership interest in the Property, and their successors and assigns.

2.1.10 "Party" shall mean any of the entities listed in paragraph 1.1.

2.1.11 "Property" means the real property located within the City, Pierce County assigned Pierce County Assessor's tax parcel number 0320112035, and legally described as set forth in Exhibit A, attached hereto and incorporated herein by reference.

2.1.12 "Site Plan" is the document showing the proposed building layout for development on the Property, and is attached hereto as Exhibit B, and by this reference incorporated herein.

2.1.13 "Vesting Date" means the Agreement Date.

2.1.14 "Vested Development Standards" shall mean the Development Standards in effect on the Vesting Date.

### 3. **General Recitals**

3.1 The City is an entity with land use and regulatory authority over the Property.

3.2 The Owner owns the Property.

3.3 On May 13, 2008 the Owner submitted a complete application for a Development Agreement for the Property based on the Site Plan. The Owner intends to construct and operate a facility that includes an air separation column, the height of which, pursuant to Fife Municipal Code section 19.68.020(C) requires the City and the Owner to enter into a development agreement.

3.4 This Agreement is a development agreement, as authorized by RCW 36.70B.170-190, and Fife Municipal Code Section 19.68.110, and is intended to set forth the uses that will be permitted on the Property, the development standards that will apply to the Property, the period of time within which the Site Plan may be implemented, and the method and manner in which it may be developed.

4. **Development Standards**

4.1 The Property shall be developed in accordance with the Development Standards. The provisions of the Agreement and the Development Standards otherwise adopted by the City shall be read in a manner so that, if at all possible, they are consistent and complementary. However, in case there is a conflict between the provisions of this Agreement, and any other Development Standard, the controlling document shall be in the following order of priority, with the 1<sup>st</sup> document listed being the highest and the last document listed the lowest: 1) the Agreement Text; 2) the MDNS conditions; 3) the Agreement Exhibits; and 4) any other Development Standard; except as to these specific modifications:

4.1.1 MDNS conditions 1 is superseded by Agreement Paragraph 4.5

4.1.2 The need for the right of way referenced in MDNS condition 2 has been superseded by Paragraph 4.5.

4.1.3 MDNS condition 3, as it relates to the number of street lights, is superseded by the number of street lights illustrated in Agreement Exhibit D.

4.1.4 MDNS condition 4 is superseded by this Agreement as no undergrounding is required since there are no overhead utilities affected by the development.

4.1.5 MDNS condition 29 is superseded by Agreement paragraph 4.5.8.

4.1.6 MDNS condition 30 is modified to refer only to the provisions of the Agreement.

4.2 The Development Standards set forth in this section shall apply to all of the developed Property, regardless of the underlying zone, unless a contrary intent is clearly expressed elsewhere in this Agreement.

4.3 The Site Plan shall serve as a conceptual layout of the development that the City Council and the Owner agree is the basis of the Agreement. The development of the Property shall occur consistent with the Site Plan and the Agreement provisions.

4.4 The Site Plan shall be implemented in accordance with the Development Standards in effect on the Agreement Date, except as modified either by this Agreement, or by the City Council in accordance with the provisions of paragraph 4.7.

4.5 The following improvements, as illustrated on Exhibit D, are the requirements as to the frontage and offsite improvements associated with the proposed project, and apply in lieu of the Development Standards:

4.5.1 Praxair will install a new 5-foot wide concrete pedestrian sidewalk from east side of the main entrance road shown on Exhibit B between lines E4400 and E4500 extending east to connect to the existing sidewalk located approximately 300 feet to the east of the property boundary on 20<sup>th</sup> Street East. The sidewalk will be separated from the roadway by a 5-foot buffer area and the sidewalk will meander around existing features such as telephone poles, required streetlights, and fire hydrants, but shall at no point be less than 5 feet from the paved road surface. One of the reasons for the meandering sidewalk is to minimize, or if possible eliminate, the need to modify, relocate or pipe the existing drainage ditch adjacent to the right of way and to accommodate the standard size cobra head streetlights.

4.5.2 Praxair will install a new two-way left-turn lane on 20<sup>th</sup> Street Drive East in order to accommodate truck turning movements into the two entrances shown on Exhibit B between lines E4300 and E4500. The normal stacking distance for trucks is at least 120 feet. These two entrances are only 104 feet apart. However, given that the two entrances have been existence for at least 30 years without any motor vehicle accidents related to turning movements, and the entrance located between Exhibit B lines E4300 and E4400 will have no more than 5 truck trips per day, the gates will not have to be relocated. The roadway will be widened as necessary to install the turn lane and, to the extent practical within the available right-of-way, the widening shall be on the south side of the roadway.

4.5.3 Stormwater quality measures need only be provided for the additional asphalt pavement, and this shall be accomplished by a stormwater management filter system. Stormwater quantity control for the new impervious surface created by the two-way left-turn will be addressed by excavating a new ditch area to increase the storage volume of the existing ditch. Minimal filling or regrading of the existing ditches is anticipated in order to accommodate the required new improvements. The intent is to minimize filling in the flood plain. Compensatory storage shall be provided for any filling. The City will allow compensatory storage credit for increased storage resulting from Praxair removing a culvert and associated fill material from the Erdahl Ditch.

4.5.4 No additional frontage or off-site road, sidewalk or utility improvements are required. To the best of the City's knowledge, no existing utilities will need to be moved, except for potentially one fire hydrant that has previously been dicussed with Praxair. However, if any of the required improvements do conflict with existing utilities, then the conflicting utility will need to be moved to accommodate the required improvement.

4.5.5 The interim access west of the Helium operation shown on the Site Plan will only be used during construction activities related to implementation of the Site Plan.

4.5.6 In lieu of constructing the bike lane, Praxair will dedicate, at the time of issuance of the building permit for the air separation column, the necessary right of way for the construction of the bike lane by the City at a future date. The City has sufficient right of way on

the east side of the Property, so the dedication shall only be for five feet of right of way along the western portion of the northern boundary of Parcel B as illustrated in Exhibit D. For purposes of calculating lot area and lot dimension for zoning code compliance purposes, including setbacks, Parcel B shall be considered the same dimension that existed prior to the dedication, and all measurements for such purposes shall be calculated from the lot boundary prior to the dedication.

4.5.7 Street lights shall be cobra head and designed and installed in accordance with Fife Municipal Code section 12.20.090. The city will be responsible for operation and maintenance of the lights, once accepted by the City.

4.5.8 Praxair shall provide a landscape plan and comply with the landscape requirements as set forth in Fife Municipal Code chapter 19.64, with the following modifications: 1) in lieu of street trees, Praxair shall, prior to the issuance of any permit, pay to the City \$15,000 which shall be used for the planting and maintenance of trees in a City park. 2) required perimeter landscaping may be located in the buffer area, where appropriate and not a public health or safety risk, if additional space is needed adjacent to the perimeter fence for security purposes; 3) low growing shrubs shall be used for perimeter landscaping ; and 4) no interior landscaping shall be required, as, in lieu of interior landscaping the Native Growth Protection Easement has been expanded to include additional square footage that equals the number of square feet required by the City Code for interior landscaping.

4.5.9 The 2005 Washington State Department of Ecology Stormwater Manual shall apply. Low Impact Development alternatives are encouraged and will be supported by the City staff and will be approved at the staff level.

4.6 Minor amendments to the Site Plan may be approved administratively by the City Manager without an amendment to the Development Agreement. Minor amendments are any changes to the shapes and locations of buildings and/or drive aisles, or decreases to the size of buildings or equipment, so long as the performance criteria set forth in Agreement paragraph 4.5 are met. In order to issue such a minor amendment the City Manager must determine that the amendment is consistent with the intent and purpose of this Agreement and the findings set forth in the enabling Ordinance number 1668, does not adversely impact the intended purpose of this agreement, meets the underlying zoning requirements and the applicable comprehensive plan provisions, and has no adverse impact on public health, safety or welfare.

4.7 The International Building Code, International Fire Code, and related Uniform Building Construction Codes in effect at the time a complete building permit application is submitted shall be the standards applicable to the construction contemplated in that particular application.

4.8 The provisions of the Agreement notwithstanding, the City Council reserves its authority to impose new or different regulations to the extent required by a serious threat to

human health, safety, or the environment as authorized by RCW 36.70B.170.

5. **Vesting and Phasing**

5.1 The Owner shall be allowed to develop the Property in phases, with the phases being allowed to occur in such sequence as the Owner deems necessary in order to meet economic demands. Provided, however, the Owner must complete in each phase the improvements that are determined necessary by the City to adequately protect the public health and safety with regards to pedestrian and traffic circulation, emergency access, stormwater management, and utilities as it relates to the proposed phase.

5.2 Except as provided in paragraph 5, section 4.7, and paragraph 14, Owner shall have the right to develop and use the Property in accordance with the Vested Development Standards, except as otherwise provided in this Agreement or by state or federally mandated laws preempting the City's authority to vest regulations. The Property shall remain subject to all subsequent project approvals required by law or city policy to construct the improvements on the Property, including but not limited to clearing and grading permits and building permits; provided, however, that such subsequent project approvals shall be made pursuant to the Vested Development Standards.

5.3 The following regulations shall not be considered Vested Development Standards, and thus any development shall comply with these standards that are in effect at the time a complete building permit application is submitted:

5.3.1 Any parking requirements set forth in any of the following: the Americans with Disabilities Act (ADA), the State Building Code, or administrative regulations adopted pursuant to either the ADA or the State Building Code.

5.3.2 Building Construction Standards.

5.3.3 New or different officially adopted regulations of general applicability, even if in conflict with the Vested Development Standards, but only to the extent required by a serious threat to public health, safety, and welfare, as determined by the City Council, and only after notice and a meaningful opportunity to be heard has been provided to Owner.

5.3.4 Regulations which the City and Owner mutually agree, by written consent, can be applied to the Development.

5.3.5 Applicable fees in effect at such time the building permit application for a building on the Property is submitted and deemed complete by the City.

5.4 The Vested Development Standards shall apply to all uses and development activity on the Property for 10 years from the Agreement Date, subject to the provisions set forth in the Agreement. At the end of said ten year period the future use and development activity on

the Property shall be subject to the regulations duly adopted by the City, either as part of the Fife Municipal Code, or adopted therein by reference, and any administrative regulations duly adopted by the City, that relate to the use, alteration or development of real property with the City, without regard to the Agreement terms and conditions. Provided, however, if a complete building permit application is submitted prior to the end of said 10 year period, the Owner shall be allowed to construct and occupy the improvement covered by said building permit application so long as the building permit issued on said application remains in full force and effect and construction is substantially completed within 18 months of the date the City notifies the Owner that the building permit is ready to be issued.

**6. Native Growth Protection Easement**

6.1 Prior to the issuance of a building permit for the air separation column on the Property the Owner shall convey to the City a Native Growth Protection Easement over, under, across and upon the real property described in Exhibit C, subject to the following terms and conditions:

6.1.1 The Easement Area shall be left in its native state as of the date of the Agreement for the purpose of preserving and enhancing native vegetation and wildlife habitat and reducing the carbon footprint associated with the development. The Owner shall have the right to remove any tree from the Easement Area, with the City Manager's permission which will not be unreasonably withheld, if the tree is determined by the City to be a threat to public health or safety, or to the improvements on the Property. If a tree in the Easement Area presents an imminent threat to public health or safety, or to the improvements on the Property, Owner may take appropriate action immediately only after notifying the City Police Dispatch of its intended action. Any tree removal shall be done in compliance with the City's landscape code (FMC Chapter 19.64) and replacement trees provided pursuant to the provisions of FMC 19.64.140(D).

6.1.2 There shall be no right of public access. The City shall have the right to enter upon the Easement Area to conduct vegetation and habitat inventories, plantings, and removal of invasive species.

6.1.3 The City shall indemnify Owner for the City's use of Easement Area against all claims except for claims arising out of the negligent or intentional acts of the Owner, their agents, employees, or invitees.

6.2 Praxair may, in its discretion, at any time during the Agreement term, transfer the Native Growth Protection Easement to other property within the City of Fife, including land designated as wetlands, so long as the property is 2.03 acres, is in an undeveloped and uncontaminated condition, and is approved by the City, which approval will not be unreasonably withheld. The City agrees to the extinguishment of the Native Growth Protection Easement on the Exhibit C property at the time the Native Growth Protection Easement is recorded against the

substitute property.

7. **Communication Equipment on Air Separation Column.**

7.1 The specification and design of the communication antenna must be such that it will not adversely affect the operation of the air separation plant. Praxair and the City will jointly work on the design of the placement of the antenna such that the antenna can be mounted on the air separation column in such a manner that minimizes the cost to both parties. If it does not affect the operation of the air separation plant, any related appurtenant equipment necessary for the operation of the antennae may be located on the ground near the air separation column. Although there shall be no charge to the City for placing and operating the Communication Antennae on the Property, the purchase, installation, operation and maintenance of the Communication Antennae shall be solely at the City's expense.

7.2 The City shall provide the Owner with the dimensional sizing, performance and mounting specifications for the Communication Antennae as soon as available. The City and the Owner shall work cooperatively to determine the appropriate placement of the Communication Antennae in order to take into consideration the operational needs of the Owner's business, while at the same time assuring that the Communication Equipment performance and the air separation plant's performance will not be unacceptably compromised.

7.3 The City shall have the right to enter upon the Property, with prior notice to the Owner, at such times as are necessary for the placement, maintenance, operation, repair and replacement of the Communication Antennae.

7.4 The City shall indemnify Owner for the City's placement, operation and maintenance of the Communication Antennae against all claims except for claims arising out of the negligent or intentional acts of the Owner, their agents, employees, or invitees.

7.5 Owner may have access to the Communications Equipment or Communication Antennae if necessary to alleviate or eliminate a hazard to public health or safety, after 48 hours notice to the City. If the hazard is of imminent threat to the public health or safety, then the Owner shall immediately contact the Fire Police Dispatch and notify them of the emergency and the need for immediate access to the Communication Equipment or Communication Antennae so that City personnel may be dispatched to the Property. After such notification the Owner may access the Communication Equipment or Communication Antennae to the extent necessary to alleviate or eliminate the threat to the public health or safety, and then shall, within 48 hours, provide to the City a written report of the nature of the threat to the public health or safety, and the actions that the Owner took to eliminate the threat, including any changes made to the City's equipment and/or antennae.

8. **Default: Notice: Rights on Default**

8.1 No party shall be in default under this Agreement unless it has failed to perform following written notice of default from the other party. Notice of default shall allow the defaulting party a thirty (30) day period of cure or commencement of cure where thirty days is insufficient for a complete cure for the non-defaulting party. Each notice of default shall specify the nature of the alleged fault and the manner in which the default may be cured satisfactorily. A party not in default under this Agreement shall have all rights and remedies provided by law or equity, including without limitation: issuance of a stop work order, injunction, damages, action for specific performance, or to require action consistent with this Agreement. Nothing herein will operate to prevent either party from taking legal action regarding noncompliance that threatens public health, safety or welfare prior to the expiration of the thirty (30) day cure period following notice of default. No such action or proceeding will operate to automatically terminate this Agreement, nor shall it release either party from any promise or obligation herein nor shall it release either party from any liability or obligation with respect to any breach of this Agreement occurring prior to the commencement of any legal action by a party.

9. **Notices**

9.1 All notices required by this Agreement shall be deemed delivered to the respective party on the date that is it personally delivered to the address(es) set forth below, or on the date that it is successfully sent by facsimile transmission to the facsimile number(s) set forth below:

City: Steve Worthington  
City Manager  
5213 23<sup>rd</sup> St. East  
Fife, WA 98424  
Facsimile: 253-922-5255

With a copy to: Loren D. Combs  
City Attorney  
3600 Port of Tacoma Road, Suite 311  
Tacoma, WA 98424  
Facsimile: 253-922-5848

Owner: Ed Durkin  
Director of General Services  
Praxair, Inc.  
39 Old Ridgebury Road  
Danbury, CT 06810

Facsimile: 203-837-2549

With a copy to:

Law Department  
Praxair, Inc.  
39 Old Ridgebury Road  
Danbury, CT 06810  
Facsimile: 203-837-2545

10. **Assignment: Covenant to Run With the Land.**

10.1 The rights, obligations, conditions and interests under this Agreement shall run with the land and shall inure to the benefit of and be binding upon the Owner and his successors and assigns. The Owner shall have the right to convey, assign, apportion or otherwise transfer any and all of its rights, obligations, conditions, and interests under this Agreement. Within thirty (30) days of the effective date of Owner's conveyance, assignment, apportionment, or other transfer of its rights under this Agreement, the Owner must provide notice to the City of the same. Owner must also, within this thirty (30) day period, provide the City with a copy of the legal documents that indicate the conveyance, assignment, apportionment or other transfer. From and after the effective date of such conveyance, assignment, apportionment or other transfer, any reference to Owner in this Agreement, as it relates to the portions of the Property in which he no longer has an ownership interest, shall be deemed to be a reference to the conveyee, assignee, apportionee or transferee and will release Owner from legal action under this Agreement that arises after the effective date of such conveyance, assignment, apportionment, or other transfer to the extent the legal action relates to the portion of the Property in which he no longer has an ownership interest. Provided, however, this Agreement creates no in personam right, responsibility or obligation, except to the extent the person has an ownership interest in the Property.

10.2 A successor or proposed successor to a legal lot within the Property, but not the entire Property, may request that the City remove all or a portion of the burden of this Agreement from the lot it is acquiring. The City agrees to consider such a request in good faith. If Owner demonstrates that City has sufficient assurances that the obligations of the Owner set forth in the Agreement will be fulfilled, and compliance with the Agreement terms will be met for the remainder of the Agreement term even if the Agreement, in whole or in part, is removed as an encumbrance on the lot of the proposed successor, then the City shall execute a release of the burdens of this Agreement for which adequate assurances have been provided, to such proposed successor sufficient to clear this Agreement from the title records for the lot to be acquired, and the release will be recorded in the Pierce County records.

11. **No Third Party Beneficiaries.**

11.1 This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

12. **Interpretation.**

12.1 This Agreement has been reviewed and revised by legal counsel for both parties, and no presumption or rule construing ambiguity against the drafter of the document shall apply to the interpretation or enforcement of this Agreement.

13. **Entire Agreement**

13.1 This Agreement constitutes the entire agreement of the parties and incorporates all prior discussions and agreements. The City and the Owner participated in the negotiation and drafting of this Agreement. If a dispute should arise with regards to the meaning or interpretation of any Agreement provision there shall be no presumption of draftsmanship as to the Agreement provision.

14. **City's Reservation of Rights.**

14.1 This Agreement shall be construed to exclude from its scope, and to reserve to the City, the police power authority which is prohibited by law from being subject to a mutual agreement with consideration.

14.2 This Agreement shall not limit the City's authority to exercise its power of eminent domain.

15. **Severability.**

15.1 If any provisions of this Agreement are determined to be unenforceable or invalid pursuant to a final decree or judgment by a court of law with jurisdiction, then the remainder of this Agreement not decreed or adjudged unenforceable or invalid shall remain unaffected and in full force and effect.

16. **Changes; Agreement to be Recorded.**

16.1 This Agreement may be modified, including termination of the Agreement or any part thereof, at any time, but only by the Parties by written agreement. Provided, however, the consent of Parties owning portions of the Property not affected by such amendment shall not be required. This Agreement or a memorandum thereof shall be recorded against the Property as a covenant running with the land which touches and concerns the Property and shall be binding upon the City and Owner, their heirs, successors and assigns and all future owners of the Property. Owner shall be responsible for the costs of recording this Agreement, and any

subsequent amendments thereto.

17. **Jurisdiction and Venue.**

17.1 This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Pierce County, Washington.

18. **Estoppel Certificate.**

18.1 Owner may, at any time, and from time to time, deliver written notice to the City requesting the City to certify in writing that, to the knowledge of the City (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments; and (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults. The City shall execute and, upon payment of the City's costs associated with researching and preparing the certificate, return such certificate within thirty (30) days following the receipt thereof. The City shall not have any liability to the requesting Party, the Owner, or to any third party for inaccurate information if it provides the estoppel certificate in good faith.

19. **Authority to Execute.**

19.1 The City was authorized to execute this Agreement pursuant to the authority granted to the City Manager by the adoption of City of Fife Ordinance 1666.

19.2 The Owner's representative was authorized to execute this Agreement pursuant to the terms of Owner's corporate documents and the related delegation of authority. Proof of Owner's representative's signatory authority shall be provided to the City, and remain on file with the City as a public record.

CITY OF FIFE:

OWNER:

PRAXAIR, INC.,  
A Delaware Corporation

By: \_\_\_\_\_  
Steve Worthington

By: \_\_\_\_\_  
Ed Durkin

City Manager

Its: Director of General Services

ATTEST:

By: \_\_\_\_\_  
Steve Marcotte, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Loren D. Combs  
City Attorney

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that Steve Worthington is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the City Manager of the City of Fife, a Washington municipal corporation, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said office of the municipal corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said municipal corporation.

Dated: August \_\_, 2008

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF CONNECTICUT)  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that Ed Durkin is the person who

appeared before me, and he acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Director of General Services of Praxair, Inc., a \_\_\_\_\_ corporation, and acknowledged it to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

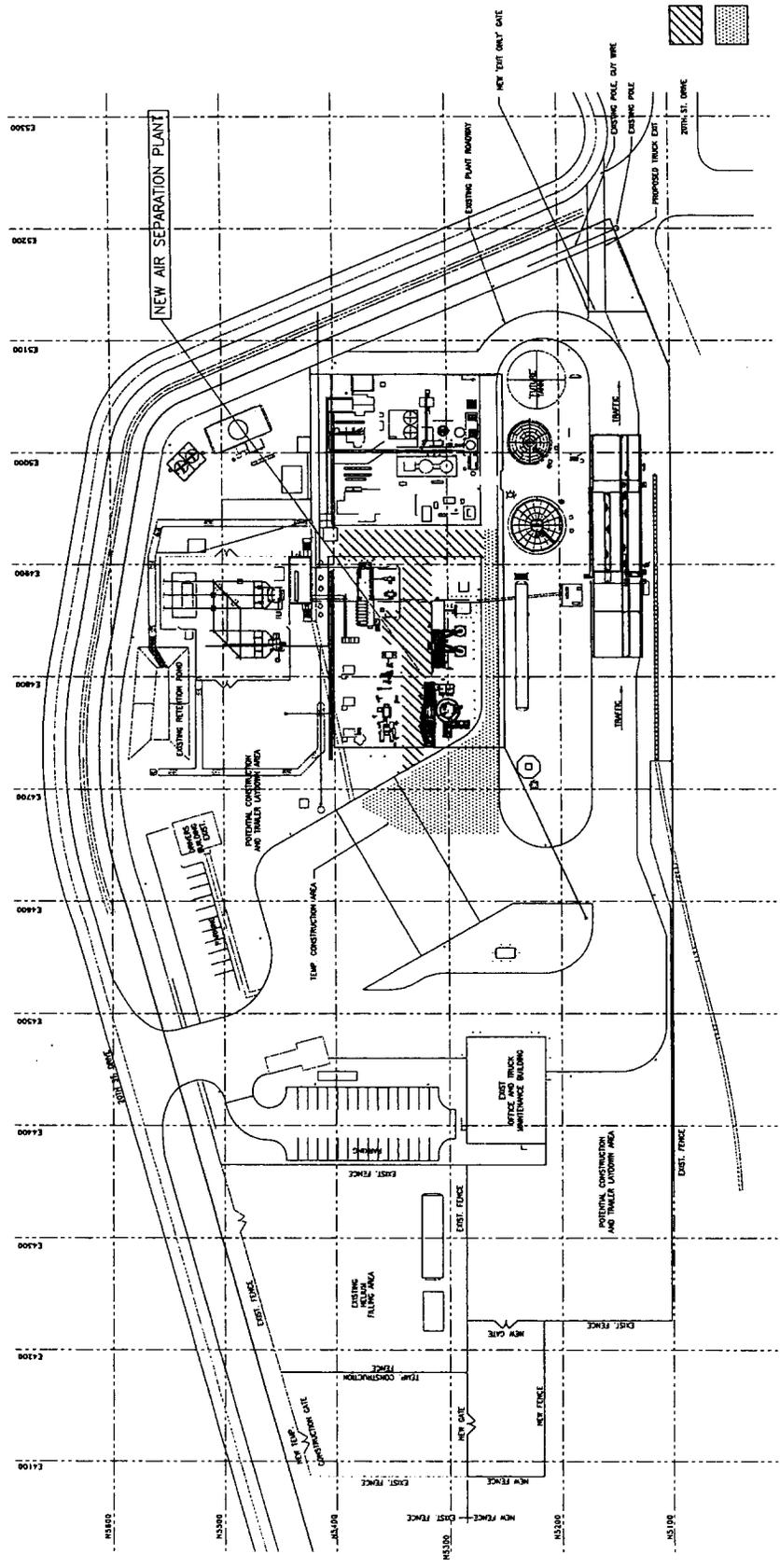
Dated: August \_\_\_, 2008

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_





# EXHIBIT 'B'



**NOTES:**

1. MARKING CASE OFFICIALS
2. MARKING OFFICIALS FOR PERSONNEL AND EXT.
3. MARKING LIGHT W/ YELLOW STRIKE
4. SAFETY IN AND PRESSURE PAD
5. CITY INSPECTOR AT CONTROL ROOM
6. EXT ONLY SIGN

PRELIMINARY

PROJECT: <b>BAZALUS BUSINESS CONFIDENTIAL</b> CLIENT: <b>PARSONS TECHNOLOGY CENTER - THIRDMANAL, NEW YORK</b>		SHEET NO: <b>ETR</b> PROJECT NO: <b>134398</b>	DATE: <b>8/23/08</b> SCALE: <b>1"=50'-0"</b>	SHEET NO: <b>1</b> TOTAL SHEETS: <b>1</b>
TITLE: <b>EXHIBIT 'B'</b> DESCRIPTION: <b>PL-1M ADDITION OVERALL SITE - EXIST., NEW AND TEMP. CONSTR.</b>		DRAWN BY: <b>D</b> CHECKED BY: <b>EXHIBIT B</b>		
DATE: <b>8/23/08</b>	TIME: <b>11:00 AM</b>	LOCATION: <b>NEW YORK</b>	PROJECT: <b>134398</b>	SHEET: <b>1</b>

## EXHIBIT "C"

### LEGAL DESCRIPTION FOR PRIVATE 2 ACRE CONSERVATION EASEMENT

TWO ACRES OUT OF PARCEL "B" (DESCIBED ON PAGE 2), SITUATE IN THE NORTHWEST QUARTER AND NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 20 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN IN PIERCE COUNTY, WASHINGTON, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID PARCEL "B";

THENCE ALONG THE SOUTHERLY LINE THEREOF, N 66°35'10" W, 534.00 FEET TO THE EASTERLY LINE OF THE ABOVE DESCRIBED TWO ACRES AND THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID EASTERLY LINE, N 23°24'50" E, 272.98 FEET TO THE NORTHERLY LINE OF SAID PARCEL "B";

THENCE THE FOLLOWING COURSES ALONG SAID NORTHERLY LINE;

N 82°33'47" W, 146.87 FEET;

N 07°26'13" E, 10.00 FEET TO A POINT OF CURVATURE;

THENCE CONTINUING ALONG SAID NORTHERLY LINE, WESTERLY, 94.43 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1879.86 FEET, THROUGH A CENTRAL ANGLE OF 02°52'41" TO A POINT OF CURVATURE ALONG THE PROPOSED WASHINGTON STATE DEPARTMENT OF TRANSPORTION RIGHT-OF-WAY;

THENCE ALONG SAID PROPOSED RIGHT-OF-WAY, SOUTHWESTERLY, 337.70 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1350.00 FEET, THE RADIUS POINT OF WHICH BEARS S 08°50'49" E, THROUGH A CENTRAL ANGEL OF 14°19'56" TO THE SOUTHERLY LINE OF SAID PARCEL "B"; (CONTINUED ON PAGE 2)



THENCE ALONG SAID SOUTHERLY LINE, S 66°35'10" E, 494.20 FEET TO THE TRUE POINT OF BEGINNING.

**PARCEL "B"**

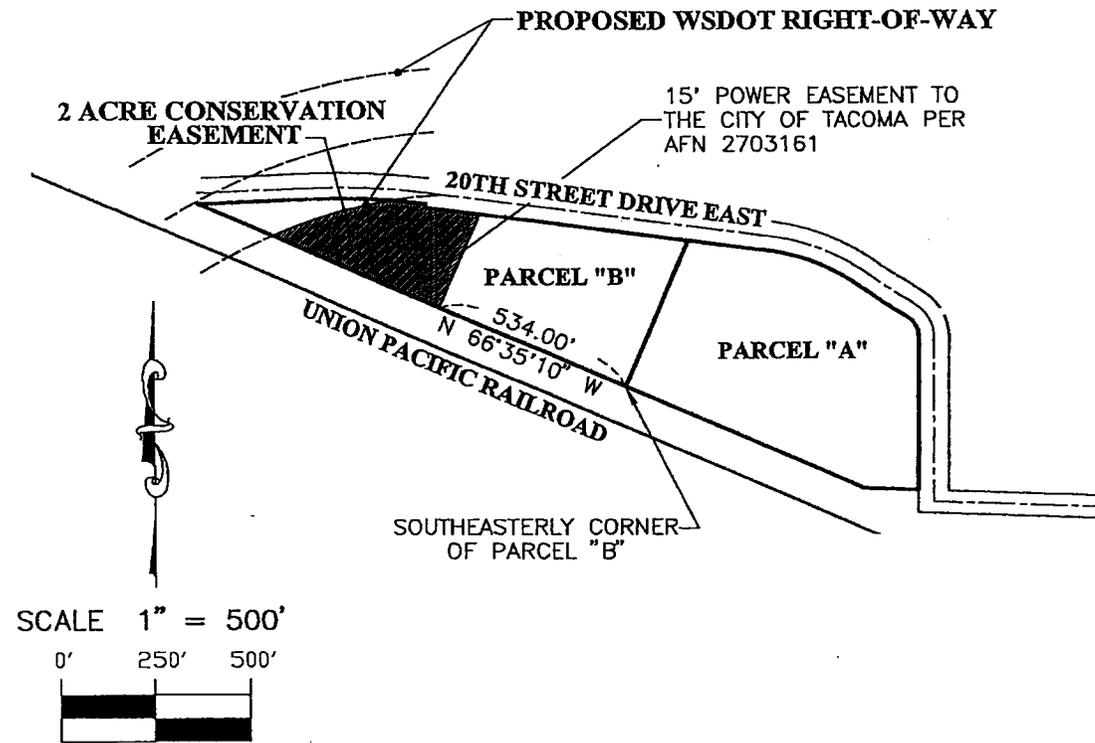
That portion of Parcel 20, as shown on that certain Record of Survey entitled "The Milwaukee Land Company - Record of Survey - Fife Properties." Dated February 3, 1976 and recorded February 20, 1976 in Book 12 of Surveys, at page 80, under Auditor's Certificate No. 1180, records of Pierce County Auditor, Pierce County, Washington, and being further described as follows:

Commencing at the intersection of the Westerly line of Ferguson Road with the Northerly line of 20<sup>th</sup> Street East (formerly Milton Avenue);  
THENCE North 88°06'09" West, 142.58 feet;  
THENCE North 66°35'10" West 694.58 feet to the Southwest corner of that certain parcel of land conveyed to Union Carbide Corporation, by Milwaukee Land Company, by Deed dated June 25, 1976 and recorded under Recording No. 2674493, which point is the true point of beginning;  
THENCE North 66°35'10" West 1,243.49 feet to the Southerly line of Primary State Highway No. 1;  
THENCE Easterly along said highway line on a curve to the left having a radius of 388.10 feet, a distance of 15.76 feet, North 87°39'28" East, 279.53 feet, along a curve to the right having a radius of 1,879.86 feet a distance of 320.85 feet, South 7°26'13" West 10.00 feet, South 82°33'47" East 702.33 feet to the Northwest corner of said Parcel of land conveyed by deed dated June 25, 1976;  
THENCE South 23°24'50" West along the West line of said parcel of land conveyed by deed dated June 25, 1976 a distance of 425.88 feet to the true point of beginning.

TOGETHER WITH that portion of Lawler Avenue vacated by Ordinance No. 402 recorded under Recording No. 2702193 lying within said described parcel.

Situate in the County of Pierce, State of Washington.

TO ACCOMPANY LEGAL DESCRIPTION FOR PRIVATE 2 ACRE CONSERVATION EASEMENT  
 A PORTION OF THE NW 1/4 AND THE NE 1/4 OF THE NW 1/4 OF  
 SECTION 11, TOWNSHIP 20 NORTH, RANGE 3 EAST, W.M.,  
 CITY OF FIFE, PIERCE COUNTY, WASHINGTON

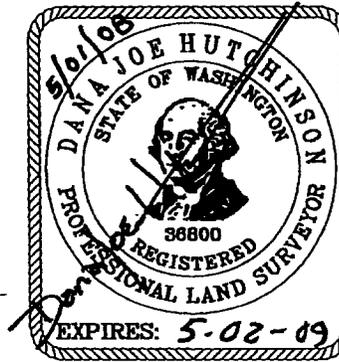


P:\08112.2\dwg\08112\_praxair-04222008.dwg 5/01/2008

**C.E.S. NW INC.**  
**CIVIL ENGINEERING & SURVEYING**

5210 12TH ST EAST  
 FIFE, WA 98424

BUS: (253) 922-1532  
 FAX: (253) 922-1954  
 dhutchinson@cesnwine.com



DRAWN BY: DJH

3



9b

**MEMORANDUM  
For Meeting of August 12, 2008**

TO: Mayor and Council Members  
THROUGH: Steve Worthington  
FROM: Russ Blount  
SUBJECT: **Ordinance 1678** – Declaration of Surplus and Sale of Parcel 0320024091

**REPORT IN BRIEF:** Declare Parcel 0320024091 surplus and direct disposition of the property.

**BACKGROUND:** A public hearing for this matter is scheduled for earlier in the agenda for this meeting. Further background information is provided with the packet for that hearing.

**ATTACHMENTS:** Ordinance 1678, map.

**DISCUSSION:** Staff has determined that the City of Fife has no long-term need to retain ownership of the property, except for easements for existing utilities and access. The Council may decide to either keep the property or to declare it surplus. If it declares the property surplus, it may only offer it for sale to the adjoining property owners. If either property owner declines to buy the portion in front of his holdings, the City may either sell a portion and retain a portion or sell the entirety of parcel 0320024091 to whichever property owner wants to buy the property.

Because the strip impacts access to the adjoining properties, staff recommends that the Council not sell the entire strip to either property owner, but instead sell only the adjacent portion of the strip to each abutter. If one of the abutters chooses not to buy the adjacent portion of the strip, Staff recommends that that portion be retained in City ownership.

**FISCAL IMPACT:** The property has been appraised at approximately \$3.37 per square foot, with the relatively low value attributed to its substandard size and utility encumbrances. The total value of the property was appraised at \$22,250.00, with \$10,113.64 of the value for the portion in front of the HANA HOU WAILEA LLC property and \$12,136.36 of the value for portion in front of Darshan S & Kaur Manjit Randhawa's property, on which the Randhawas operate a Travelodge motel.

**ALTERNATIVE COURSES OF ACTION:**

1. Adopt Ordinance 1678 as written.
2. Amend Ordinance 1678 and then adopt as amended.
3. Decline to adopt Ordinance 1678.

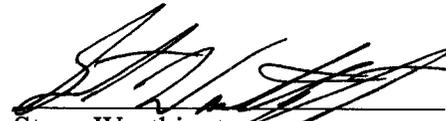
**RECOMMENDATIONS:** Adopt Ordinance 1678 as written.

**SUGGESTED MOTION:** Motion to Adopt Ordinance 1678.



Russ Blount  
Public Works Director

Approved for Agenda



Steve Worthington  
City Manager

CITY OF FIFE, WASHINGTON

ORDINANCE NO. 1678

**AN ORDINANCE OF THE CITY COUNCIL OF THE  
CITY OF FIFE, PIERCE COUNTY, WASHINGTON,  
DECLARING SURPLUS PARCEL NO. 0320024091  
AND AUTHORIZING ITS SALE TO THE ABUTTING  
PROPERTY OWNERS**

WHEREAS, the City of Fife received a request to sell tax parcel no. 0320024091; and

WHEREAS, upon proper notice, a public hearing was held before the City Council on August 12, 2008; now therefore,

THE CITY COUNCIL OF THE CITY OF FIFE, WASHINGTON  
DO ORDAIN AS FOLLOWS:

Section 1. The City Council finds as follows:

- a. The property commonly known as tax parcel no. 0320024091 and identified in Exhibit A attached hereto (the "Property") does not qualify as a buildable lot under the City zoning code due to its size and shape.
- b. No portion of the Property abuts a body of water.
- c. The Property is not useful for City purposes and it appears to the City Council that it is for the best interests of the City and the people thereof that the Property be sold.

Section 2. The property commonly known as tax parcel no. 0320024091 and identified in Exhibit A attached hereto shall be sold without further action by the City Council upon satisfaction of the conditions set forth in Section 3 below.

Section 3. This sale is subject to the following conditions and shall not be effective until such conditions are satisfied:

- a. The owners of property abutting upon parcel no. 0320024091 shall pay the City the sum of \$22,250.00, which amount is the full fair appraised value of the Property. Each abutting property owner shall pay its pro-rata share.

b. The City Manager executes a quitclaim deed to the abutting property owners. Conveyance of the property shall be subject to all existing easements, encumbrances and access rights, whether of record or prescriptive.

Section 4. Each and every provision of this Ordinance shall be deemed severable. In the event that any portion of this Ordinance is determined by final order of a court of competent jurisdiction to be void or unenforceable, such determination shall not affect the validity of the remaining provisions thereof provided the intent of this Ordinance can still be furthered without the invalid provision.

Section 5. This Ordinance shall be in full force and effect five (5) days after publication as required by law, with the vacation being effective upon the satisfaction of the conditions set forth in Section 3. A summary of this Ordinance may be published in lieu of the entire Ordinance, as authorized by State law.

Introduced the \_\_\_\_ day of \_\_\_\_\_, 2008.

Passed by the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Steve Worthington, City Manager

ATTEST:

\_\_\_\_\_  
Steve Marcotte, City Clerk/Treasurer

APPROVED AS TO FORM:

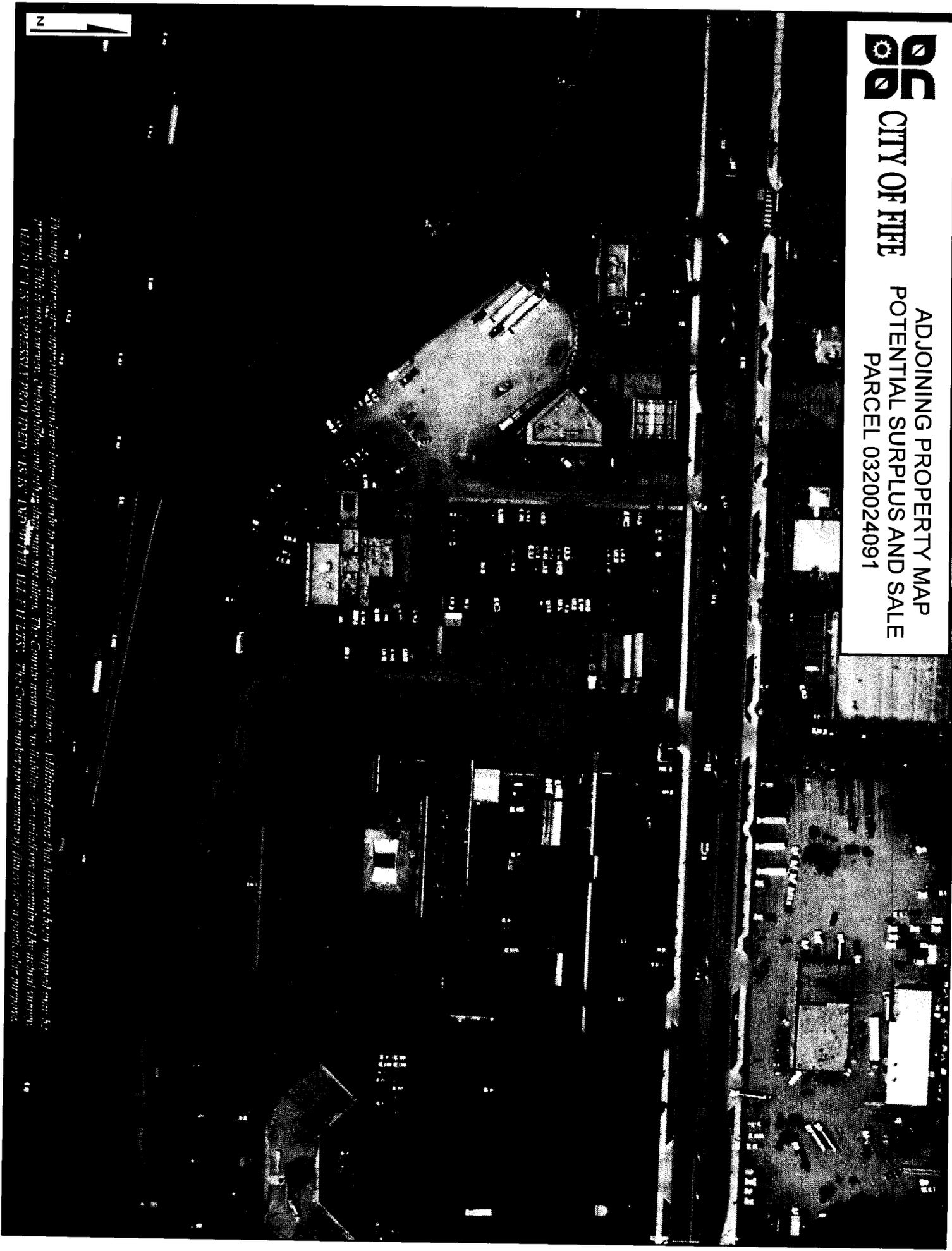
\_\_\_\_\_  
Loren D. Combs, City Attorney

Published: \_\_\_\_\_  
Effective Date: \_\_\_\_\_, 2008



CITY OF FIRE

ADJOINING PROPERTY MAP  
POTENTIAL SURPLUS AND SALE  
PARCEL 0320024091



*The map features are approximate and are provided only to provide an indication of what exists. Additional items that have not been mapped may be present. The City of Fire is not responsible for any inaccuracies or omissions. The City of Fire is not liable for any damages or losses resulting from the use of this map. THE CITY OF FIRE IS NOT RESPONSIBLE FOR ANY DAMAGES OR LOSSES RESULTING FROM THE USE OF THIS MAP.*

**MEMORANDUM**  
**For Meeting of August 12, 2008**

TO: Mayor and Councilmembers  
THROUGH: Steve Worthington, City Manager  
FROM: Russ Blount, Public Works Director  
SUBJECT: **Resolution No.1227** – Authorize Award of Contract for construction of Wapato Creek Culvert Replacement Project

**REPORT IN BRIEF:** Request Council approval of Resolution authorizing award of a contract with Inc. for construction of Wapato Creek Culvert Replacement Project on 70<sup>th</sup> Avenue East.

**BACKGROUND:** The reconstruction of Valley Avenue East between 70<sup>th</sup> Avenue East and Freeman Road East is the #1 priority on Fife's Transportation Improvement Program. The project will include substantial improvements to all legs of the intersection of Valley Avenue East with 70<sup>th</sup> Avenue East. During the preliminary design stage it was determined that the existing Wapato Creek culvert on 70<sup>th</sup> Avenue would need to be replaced as part of Phase 1 of the 70<sup>th</sup> Avenue/Valley Avenue Corridor Project. The major portion of Valley Avenue construction will not be ready for bid until later this year, after the all the right of way is acquired and final design completed, after the end of the "fish window" between June 15 and September 30. The Wapato Creek culvert replacement has been bid and is recommended to be built this year so it could be installed in this year's fish window, and road work in the area can begin before the beginning of next year's fish window. Completion of the culvert replacement in 2008 will also ensure that this segment of 70<sup>th</sup> Avenue East will be able to remain open for access to the properties that may be impacted in 2009 by construction of sanitary sewers in 70<sup>th</sup> Avenue East between 43<sup>rd</sup> Street East and 48<sup>th</sup> Street East.

Final design services for the project were provided by David Evans and Associates as a task included in Supplement Agreement 5 of the original 2004 contract. On July 16<sup>th</sup>, the project went out to bid and bids were opened on July 31<sup>st</sup>, at 2:00 p.m. The bid documents included a base schedule requirement that at least one lane of 70<sup>th</sup> Avenue East be maintained open in each direction through the work, except for two weekend closures beginning on a Friday evening at 7:00 pm and ending on a Monday morning at 5:00 am. The bid documents provided for an alternate bid to determine the effect on the project cost resulting from a possible full closure of 70<sup>th</sup> Avenue East for a 17-day maximum period install the culvert sections. The "17-day" period is defined as beginning on a Friday evening at 7:00 pm and ending on a Monday morning at 5:00 am.

It was believed that a full closure would benefit the project schedule to complete the culvert work below ordinary high water level before the September 30<sup>th</sup> work deadline and would allow the contractor to work more freely and potentially provide a construction cost reduction. The alternate bid added a bid item to show a deduction amount resulting from the closure of 70<sup>th</sup> Avenue East and stipulated that the City reserved the right to award the contract with or without the alternate bid.

Seven bids were received and the apparent low bidder without the alternate bid is Jansen, Inc. with a bid amount of \$1,422,020.30. With the alternate bid, E.J. Rody & Sons, Inc. is the

apparent low bidder at 1,379,988.50. The engineering estimate of the project without the alternate bid is \$1,854,262.00. The bids were reviewed and validated the two apparent low bidders.

**ATTACHMENTS:** Resolution No.1227 (two versions), Bid Tabulation, and Resumes from Jansen, Inc. and E.J. Rody & Sons, Inc.

**DISCUSSION:** The decision as to allowing the extended road closure is appropriately a Council decision. The Council can weigh the impact on the travelling public. PW staff recommends the selection of E.J. Rody & Sons, Inc. with the alternate bid of \$1,379,988.50 and the extended closure of 70<sup>th</sup> Avenue East for the following reasons; 1) the contractor ability to complete the culvert crossing before the September 30<sup>th</sup> deadline is enhanced, 2) the potential to complete the total project ahead of schedule is increased, 3) a direct \$42,031.80 cost savings is realized with potential for reductions in other bid items, such as traffic control , and 4) traffic safety may be improved.

**FISCAL IMPACT:** The project bid is either \$1,422,020.30 or \$1,379,988.50 depending on the Council's selection and will be funded by local sources. The culvert replacement was included in the 2008 budget under the approved \$9,000,000 construction budget for Phase 1 of the 70<sup>th</sup>/Valley Corridor Project on Valley Avenue. The local funds used for the project can be used for local match for existing grant funding on the broader project.

**ALTERNATIVE COURSES OF ACTION:**

1. Approve Resolution No. 1227 as written for E.J. Rody & Sons with the 17-day road closure of 70<sup>th</sup> Avenue East.
2. Approve Resolution No. 1227 as written for Jansen, Inc. with two weekend road closures but no extended closure.
3. Amend Resolution No.1227, then approve as amended.
4. Decline to approve Resolution No.1227.

**RECOMMENDATIONS:** Approve Resolution No.1227as written for E.J. Rody & Sons with the 17-day road closure of 70<sup>th</sup> Avenue East..

**SUGGESTED MOTION:** Motion to Approve Resolution No.1227 as written for E.J. Rody & Sons, Inc. with the 17-day road closure of 70<sup>th</sup> Avenue East.



Russ Blount  
Public Works Director



Approved for Agenda Steve Worthington  
City Manager

RESOLUTION NO 1227

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE,  
PIERCE COUNTY, WASHINGTON AUTHORIZING THE CITY  
MANAGER TO AWARD A CONSTRUCTION CONTRACT WITH  
E. J. RODY & SONS, INC. FOR THE WAPATO CREEK CULVERT  
REPLACEMENT PROJECT IN THE AMOUNT OF \$1,379,988.50

WHEREAS, the widening and reconstruction of 70<sup>th</sup> Avenue East and Valley Avenue East, from 20<sup>th</sup> Street East To Freeman Road East, is collectively the top priority project in the City of Fife Transportation Improvement Program and the Wapato Creek Culvert Replacement Project is part of Phase 1; and

WHEREAS, the City of Fife through authorization of Amended Resolution 1184 expanded the original contract with David Evans and Associates to prepare final design plans and specifications for the Wapato Creek culvert replacement on 70<sup>th</sup> Avenue; and

WHEREAS, the Fife City Council has appropriated funds in the 2008 budget to construct Phase 1 of the 70<sup>th</sup> Avenue/Valley Avenue Corridor Project that included the culvert replacement on 70<sup>th</sup> Avenue; and

WHEREAS, the bid documents provided for an alternate bid as consideration for contract award that included a separate bid item to insert a deduction amount for full closure of 70<sup>th</sup> Avenue East over a 17-day period to reduce project completion time; and

WHEREAS, pursuant to State laws, the City advertised for bids on the Wapato Creek Culvert Replacement Project in the newspaper of record and received and evaluated bids from interested contractors; and

WHEREAS, the City of Fife received bids until 2:00 p.m., Thursday, July 31, 2008, at City Hall at which time the seven bids were publicly opened and read and;

WHEREAS, the bid from E.J. Rody & Sons, Inc. in the amount of \$1,379,988.50 was found to be the lowest responsible bid to install the Wapato Creek culvert improvements with the alternate 70<sup>th</sup> Avenue E. extended closure bid item; now therefore

BE IT RESOLVED that the Fife City Council hereby authorizes the City Manager to execute a contract with E.J. Rody & Sons, Inc. for construction of the Wapato Creek Culvert Replacement Project in the amount of \$1,379,988.50.

ADOPTED by the City Council at an open public meeting held on the 12<sup>th</sup> day of August, 2008.

---

Barry D. Johnson, Mayor

---

Steve Marcotte, City Clerk/Treasurer

RESOLUTION NO 1227

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON AUTHORIZING THE CITY MANAGER TO AWARD A CONSTRUCTION CONTRACT WITH JANSEN, INC. FOR THE WAPATO CREEK CULVERT REPLACEMENT PROJECT IN THE AMOUNT OF \$1,422,020.30

WHEREAS, the widening and reconstruction of 70<sup>th</sup> Avenue East and Valley Avenue East, from 20<sup>th</sup> Street East To Freeman Road East, is collectively the top priority project in the City of Fife Transportation Improvement Program and the Wapato Creek Culvert Replacement Project is part of Phase 1; and

WHEREAS, the City of Fife through authorization of Amended Resolution 1184 expanded the original contract with David Evans and Associates to prepare final design plans and specifications for the Wapato Creek culvert replacement on 70<sup>th</sup> Avenue; and

WHEREAS, the Fife City Council has appropriated funds in the 2008 budget to construct Phase 1 of the 70<sup>th</sup> Avenue/Valley Avenue Corridor Project that included the culvert replacement on 70<sup>th</sup> Avenue; and

WHEREAS, the bid documents provided for an alternate bid as consideration for contract award that included a separate bid item to insert a deduction amount for full closure of 70<sup>th</sup> Avenue East over a 17-day period to reduce project completion time; and

WHEREAS, pursuant to State laws, the City advertised for bids on the Wapato Creek Culvert Replacement Project in the newspaper of record and received and evaluated bids from interested contractors; and

WHEREAS, the City of Fife received bids until 2:00 p.m., Thursday, July 31, 2008, at City Hall at which time the seven bids were publicly opened and read; and

WHEREAS, the bid from Jansen, Inc. in the amount of \$1,422,020.30 was found to be the lowest responsible bid to install the Wapato Creek culvert replacement improvements without extended closure of 70<sup>th</sup> Avenue East; now, therefore

BE IT RESOLVED that the Fife City Council hereby authorizes the City Manager to execute a contract with Jansen, Inc. for construction of the Wapato Creek Culvert Replacement Project in the amount of \$1,422,020.30.

ADOPTED by the City Council at an open public meeting held on the 12<sup>th</sup> day of August, 2008.

---

Barry D. Johnson, Mayor

---

Steve Marcotte, City Clerk/Treasurer

**Wapato Creek Culvert Replacement Project  
Bid Tabulations  
July 31, 2008**

ITEM NO.	BID ITEM GROUP	Engineer's Estimate		EJ Rody & Sons		Granite Northwest, Inc.		Jansen, Inc. <sup>1</sup>		Rodarte Construction Inc.		Tri-State Construction, Inc. <sup>1</sup>		Quigg Bros., Inc. <sup>1</sup>		Construct Company, LLC	
		TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE				
1-20	Preparation	\$334,400.00	\$240,773.00	\$260,737.00	\$336,090.50	\$361,012.50	\$303,268.50	\$304,580.50	\$318,305.80								
21-25	Culvert and Creek Work	\$184,340.00	\$190,540.00	\$83,650.00	\$36,562.00	\$84,950.00	\$80,076.00	\$108,350.00	\$143,974.20								
26-28	Water Line	\$10,750.00	\$25,625.00	\$30,600.00	\$12,600.00	\$12,250.00	\$21,700.00	\$16,500.00	\$16,550.00								
29-41	Walls	\$854,980.00	\$603,853.00	\$695,290.00	\$652,222.00	\$648,524.00	\$686,116.00	\$749,640.00	\$1,047,527.80								
42-59	Roadway	\$191,126.00	\$197,795.50	\$218,579.00	\$241,024.00	\$249,870.50	\$270,496.30	\$258,553.00	\$274,586.80								
60-68	Erosion Control	\$89,374.00	\$91,887.00	\$76,705.00	\$68,760.00	\$70,006.00	\$61,476.50	\$115,094.00	\$216,467.90								
69-74	Traffic Control	\$149,480.00	\$77,260.00	\$87,040.00	\$73,653.00	\$93,270.00	\$122,710.00	\$115,360.00	\$88,338.00								
	SUBTOTAL	\$1,814,450.00	\$1,427,733.50	\$1,452,601.00	\$1,420,911.50	\$1,519,683.00	\$1,545,843.30	\$1,668,077.50	\$2,105,750.50								
	Sales Tax on Water Line (Bid Items 26-28)	\$946.00	\$2,255.00	\$2,692.80	\$1,108.80	\$1,078.00	\$1,909.60	\$1,452.00	\$1,456.40								
	<b>TOTAL without alternate</b>	<b>\$1,815,396.00</b>	<b>\$1,429,988.50</b>	<b>\$1,455,293.80</b>	<b>\$1,422,020.30</b>	<b>\$1,520,761.00</b>	<b>\$1,547,752.90</b>	<b>\$1,669,529.50</b>	<b>\$2,107,206.90</b>								
	Deduction for 17 day road closure	\$36,000.00	-\$50,000.00	-\$70,000.00	-\$10,000.00	-\$50,000.00	-\$1.00	\$0.00	-\$225,000.00								
	<b>TOTAL with alternate</b>	<b>\$1,851,396.00</b>	<b>\$1,379,988.50</b>	<b>\$1,385,293.80</b>	<b>\$1,412,020.30</b>	<b>\$1,470,761.00</b>	<b>\$1,547,751.90</b>	<b>\$1,669,529.50</b>	<b>\$1,882,206.90</b>								

Notes

1 Bid tab totals include corrections for mathematical errors in the bid submittals

**JANSEN INC.**  
GENERAL CONTRACTOR



2110 Buchanan Loop, Suite 1  
Ferndale, WA 98248  
P 360.384.4720  
F 360.384.4820  
[www.jansen-inc.com](http://www.jansen-inc.com)

August 4, 2008

Russ Blount, P.E.  
City of Fife  
Fife City hall  
5411 23<sup>rd</sup> Street East  
Fife, WA 98424

RE: Wapato Creek Culvert Replacement

Dear Mr. Blount:

Pursuant to your request I am sending Jansen Inc.'s brochure outlining some of the contracts we have completed.

Jansen Inc. is in a strong position to complete this contract on a fast track schedule.

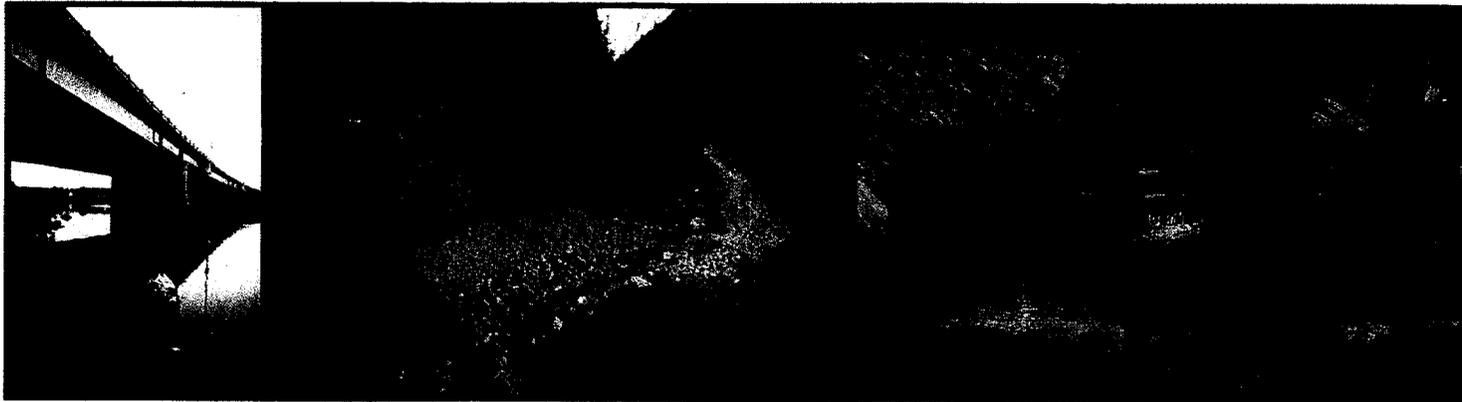
You mentioned that the City of Fife may choose to award the contract based on the option of closing the road for 17 days. Jansen offered a credit of \$10,000 for this allowance while the second bidder offered \$50,000. If the City decided to award to the second bidder and proceed with closure of the road for 17 days, there would be a net savings of about \$30,000.00. This is a small savings when you consider the extra cost to the City of Fife in administering the closure, the inconvenience to the public and the certainty of complaints a road closure always triggers.

Thank you for considering Jansen Inc.

Sincerely,

A handwritten signature in black ink, appearing to read 'Al Jansen', written in a cursive style.

Al Jansen



**JANSEN INC.**  
**GENERAL CONTRACTOR**

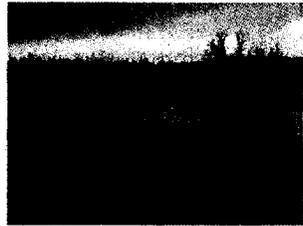
*a diverse company able to accomplish a variety of projects in any geographical area*



## ENVIRONMENTAL



CENTRALIA, WA  
big hanaford stream restoration



FEDERAL WAY, WA  
joe's creek stream restoration



FEDERAL WAY, WA  
joe's creek stream restoration



TACOMA, WA  
swan creek stream restration



GLACIER, WA  
north fork culvert replacement



FERNDALE, WA  
I-5 center stream relocation



E. KING Co., WA  
adair creek stream restroation



Bow, WA  
gravel pit reclamation - before



Bow, WA  
gravel pit reclamation - progress



FEDERAL WAY, WA  
hylebos creek stream restoration

## ROADS / WSDOT



SAN JUAN ISLAND, WA  
pear point road repair

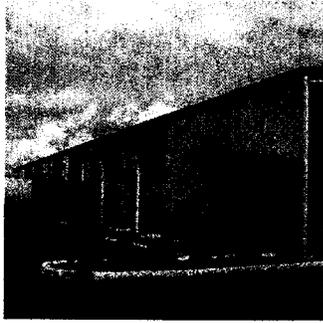


NEWHALEM, WA  
gorge dam road repair



WHATCOM CO, WA  
atwood road relocation

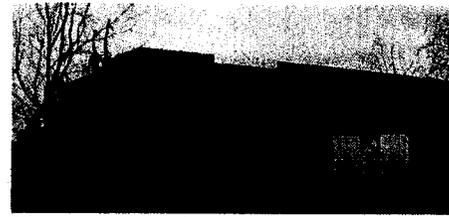
## COMMERCIAL BUILDINGS



FERNDALE, WA  
I-5 industrial center



concrete tilt up in progress



FERNDALE, WA  
grandview industrial center



I-5 industrial center



I-5 industrial center

## CIVIL / WSDOT



FAIRBANKS, AK  
steel bridge erected on 6 feet of ice



completed bridge



BIG ISLAND, HI  
laupahoe small boat harbor



BIG ISLAND, HI  
laupahoe small boat harbor

## PARKS



MOSES LAKE, WA  
potholes state park



SEATTLE, WA  
wilson field

JANSEN INC. is a diverse construction firm that is able to accomplish a variety of projects in any geographical area.

Founder, Al Jansen, started the business in 1951, focusing on erosion control and landscaping. By 1970, the company had evolved into a general construction company completing a broad range of heavy civil construction projects.

In 2008, JANSEN INC completed the largest stream restoration project in the history of the state of Washington. Other completed projects include development infrastructure, utilities, roadwork, wetland mitigation, slope and river stabilization, and concrete tilt-up buildings.

## The JANSEN INC. Team

### **Principals**

Al Jansen, President

Grant Jansen, Vice President

### **Contract Management**

Grant Jansen, Project Manager

Calvin Vanderpol, Superintendent

Cameron Travers, Superintendent

Letha Nelson, Job Office Administrator

Heather Radke, Contract Administrator

### **Bonding**

Eric Zimmerman

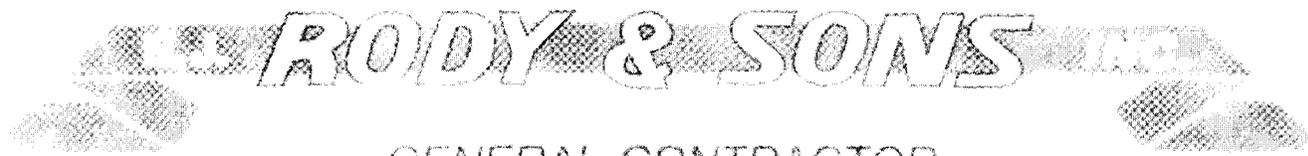
Bratrud Middleton Insurance

1201 Pacific Avenue, Suite 1000

Tacoma, WA 98402



JANSEN INC.  
General Contractor



## GENERAL CONTRACTOR

CONTR. REG. # EJRODS1161DF

E. J. Rody & Sons, Inc. was established in Tacoma in 1945 by Emil J. Rody and his two sons Harold and Lawrence. The company started in business by excavating basements, clearing land and grading property. In 1948, the company expanded to bidding on public works sewer construction projects. E. J. Rody & Sons, Inc. has continued to expand over the past twenty years with average annual revenue of approximately \$11 million and employs approximately 40 people during the peak season. The company has expanded to include large earthwork, landfill remediation and large development projects.

Years of construction experience combined with innovative engineering make the team of E. J. Rody & Sons, Inc. one of the most progressive contractors in underground construction. The company has built its reputation on the ability to excel at performing difficult and demanding projects, particularly those with unusual and wet subsurface conditions. Over the years E. J. Rody & Sons, Inc. has worked throughout the Puget Sound Region on both public and private construction. The firm has built a variety of projects including pump stations, large diameter pipelines, underground utilities of various kinds, sitework developments, landfill remediation and excavation projects. The firm takes pride in its unblemished record of performance on difficult projects, and its proven history of completing projects on time and within the contracted funding.

E. J. Rody & Sons, Inc. provides its clients with over sixty-three years of underground construction experience, state of the art construction methods and equipment, and the construction savvy and engineering expertise to handle a wide range of work. The firm has the integrity of three generations of ownership, and a proven record of accomplishments and successful management in the construction industry.

## PROJECT LIST

### UTILITY CONSTRUCTION PROJECTS

Project: **Rainier Terrace U.I.D., Phase I & Phase II**  
Client: Pierce County Department of Public Utilities  
Contract Amount: \$ 5,129,679.00  
Type of Work: 15,100 lineal feet of 36-inch, 6,100 lineal feet of 30-inch HDPE pipe.  
We over excavated 40 feet of dirt of the top of the cut. More than 200,000 yards of dirt was removed to keep trench excavation at 20 feet deep.  
Location: Tacoma, Washington  
Reference Contact: Fred Hammond (253) 798-3044

Project: **Frederickson Sanitary Sewer, Phase I & Phase II**  
Client: Pierce County Department of Public Utilities  
Contract Amount: \$ 4,000,000.00  
Type of Work: 23,000 lineal feet of 48-inch and 54-inch diameter reinforced concrete.  
Trench excavation averaged 20 feet deep, with some sections up to 30 feet in depth.  
Location: Tacoma, Washington  
Reference Contact: Fred Hammond (253) 798-3044

Project: **Northlake Sammamish Interceptor**  
Client: Metro (Municipality of Metropolitan Seattle)  
Contract Amount: \$ 1,610,880.00  
Type of Work: Sewer installation, required river to be temporarily diverted.  
Location: Redmond, Washington

Project: **Commencement Bay Marine Outfall**  
Client: City of Tacoma Department of Public Utilities  
Contract Amount: \$ 7,300,000.00  
Type of Work: 13,000 lineal feet of 60-inch diameter pre-stressed concrete cylinder pipe. Excavation involved significant dewatering and ground control problems in the Tacoma tide flats.  
Location: Tacoma, Washington

## PROJECT LIST

Project: **North Creek Interceptor**  
Client: Metro (Municipality of Metropolitan Seattle)  
Contract Amount: \$ 1,220,000.00  
Type of Work: 6,500 lineal feet of 42-inch diameter ductile iron in very wet and difficult ground conditions  
Location: Bothell, Washington

Project: **Spanaway Sanitary Sewer ULID 73-1**  
Client: Pierce County Department of Public Works  
Contract Amount: \$ 2,400,000.00  
Type of Work: Installed 32,250 lineal feet of 6-inch through 12-inch PVC pipe and 27-inch through 36-inch RCP pipe. Trench depth averaged 20 feet deep through water bearing sand and gravels.  
Location: Spanaway, Washington

Project: **Storm Drain**  
Client: City of Fife  
Contract Amount: \$ 750,000.00  
Type of Work: Constructed a storm pump station and approximately 900 lineal feet of 8-foot x 11 feet of arch culvert.  
Location: Fife, Washington

Project: **Improvement Dist. 98-2 #3, CMC Heartland & South Oxbow Gravity Sewer,**  
Client: City of Fife  
Contract Amount: \$ 3,586,627.00  
Type of Work: Construct 5000 lineal feet of 18" DI sewer 25' deep between 70<sup>th</sup> Ave East & 54<sup>th</sup> Ave East  
Location: Fife, Washington

Project: **South Tacoma Way Sanitary Sewer & Storm Replacement**  
Client: City of Tacoma  
Contract Amount: \$ 5,268,805.00  
Type of Work: Construct 48" storm & 26" Sewer, stacked on top of each other with cuts over 30' deep  
Location: Tacoma, Washington

## PROJECT LIST

Project: **Steele Street Interceptor**  
Client: Pierce County  
Contract Amount: \$ 5,023,146.00  
Type of Work: Construct 72" sewer main, 4000 lineal feet, 30' deep with dewatering of up to 15,000 GPM  
Location: Spanaway, Washington

Project: **26<sup>th</sup> Street Road Improvements**  
Client: Freeman Properties, LLC  
Contract Amount: \$ 2,404,810.00  
Type of Work: Construct sewer, storm, water and road from 70<sup>th</sup> to Freeman Road  
Location: Fife, Washington

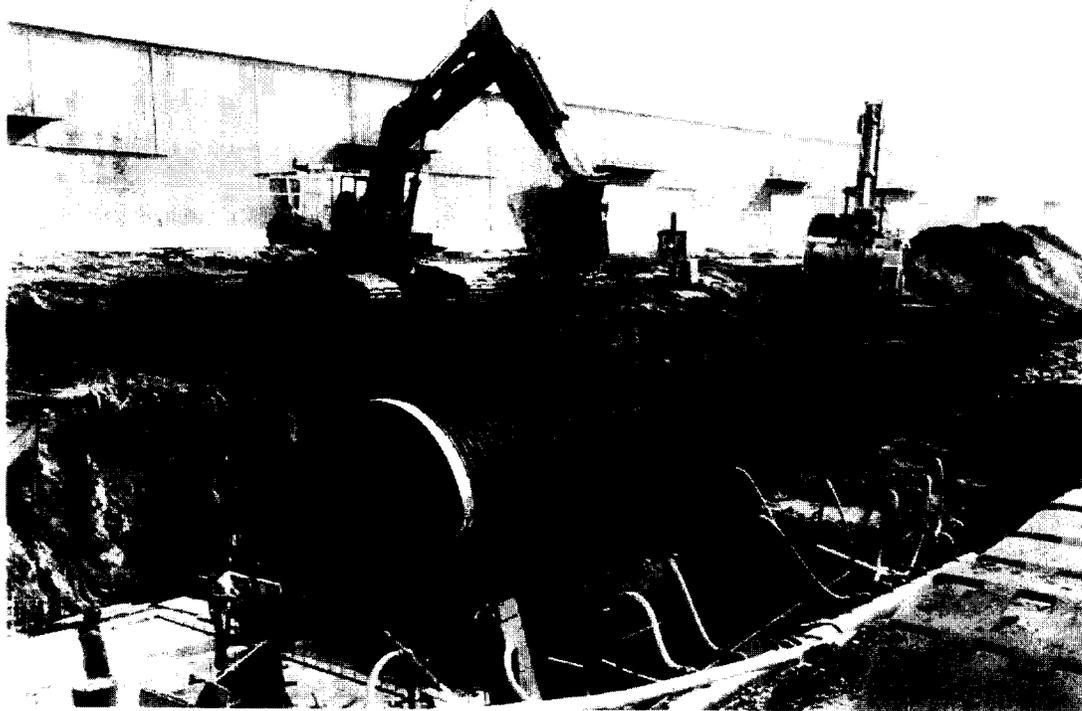
NORTH LAKE SAMMASH INTERCEPTOR  
AND RIVER DIVERSION  
REDMOND, WA



# STORM DRAIN & PUMP STATION

CITY OF FIFE

FIFE, WASHINGTON



FISH HATCHERY  
CLE ELUM, WA



**MEMORANDUM**  
**For Meeting of August 12, 2008**

9d

**TO:** Mayor and Councilmembers  
**THROUGH:** Steve Worthington, City Manager  
**FROM:** Russ Blount, Public Works Director  
**SUBJECT:** **Resolution No. 1228** - Authorize Supplemental Agreement #7 with David Evans and Associates for Construction Management Services for Wapato Creek Culvert Replacement Project

**REPORT IN BRIEF:** Request that the Council authorize additional services with David Evans and Associates for construction management of the Wapato Creek Culvert Replacement Project.

**BACKGROUND:** The 70<sup>th</sup> Avenue/Valley Avenue Corridor Project is the top priority on Fife's Transportation Improvement Program. Council Resolution 849-04 authorized an initial contract with David Evans and Associates for engineering services and Council Resolutions 918-04, 951-06, 1156-07, 1179, 1184(Amended), and 1203 authorized Supplemental Agreements 1, 2, 3, 4, 5, and 6, respectively. The culvert replacement at Wapato Creek on 70<sup>th</sup> Avenue East is another component of the overall 70<sup>th</sup>/ Valley Corridor Project – Phase 1 in which David Evans & Associates completed the environmental studies and permitting associated with the project and then completed the final design that was included in the Supplement 5 work scope. This component of the overall project was advanced so it could be completed before the end of the fisheries window on September 30.

**ATTACHMENTS:** Resolution No. 1228 and Proposed Work Scope and Cost Estimate.

**DISCUSSION:** Seven bids were received on the Wapato Creek Culvert Replacement Project and the contract award is scheduled for Council approval at the August 12<sup>th</sup> meeting. It is general practice to use the same consultant for both the design and the construction management services if the services provided in the design phase were completed satisfactorily. Considering the familiarity that DEA has with the project and the competent personnel to direct the construction activities, staff recommends that DEA provide the construction management services.

**FISCAL IMPACT:** This project component including the construction management will be paid from local funds without grant monies. The 2008 budget approved \$9 million for the construction of Valley Avenue improvements of which the Wapato Creek culvert replacement on 70<sup>th</sup> Avenue East is included.

**ALTERNATIVE COURSES OF ACTION:**

1. Approve Resolution No. 1228 as written.
2. Amend Resolution No. 1228, then approve as amended.
3. Decline to approve Resolution No. 1228.

**RECOMMENDATIONS:** Approve Resolution No. 1228 as written.

**SUGGESTED MOTION:** Motion to approve Resolution No. 1228.



Russ Blount  
Public Works Director

Approved for Agenda   
Steve Worthington  
City Manager

RESOLUTION NO. 1228

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON AUTHORIZING ADDITIONAL SERVICES BY DAVID EVANS AND ASSOCIATES FOR CONSTRUCTION MANAGEMENT OF IMPROVEMENTS ON WAPATO CREEK CULVERT REPLACEMENT PROJECT

WHEREAS, the widening and reconstruction of 70<sup>th</sup> Avenue East and Valley Avenue East, from 20<sup>th</sup> Street East To Freeman Road East, is collectively the top priority project in the City of Fife Transportation Improvement Program and the Wapato Creek Culvert Replacement Project is a component of the overall project; and

WHEREAS, the City of Fife received a \$1 million federal grant for initial work on this project and, since, has either received or programmed to receive almost \$13 million in additional state and federal grant funding, and as required for federal funding the City of Fife followed federal procedures for the selection of David Evans and Associates as the prime project engineering firm; and

WHEREAS, David Evans and Associates has prepared all the environmental studies and final design associated to begin work on the project and the project has received National Environmental Policy Act (NEPA) approval and permits from the Washington State Department of Fish and Wildlife , Washington State Department of Ecology, and the U.S. Army Corps of Engineers; and

WHEREAS, the City staff recommends the construction management services be provided by David Evans and Associates because of the firm's familiarity and expertise of the project that will provide both continuity and a cost savings; now therefore

BE IT RESOLVED that the Fife City Council hereby authorizes the City Manager to execute Supplemental Agreement Number 7 to the Contract with David Evans and Associates, increasing the contract amount by \$237,885.000 and, thereby, increasing the total authorized fee to \$2,967,584.69.

ADOPTED by the City Council at an open public meeting held on the 12<sup>th</sup> day of August, 2008.

---

Barry D. Johnson, Mayor

Attest:

---

Steve Marcotte, City Clerk

**EXHIBIT ATTACHMENT A**

**SCOPE OF SERVICES**

**CITY OF FIFE**

**CONSTRUCTION ADMINISTRATION**

**for the**

**70<sup>th</sup> AVENUE EAST/VALLEY AVENUE EAST CORRIDOR PROJECT**

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**WAPATO CREEK CULVERT REMOVAL AND RETAINING WALL PROJECT**

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**54<sup>th</sup> Avenue East to Dale Lane  
And 28<sup>th</sup> Street East**

**CONSTRUCTION ADMINISTRATION SERVICES**

**INTRODUCTION**

The City of Fife (CITY) has requested that David Evans and Associates, Inc. (DEA CONSULTANT) provide the CITY with professional services for the Wapato Creek culvert removal and retaining wall project.

~~construction administration services for the development of~~ This work is one element of the 70<sup>th</sup> Avenue East/ the Valley Avenue East corridor project. ~~sidewalk improvements and 28<sup>th</sup> Street East road widening project.~~ The project involves the removal of two existing culverts on 70<sup>th</sup> Avenue East in Wapato Creek and replacing them with a pre-cast cement concrete box culvert. ~~DEA has previously developed a purchase order bid package for the City who will purchase this structure prior to the construction project going to the public bid process. The project will also involve the installation of soldier pile retaining walls on 70<sup>th</sup> Avenue East to accommodate an anticipated future structure over the Union Pacific Railroad (UPRR).~~ ~~construction of a~~

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~~Federal funds are being used for the overall corridor project and federal permitting regulations have been observed and followed for the development of this work. This project however will use only local funds. approximately 3,000 lineal feet of sidewalk on one side of Valley Avenue East, half street improvements to 28<sup>th</sup> Street East, drainage swales and facilities, roadside restoration, traffic channelization and signing, retaining walls, utility conduit and structure installation, and related work.~~

~~It is anticipated that the City will open advertise the project for public bids for the project on July 31, 2008. It is anticipated that the City will award the project to a Contractor in August 2007 and award~~

~~the project on~~ contractor at the city council meeting on August 12, 2008, shortly thereafter. ~~The CITY~~ city's contractor would start construction in the summer of 2008 and complete work by November, 2008, ~~build the project in the fall of 2007.~~ It is anticipated that the construction work will be completed in approximately 8049 working days. The HPA fisheries window for work below the ordinary high water line is June 15, 2008 thru September 30, 2008.

The CITY will provide the contractor with an incentive proposal to complete some of the culvert replacement work early to minimize the time that 70<sup>th</sup> Avenue East is closed to through traffic. It is anticipated that DEA inspectors will need to work on an overtime basis during this period of time and overtime hours are included in the proposal. The overtime period will last a maximum of 17 days using 8 additional hours per day for 136 additional hours of work required for this project.

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DEA's construction administration responsibilities will end when the final pay estimate is submitted to the CITY which is anticipated to be approximately November, 2008. DEA will perform its services for the work described herein following the degree of care and skill ordinarily established by professional consultants and following the standards of the industry.

#### **GENERAL CONSTRUCTION MANAGEMENT CRITERIA**

DEA will provide the CITY with construction administration services for up to 80 working days. This will include field inspection services, construction management support, minor wetland inspection, materials inspection, construction survey support, and administrative support. DEA will prepare change orders if necessary, measure and determine materials quantities, review contractor submitted requests for information (RFI's), prepare monthly draft pay estimates, create a photo inspection log, maintain daily inspection records, and similar construction related documents.

DEA will set up a project document management system to accommodate future CITY and state audits. The management system will provide for filing of all correspondence and communications to or from DEA throughout the duration of the project. The system will file and track all documents that impact contractor payment issues for pay quantities. The system will file and track all reports, communications, and similar documents that relate to project safety, public involvement, complaints, and questions, traffic control by the contractor, wage rates, Department of Labor and Industry issues, and related project communications.

DEA's field inspector will review the project site each day work is being done by the contractor to observe the contractor's performance and determine from observation if the work is being performed in accordance with the conditions of the contract documents.

#### **TASK 1 - PROJECT MANAGEMENT**

For this project DEA~~The CONSULTANT~~ will:

- Provide professional engineering management and supervision throughout the duration of the project and monitor subconsultants scopes of services and budgets;

- Organize and attend ~~start-up~~ meeting with the ~~CITY~~ and ~~city~~ staff to review the project, its expected outcome, establish lines of communication within the ~~CITY~~, and establish an organizational structure for the inspection process.;
- Provide bi-weekly updates to the ~~CITY~~ on the status of the work being done. The update will identify tasks that must be performed by ~~DEA~~ and by the ~~CITY~~ for the upcoming two-week period to keep the project on schedule.;
- Provide project administrative services to include invoicing, project record management and project archiving. ~~DEA will p~~Prepare and submit monthly invoices to the ~~CITY~~. The invoice will, ~~if requested,~~ include a summary of the hours of work utilized during the billing period. It will include the individuals who worked on the project and the hours they spent on the project. The invoices will show labor and expenses correlated to the task numbers included herein.;
- Provide QA/QC review throughout the construction phase of the project.

**Task Deliverables:**

~~The CONSULTANT will attend one meeting with the CITY and provide meeting agenda and minutes, provide bi-weekly updates to the City, prepare and submit invoices, provide project management and oversight and engineering supervision, and perform QA/QC for the project.~~

**TASK 2 – BIDDING SERVICES**

~~This phase of work begins with the advertisement of the project for the public bidding process. The CONSULTANT will provide the CITY with assistance for the advertisement and bidding process. The CONSULTANT will prepare up to two addenda for the project. This work task includes preparation of responses to inquiries about the project from organizations on the bidder's list. The CONSULTANT will attend the bid opening, assist the CITY with the bid acceptance process and will assist the CITY with evaluating and awarding the project to a qualified bidder. The CONSULTANT will assist the CITY in reviewing documents that are required by the contract documents and submitted by the bidders for the project.~~

For this project task, the CONSULTANT will:

- ~~Provide the CITY with advertisement and bidding assistance;~~
- ~~Prepare up to two addenda for the project;~~
- ~~Attend the bid opening;~~
- ~~Assist the CITY by preparing responses to inquiries from contractors or others about the project prior to bid; and~~
- ~~Assist the CITY with the bid acceptance process, evaluating bid submittals, and awarding the project.~~

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**Task Deliverables:**

Advertisement and bidding assistance, prepare up to two addenda, prepare responses to inquiries during the bidding process, and provide assistance with evaluating bid documents.

**TASK 2.3—CONSTRUCTION ADMINISTRATION SERVICES**

The CONSULTANT will provide the City with construction management services for up to 40 working days. This will include as a minimum one full time field inspector and one part time construction manager. They will be supported by administrative staff to prepare or complete reports, meeting minutes and similar documents. Technical support will be provided to prepare change orders, review project quantities, review contractor submitted requests for information (RFI's), prepare monthly draft pay estimates and similar construction related documents. This phase of work commences upon award of the construction contract to the selected contractor.

The CONSULTANT will review documents submitted by the selected contractor as a condition of award of the project. The CONSULTANT will organize and attend a pre construction conference. The CONSULTANT will review required contractor submissions prior to the start of construction including performance and warranty bonds, insurance documents, required subcontractor submittals, the construction schedule, traffic control information, and related information.

The CONSULTANT will set up a project document management system to accommodate future city and state audits. The management system will provide for filing of all correspondence and communications to or from the CONSULTANT throughout the duration of the project. The system will file and track all documents that impact contractor payment issues for pay quantities. The system will file and track all reports, communications and similar documents that relate to project safety, public involvement, complaints, and questions, traffic control by the contractor, wage rates, Department of Labor and Industry issues, and related project communications.

The CONSULTANT will organize and conduct up to ten (10) weekly construction progress meeting and provide meeting minutes in memorandum format to the City. It is anticipated that the meetings will be two hours in duration with two hours used for meeting minutes preparation and summarization. The CONSULTANT will keep an inspector's daily report (IDR) summarizing the contractor's work, working or non working days, equipment used for the day, discussions with contractor personnel, safety issues, and other pertinent information and data regarding the project. A copy of the IDR will be sent to the City at the end of each working day.

The CONSULTANT will review the project site each day work is being performed by the Contractor to observe the Contractor's performance on the project. The CONSULTANT will determine if the work is being performed in accordance with the contract documents.

The CONSULTANT will develop up to three (3) monthly draft pay estimates based on the contractor's work progress plus one draft pre-final and one draft final pay estimate. The draft pay estimates will be based on measurements taken, weight tickets and invoices submitted by the contractor, a review of the contractor's progress schedule, and the observation of work performed by the contractor. The pay

9/14/2007

~~estimate will be submitted to the CITY with the understanding that the work has progressed to the point indicated and to the best of the CONSULTANT's knowledge, information, and belief that the quality of the work is in accordance with contract requirements and that the contractor is entitled to payment in the amount shown in the pay estimate. All draft pay estimates will be submitted to the City for final review and payment.~~

~~For this construction project DEA The CONSULTANT will initiate, review, and/or process all appropriate change orders, field directives, requests for clarifications, work or material substitutions, and other documentation affecting project scope, cost, or completion date. The CONSULTANT will:~~

- ~~1. provide applicable information~~ Issue instructions to the contractor after appropriate consultation with the CITY; Formatted: Bullets and Numbering
- ~~2. Render interpretations of the requirements of the contract documents necessary for the execution or progress of the work, provide;~~
- ~~3. Provide the CITY with copies of all written communications that is submitted to the contractor, review;~~
- ~~4. Review, approve, or otherwise take action upon the contractor's submittals, including field questions, shop drawings, and submittals of materials, equipment, test, and inspections, p;~~
- ~~5. Prepare necessary documents for processing changes in the work including plan changes, cost estimates, and reasons for change, and secure, analyze, and recommend disposition of proposals from the contractor for changes in the work, and~~
- ~~6. Obtain, review, and advise the CITY weekly of the contractor's progress schedules for conformance with the contract documents, and promptly notify the CITY and the contractor of any deviations or noncompliance.~~

~~For this project DEA task, the CONSULTANT will:~~

- ~~• Assist the CITY by~~ in reviewing documents submitted by the selected contractor prior to as a condition of award to include performance and warranty bonds, insurance documents, required subcontractor submittals, the construction schedule, traffic control information, and related information; Formatted: Indent: Left: 0.25"
- ~~• Organize and attend one pre-construction conference;~~
- ~~• Organize and conduct up to sixteen (16) weekly progress meetings with the contractor, utility representatives, subcontractors, and others and provide meeting minutes in memorandum format to the CITY. It is anticipated that the meetings will be two hours in duration with two hours used for preparing and distributing meeting minutes;~~
- ~~• Maintain an inspector's daily report (IDR) summarizing the contractor's work, working or non-working days, equipment used for the day, discussions with contractor personnel, safety issues, traffic control issues, and other pertinent information and data regarding the construction and administration of the project. A copy of the IDR will be sent to the CITY at the end of each working day;~~
- ~~• Prepare and submit a weekly construction status report to the CITY;~~

- Provide on-site inspections of the construction work for conformance or non-conformance with the contract documents;
- Measure and document construction quantities for monthly pay estimates;
- Monitor and evaluate the construction schedule for the project;
- Monitor the project for the contractor's compliance with the project's traffic control plan;
- Monitor the soldier pile wall construction work;
- Develop up to four (4) monthly draft pay estimates based on the contractor's work progress plus one draft pre-final and one draft final pay estimate. The draft pay estimates will be based on measurements taken, weight tickets and invoices submitted by the contractor, a review of the contractor's progress schedule, and the observation of work performed by the contractor. The pay estimate will be submitted to the CITY with the understanding that the work has progressed to the point indicated and to the best of DEA's knowledge, information, and belief that the quality of the work is in accordance with contract requirements and that the contractor is entitled to payment in the amount shown in the pay estimate. All draft pay estimates will be submitted to the CITY for final review and payment;
- Initiate, review, and/or process up to five change orders or field directives and submit them to the City for review and approval and maintain a log of all change orders and their costs;
- Review, respond to, and process up to five requests for clarifications, work or material substitutions, or other documentation affecting project scope, cost, or completion date; and
- Overtime hours for contractor anticipated overtime work.;

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- ☐ Organize and attend a pre-construction conference;
- ☐ Organize and attend a weekly meeting with the contractor, utility representatives, subcontractors, and others;
- ☐ Review required contractor submissions;
- ☐ Prepare an inspector's daily progress report;
- ☐ Prepare and submit a weekly construction status report to the CITY;
- ☐ Provide on-site inspections of the construction work for conformance or non-conformance with the contract documents;
- ☐ Measure and document construction quantities for monthly pay estimates;
- ☐ Prepare up to 3 monthly draft pay estimates and a final construction pay estimate;
- ☐ Monitor and evaluate the construction schedule for the project;
- ☐ Monitor the project for the contractor's compliance with the project's traffic control plan;
- ☐ Evaluate the need for change orders and submit them to the CITY for review and approval and maintain a log of all change orders and their costs; and
- ☐ Initiate, review, and/or process appropriate construction administration documents.

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**Task deliverables:**

The CONSULTANT will provide construction management for up to 40 working days. The CONSULTANT is expected to spend approximately 2/3 of the day onsite and approximately 1/3 of the day in the office. It is anticipated that the CONSULTANT will work approximately 8 hours per working day on the project site unless critical work tasks require the presence of the CONSULTANT on a longer basis. This ratio will be adjusted as necessary to provide the required inspection observations. The

~~CONSULTANT will provide contract change orders, weekly construction reports, maintain construction quantities, prepare progress pay estimates, and organize and attend a pre-construction conference.~~

#### **TASK 34—CONSTRUCTION SURVEYING**

~~DEA~~The CONSULTANT will provide construction survey support ~~staking~~ for the ~~projee~~project on a one-time basis for the contractor. Repeat ~~t-~~construction survey work will be considered extra work and will not be done unless directed to do so by the CITY. ~~The survey work is broken down into the work tasks described below.~~

For this project ~~DEA~~task, the CONSULTANT will:

- Meet with the ~~CITY~~CITY and Contractor one time to establish lines of communication and understand his/her work schedule and proposed method of operation;
- Set and maintain horizontal and vertical control as needed for ~~DEA's work for~~ CONSULTANT'S work and set 2 temporary bench marks for vertical control at locations specified by the contractor;
- Stake clearing and grubbing limits with hub and lath at approximate 100-foot intervals (inter-visible), or closer as needed at angle points;
- Stake TESC facilities to include silt fencing with hub and lath at approximate 100-foot intervals (inter-visible), or closer as needed at angle points;
- Stake ~~fill for back of sidewalk~~ 70<sup>th</sup> Avenue East with 10 foot offset stakes at 50-foot stations with cuts or fills to finish grade elevation. Cut sheets will be provided;
- Stake the ~~cement concrete box culvert structure storm drainage system and detention pond with hubs and grade guard stakes, set at each catch basin, manhole, detention tank and culverts with two reference hubs set at 10-foot and 15-foot offset positions. Stakes will be marked and cut sheets provided to identify the cut to the invert elevation of the structure~~ pipe, cut or fill to finish rim elevation and slope of pipe;
- Stake sub-grade "yellow tops" (or offset grade stakes) at 50-foot stations including high and low points;
- Stake gravel base "blue tops" at 50-foot stations including high and low points;
- Stake HMA "red tops" at 50-foot stations including high and low points;
- Stake the new Wapato Creek channel at fifty-foot stations;
- Stake hydrants to be relocated with hubs and guard stakes with two additional reference hubs set at 10-foot and 15-foot offset positions. Stakes will be marked and cut sheets will be provided to identify the cut or fill to the hydrant flange;
- Stake 2 corners for each Tacoma Public Utilities utility vault with one reference hub set at 10-foot offset positions;
- Stake 2 corners for each Qwest utility vault with one reference hub set at 10-foot offset positions;
- Stake 2 corners for each Comcast utility vault with one reference hub set at 10-foot offset positions;

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- Stake curbs, driveway approaches and transitions with hubs set at 3-foot offset to top back of curb at 50-foot intervals, including horizontal and vertical angle points, and radius points. Cut sheets will be provided to identify the cut or fill to finished grade at the top back of curb;
- Stake retaining wall(s) with hubs and grade stakes set at 50-foot intervals, and at horizontal and vertical angle points. A reference hub will be set at a 10-foot, or a more appropriate offset position as specified by the contractor. Cut or fill to finished grade will be marked and cut sheets provided to identify the finish grade elevation at the bottom and top of the wall;
- Stake street light standard base with hub and guard stake with two additional reference hubs set at 10-foot and 15-foot offset positions. Stakes will be marked and cut sheets will be provided to identify the cut or fill to the top of the light standard foundation;
- Stake easement and right-of-way lines as requested. A survey time of two days was used for estimating purposes. Additional staking of easements or right-of-way beyond this time will be considered extra work; and
- Provide survey information for the project's "record drawing" plans.

#### **CONDITIONS OF CONSTRUCTION STAKING:**

- All construction staking will be done for the Contractor on a one-time basis only. Re-staking work will be performed on a time and expense basis. Formatted: Bullets and Numbering
- No property survey work or staking of right-of-way lines that will require the filing of a Record of Survey will be done as part of this project.
- All requests for construction survey work will be presented to DEA not less than three (3) business days before completed staking of the requested item is required.
- DEA will set construction stakes, offset stakes, or hubs needed to do the construction work. The Contractor shall be fully responsible for all data, dimensions, elevations, and data measured or taken from the provided stakes or hubs.

#### **TASK 4-- WETLAND AND STREAM RELOCATION INSPECTION**

DEA will inspect the contractor's work for conformance with the requirements of the project plans and approved permits. DEA will make site visits to observe and document contractor activities as related to the wetland and stream relocation work. DEA will maintain a written record of the work observed that involves permit conditions including filed notations of any changes to the approved plan. Formatted: Left

For this project task, DEA will:

- Inspect the contractor's silt fence installation work prior to authorizing the contractor to start clearing and grubbing work; Formatted: Heading, Indent: Left: 0.25", Bulleted + Level: 1 + Aligned at: 0" + Tab after: 0.25" + Indent at: 0.25", Tab stops: 0.5", Centered
- Observe and monitor the contractor's fish salvage work for the Wapato Creek relocation task for compliance with state and federal permitting requirements; Formatted: Font: Not Bold
- Perform inspection work during the duration of the construction work and provide the contractor with professional assistance in interpreting and complying with project permitting conditions; Formatted: Font: Not Bold

- Prepare "as-built" plans of the wetland mitigation site and a report after construction in accordance with permitting conditions and submit to the DOE; and
- Prepare inspections reports after every field site inspection visit to the project.

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Work on this task will be done in conjunction with the Wetland Mitigation and Stream Relocation project and all costs for this work have been included in that project.

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Task deliverable:

The CONSULTANT will provide construction stakes and cut sheets for the project as noted above. The CONSULTANT will provide record drawing measurements for the storm drainage, water and sewer systems.

#### **TASK 55--PROJECT CLOSE-OUT**

This phase of the project will start when the construction work is complete or nearly complete. ~~DEA~~The CONSULTANT will obtain, process, and submit to the CITY/CITY items related to the closing-out of the construction project.

For this project ~~DEA~~task, the CONSULTANT will:

- Prepare a final punch list of work items yet to be satisfactorily completed by the contractor;
- Prepare "record drawings" in electronic format that correct or revise the original construction drawing incorporating changes made during construction;
- Issue substantial completion and final completion notifications to the contractor;
- Prepare a pre-final and final inspection report;
- Prepare and submit a final materials acceptance and certification report; and
- Prepare a pre-final and a final construction pay estimate for the project.

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#### **SUBCONSULTANT SERVICES** Task deliverable:

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**The CONSULTANT will provide the CITY with a pre-final and final inspection report, "record drawing" plans in electronic format, issue a substantial and final inspection report, and issue a final materials acceptance and certification document.**

#### **TASK 6--GEOTECHNICAL ASSISTANCE AND MATERIALS INSPECTION**

~~DEA~~The CONSULTANT will retain the services of a geotechnical subconsultant to assist with construction administration work on this project. Geotechnical assistance may include soils review work, soldier pile construction work, water table monitoring and de-watering work, maintain construction quality documentation for the project. The CONSULTANT will retain the services of an independent testing and materials testing and materials acceptance work, and on-call work when deemed

necessary by DEA or the CITY. ~~firm (MATERIALS FIRM) to do quality assurance work for the project. The Materials acceptance work retained materials firm's efforts, and subsequently their fees, will focus primarily on testing of Portland cement concrete (PCC), soils, gravel ballast and subgrade material, fill material, asphalt cement concrete, and related materials. The geotechnical subconsultant will also perform and asphalt concrete pavement (ACP) testing.~~

The MATERIALS FIRM will test PCC for strength, soils for in-pl in-place density, moisture, gradation, and sand equivalent testing, and ACP for gradation and density.

For this project, DEA or its retained geotechnical subconsultant the CONSULTANT will:

- Provide on-call geotechnical services;
- Perform Coordinate the efforts of a MATERIALS FIRM and arrange for material testing or analysis work;
- Maintain a quality documentation log for materials used in the project; and
- Maintain a record of contact with the contractor regarding materials compliance or non-compliance.

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#### Task deliverable:

The CONSULTANT will retain the services of a material testing and acceptance subcontractor for the project. The CONSULTANT will arrange for material testing and sampling, maintain a materials acceptance or rejection log, and notify the contractor of the materials testing results.

#### CONDITIONS OF WORK FOR CONSTRUCTION STAKING:

- All construction staking will be done for the Contractor on a one-time basis only. Re-staking work will be performed on a time and expense basis.
- No property survey work or staking of right of way lines that will require the filing of a Record of Survey will be done as part of this project.
- All requests for construction survey work will be presented to the CONSULTANT through the CITY not less than three (3) business days before completed staking of the requested item is required.
- The CONSULTANT will set construction stakes, offset stakes, or hubs needed to do the construction work. The Contractor shall be fully responsible for all data, dimensions, elevations, and data measured or taken from the provided stakes or hubs.

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#### EXCLUSIONS AND CONDITIONS

The hours of work and effort by DEA the CONSULTANT are based on a construction contract with 840 working days. If the project is delayed or the project's working days exceed this time the effort needed to provide construction inspection services by DEA the CONSULTANT will need to be expanded to accommodate the changed level of effort. The CITY CITY and DEACONSULTANT will negotiate this additional-required level of effort by DEA the CONSULTANT.

~~DEA~~The CONSULTANT shall not be responsible for construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the contractor's work, except as otherwise provided in the agreement. ~~DEA~~The CONSULTANT shall not be responsible for the contractor's failure to carry out the work in accordance with the contract documents. ~~DEA~~The CONSULTANT shall at all times endeavor to discover and guard the CITY/CITY against defects and deficiencies in the work of the contractor, but it is understood that ~~DEA~~the CONSULTANT does not not and cannot guarantee the performance of the contractor. The review of submittals will not be conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor.

~~DEA~~The CONSULTANT will advise the CITY/CITY of work that does not conform to the contract documents. When considered necessary or advisable to ensure the proper implementation of the intent of the contract documents, ~~DEA~~the CONSULTANT will advise the CITY/CITY of the need for special inspection, testing of any work, or direct CITY/CITY participation in the inspection work. ~~DEA~~The CONSULTANT may authorize, subject to the prior approval of the CITY/CITY, such special testing or inspection in accordance with the provisions of the contact documents whether or not such work be then fabricated, installed, or completed. ~~DEA~~The CONSULTANT shall have the authority to reject work that does not conform to the contract documents. ~~DEA~~The CONSULTANT shall have authority to direct the contractor to stop work when such stoppage may, in ~~DEA~~the CONSULTANT's reasonable opinion, be necessary to ensure the proper execution of the work.

#### **EXCLUSIONS AND CONDITIONS OF WORK**

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The following work tasks or conditions of work are not included in this Scope of Services Work:

1. Geotechnical Work;
2. 1. Traffic Control or development of a traffic control plan;
3. 2. Negotiations with impacted utilities that involve differences that cannot easily be resolved by ~~DEA~~the CONSULTANT;
4. 3. Attendance at public meetings or hearing;
5. 4. Negotiations of issues with adjacent property owners that cannot be easily be resolved by ~~DEA~~the CONSULTANT;
6. 5. Surveying of property lines or performing survey work that would require the filing of a Record of Survey; and
7. 6. Claims support or work involving a claim or claims by the contractor.
7. Property rights or easement acquisition. and
8. Follow-up work with either the CITY or the contractor after the one-year monitoring report has been submitted to the CITY.

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#### **SERVICES OR INFORMATION PROVIDED BY the CITY**

- Permission to access onto adjoining private properties will be obtained by the CITY.

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## PROJECT COMPLETION

~~DEA~~The CONSULTANT will be is available to begin work immediately upon authorization of this Scope of Services and will continue until the project is completed by the contractor. It is anticipated that the project will be completed in 40 working days.

## REIMBURSABLES

Reimbursable expenses will include:

- Fees for reprographics services;
- Postage and mailing;
- Materials inspection and testing services.

~~Q:\Proposal\2008\2008-026 CULVERT REMOVAL AND RETAINING WALL CONST ADMIN 052808\CULVERT REMOVAL-RETAINING WALL WORK SCOPE 052908.doc~~

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CITY OF FIFE  
CONSTRUCTION ADMINISTRATION  
WAPATO CREEK CULVERT REMOVAL AND RETAINING WALL PROJECT  
EXHIBIT A-1  
SCHEDULE OF RATES AND ESTIMATED HOURS

	A	B	C	D	E	F	G	H	I	K	L	M	O	P
		WBS CODE	Project Manager	Project Surveyor	Project Engineer	Const. Inspector	CADD Tech	Project Surveyor	2-Person Crew	Senior Scientist	Senior Landscape	Contract Admin. Support	Task Costs	Task Sums Expenses
1														
2	DAVID EVANS AND ASSOCIATES, INC													
3	3700 PACIFIC AVENUE EAST, SUITE 311													
4	TACOMA, WA. 98424	#												
5														
6	Estimate based on 80 working days with a one-year monitoring period to follow.													
7														
8	<b>TASK 1---PROJECT MANAGEMENT</b>													
9	Provide professional management and engineering supervision		40									12	\$ 8,640.00	
10	Organize and Attend Start up Meeting with City		8		8	4		4					\$ 3,300.00	
11	Provide Bi-weekly Updates on Status of Project		6		32	8							\$ 5,570.00	
12	Provide Project Administrative Services		16									48	\$ 6,480.00	
13	Provide QA/QC for the Project and respond to design issues		24										\$ 4,680.00	
14													\$	
15	<b>Total</b>		94	0	40	12	0	4	0	0	0	60	\$ 28,670.00	\$ 28,670.00
16														
17	<b>TASK 2---CONSTRUCTION ADMINISTRATION SERVICES</b>													
18	Provide direct management and supervision		112										\$ 21,840.00	
19	Assist with Reviewing Documents Submitted by the Contractor				48	22							\$ 7,500.00	
20	Organize and Attend a Pre-Construction Conference				4	6						8	\$ 1,560.00	
21	Organize and Attend Up to 16 Weekly Meetings with the Contractor/Others				12	32						8	\$ 4,820.00	
22	Maintain an Inspector's Daily Report					24						24	\$ 3,840.00	
23	Prepare Weekly Construction Status Reports to the City				24	24						16	\$ 6,040.00	
24	Provide On-site Inspection of the Construction Work				24	284							\$ 28,320.00	
25	Measure and Document Construction Quantities for Monthly Pay Estimates				8	24						40	\$ 5,880.00	
26	Monitor and Evaluate the Construction Schedule				8	8							\$ 1,640.00	
27	Monitor the soldier pile wall construction work		24			80							\$ 11,880.00	
28	Monitor the Project's Traffic Control Plan				16	4							\$ 2,200.00	
29	Prepare Up to 4 Monthly Draft Progress Pay Estimates and a Draft Final Estimate				8	16						40	\$ 5,160.00	
30	Initiate, review, and/or process up to 5 change orders or field directives				16	20						8	\$ 4,200.00	
31	Review and Process Up to 5 Requests of Clarifications				16	20						16	\$ 4,760.00	
32	Overtime hours for contractor anticipated overtime work					136							\$ 12,240.00	
33													\$	
34													\$	
35	<b>Total</b>		136	0	184	700	0	0	0	0	0	160	\$ 121,880.00	\$ 121,880.00
36														
37	<b>TASK 3---CONSTRUCTION SURVEYING</b>													
38	Meet with the City and Contractor One Time							4					\$ 480.00	
39	Establish Horizontal and Vertical Control and two (2) Temporary BM's			2				2	8				\$ 1,800.00	
40	Stake Clearing and Grubbing Limits			0				2	8				\$ 1,470.00	
41	Stake silt fence			0				2	8				\$ 1,470.00	
42	Stake Fill for 70th Avenue East at 50-Foot Stations			1				6	16				\$ 3,335.00	
43	Stake the Cement Concrete Box Culvert			3				2	8				\$ 1,985.00	
44	Stake sub-grade "Yellow Tops"			1				3	8				\$ 1,750.00	
45	Stake gravel base "Blue Tops"			1				3	8				\$ 1,750.00	
46	Stake HMA "Red Tops"			1				3	8				\$ 1,750.00	
47	Stake New Wapato Creek Channel at 50-foot Stations.			1				2	8				\$ 1,635.00	
48	Stake Retaining Walls			1				4	24				\$ 4,345.00	
49	Stake water line and appurtenances							1	4				\$ 735.00	
50	Stake Easement and Right of Way lines as Requested			1				2	8				\$ 1,635.00	
51	Provide Survey Information for "Record Drawing" Plans			1				8	16				\$ 3,585.00	
52													\$	
53	<b>Total</b>		0	13	0	0	0	44	132	0	0	0	\$ 27,665.00	\$ 27,665.00
54														
55	<b>TASK 4---WETLAND AND STREAM RELOCATION INSPECTION</b>													
56	Inspect Silt Fence Installation Prior to Authorizing Clearing and Grubbing Work												\$ -	
57	Ensure Compliance with State and Federal Permitting Requirements												\$ -	
58	Perform Inspection & Provide Assistance in Complying w/ Permitting Conditions												\$ -	
59	Submit a Report and As-Built plans of Wetlands at the Mitigations Site												\$ -	
60	Prepare Inspection Reports After Field Site Inspection												\$ -	
61	(Costs for this work included in Wetland Mitigation and Stream Relocation project)												\$ -	
62	<b>Total</b>		0	0	0	0	0	0	0	0	0	0	\$ -	\$ -
63														
64	<b>TASK 5---PROJECT CLOSE-OUT</b>													
65	Prepare a Final Punch List of Work Items		4		16	16						8	\$ 4,620.00	
66	Prepare "Record Drawings" in Electronic Format		2		8	8	32	4	32				\$ 10,330.00	
67	Issue Substantial Completion and Final Completion Notifications				8	8						2	\$ 1,780.00	
68	Prepare a Pre-Final and Final Inspection Report				4	16	16					8	\$ 4,620.00	
69	Prepare and Submit a Final Materials Acceptance and Certification Report				2	8	8					4	\$ 2,310.00	
70	Prepare a Pre-Final and Final Construction Pay Estimate				2	8	8					24	\$ 3,710.00	
71	<b>Total</b>		14	0	64	64	32	4	32	0	0	46	\$ 27,370.00	\$ 27,370.00
72														
73	<b>TASK 6---BLANK</b>													
74													\$ -	
81	<b>Total</b>		0	0	0	0	0	0	0	0	0	0	\$ -	\$ -
92														
93	Total Hours		244	13	288	776	32	52	164	0	0	266		
94	Rate		\$ 195.00	\$ 165.00	\$ 115.00	\$ 90.00	\$ 90.00	\$ 115.00	\$ 155.00	\$ 105.00	\$ 80.00	\$ 70.00		
95	Labor		47,580.00	2,145.00	33,120.00	69,840.00	2,880.00	5,980.00	25,420.00	-	-	18,620.00	\$ 205,585.00	\$ 205,585.00
96														
97														
98	Geotechnical assistance and materials testing													\$ 25,000.00
99	Archaeological Support													\$ 2,000.00
100														
101														
102	<b>CONTINGENCIES/EXTRA WORK</b>													\$ 3,000.00
103														
104	<b>EXPENSES</b>													
105	Reproduction, Postage, Express Delivery													\$ 500.00
106	Mileage													\$ 200.00
107	Laser scanning equipment													\$ 1,600.00
108	<b>TOTAL PROJECT COST</b>													\$ 237,885.00
109														
110														
111														
112														

CITY OF FIFE  
CONSTRUCTION ADMINISTRATION  
WAPATO CREEK CULVERT REMOVAL AND RETAINING WALL PROJECT  
EXHIBIT A-1  
SCHEDULE OF RATES AND ESTIMATED HOURS

A	B	C	D	E	F	G	H	I	K	L	M	O	P
	WBS CODE	Project Manager	Project Surveyor	Project Engineer	Const. Inspector	CADD Tech	Project Surveyor	2-Person Crew	Senior Scientist	Senior Landscape	Contract Admin. Support	Task Costs	Task Sums Expenses
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6	Estimate based on 80 working days with a one-year monitoring period to follow.												
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8	<b>TASK 1--PROJECT MANAGEMENT</b>												
9	Provide professional management and engineering supervision	40									12	\$ 8,640.00	
10	Organize and Attend Start up Meeting with City	8		8	4		4					\$ 3,300.00	
11	Provide Bi-weekly Updates on Status of Project	6		32	8							\$ 5,570.00	
12	Provide Project Administrative Services	16									48	\$ 6,480.00	
13	Provide QA/QC for the Project and respond to design issues	24										\$ 4,680.00	
14												\$ -	
15	<b>Total</b>	94	0	40	12	0	4	0	0	0	60	\$ 28,670.00	\$ 28,670.00
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17	<b>TASK 2--CONSTRUCTION ADMINISTRATION SERVICES</b>												
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22	Maintain an Inspector's Daily Report				24						24	\$ 3,840.00	
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26	Monitor and Evaluate the Construction Schedule			8	8							\$ 1,640.00	
27	Monitor the soldier pile wall construction work	24			80							\$ 11,880.00	
28	Monitor the Project's Traffic Control Plan			16	4							\$ 2,200.00	
29	Prepare Up to 4 Monthly Draft Progress Pay Estimates and a Draft Final Estimate			8	16						40	\$ 5,160.00	
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32	Overtime hours for contractor anticipated overtime work				136							\$ 12,240.00	
33												\$ -	
34												\$ -	
35	<b>Total</b>	136	0	184	700	0	0	0	0	0	160	\$ 121,880.00	\$ 121,880.00
36													
37	<b>TASK 3--CONSTRUCTION SURVEYING</b>												
38	Meet with the City and Contractor One Time						4					\$ 460.00	
39	Establish Horizontal and Vertical Control and two (2) Temporary BM's			2			2	8				\$ 1,800.00	
40	Stake Clearing and Grubbing Limits			0			2	8				\$ 1,470.00	
41	Stake silt fence			0			2	8				\$ 1,470.00	
42	Stake Fill for 70th Avenue East at 50-Foot Stations			1			6	16				\$ 3,335.00	
43	Stake the Cement Concrete Box Culvert			3			2	8				\$ 1,965.00	
44	Stake sub-grade "Yellow Tops"			1			3	8				\$ 1,750.00	
45	Stake gravel base "Blue Tops"			1			3	8				\$ 1,750.00	
46	Stake HMA "Red Tops"			1			3	8				\$ 1,750.00	
47	Stake New Wapato Creek Channel at 50-foot Stations.			1			2	8				\$ 1,635.00	
48	Stake Retaining Walls			1			4	24				\$ 4,345.00	
49	Stake water line and appurtenances						1	4				\$ 735.00	
50	Stake Easement and Right of Way lines as Requested			1			2	8				\$ 1,635.00	
51	Provide Survey Information for "Record Drawing" Plans			1			8	16				\$ 3,565.00	
52												\$ -	
53	<b>Total</b>	0	13	0	0	0	44	132	0	0	0	\$ 27,665.00	\$ 27,665.00
54													
55	<b>TASK 4--WETLAND AND STREAM RELOCATION INSPECTION</b>												
56	Inspect Silt Fence Installation Prior to Authorizing Clearing and Grubbing Work											\$ -	
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58	Perform Inspection & Provide Assistance in Complying w/ Permitting Conditions											\$ -	
59	Submit a Report and As-Built plans of Wetlands at the Mitigations Site											\$ -	
60	Prepare Inspection Reports After Field Site Inspection											\$ -	
61	(Costs for this work included in Wetland Mitigation and Stream Relocation project)											\$ -	
62	<b>Total</b>	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -
63													
64	<b>TASK 5--PROJECT CLOSE-OUT</b>												
65	Prepare a Final Punch List of Work Items	4		16	16						8	\$ 4,620.00	
66	Prepare "Record Drawings" in Electronic Format	2		8	8	32	4	32				\$ 10,330.00	
67	Issue Substantial Completion and Final Completion Notifications			8	8						2	\$ 1,780.00	
68	Prepare a Pre-Final and Final Inspection Report	4		16	16						8	\$ 4,620.00	
69	Prepare and Submit a Final Materials Acceptance and Certification Report	2		8	8						4	\$ 2,310.00	
70	Prepare a Pre-Final and Final Construction Pay Estimate	2		8	8						24	\$ 3,710.00	
71	<b>Total</b>	14	0	64	64	32	4	32	0	0	46	\$ 27,370.00	\$ 27,370.00
72													
73	<b>TASK 6--BLANK</b>												
74													
81	<b>Total</b>	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -
92													
93	Total Hours	244	13	288	776	32	52	164	0	0	266		
94	Rate	\$ 195.00	\$ 165.00	\$ 115.00	\$ 90.00	\$ 90.00	\$ 115.00	\$ 155.00	\$ 105.00	\$ 80.00	\$ 70.00		
95	Labor	47,580.00	2,145.00	33,120.00	69,840.00	2,880.00	5,980.00	25,420.00	-	-	18,620.00	\$ 205,585.00	\$ 205,585.00
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98	Geotechnical assistance and materials testing												\$ 2,000.00
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100													
101													
102	<b>CONTINGENCIES/EXTRA WORK</b>												
103													
104	<b>EXPENSES</b>												\$ 500.00
105	Reproduction, Postage, Express Delivery												\$ 200.00
106	Mileage												\$ 1,600.00
107	Laser scanning equipment												\$ 237,885.00
108	<b>TOTAL PROJECT COST</b>												
109													
110													
111													
112													

**MEMORANDUM**  
**For Meeting of August 12, 2008**

TO: Mayor and Councilmembers  
 THROUGH: Steve Worthington, City Manager  
 FROM: Russ Blount, PW Director  
 SUBJECT: **Resolution 1229** – Approving purchase of real property from William L. Schlumpf for right of way and utilities purposes

**REPORT IN BRIEF:** Request Council approval of Resolution 1229 authorizing execution of a purchase and sale agreement with \$17,800.00 for acquisition of property necessary for construction of the proposed culvert replacement over Wapato Creek on 70<sup>th</sup> Avenue East.

**BACKGROUND:** The reconstruction of 70<sup>th</sup> Avenue East requires that the existing culvert over Wapato Creek be replaced. Also, a grade separation over the UPRR tracks is proposed and is identified as Phase 3 of the 70<sup>th</sup>/Valley Corridor Project. Because of these two projects, additional right of way is required from the property owned by William L. Schlumpf.

**ATTACHMENTS:** Resolution 1229, legal description, and map

**DISCUSSION:** The Wapato Creek Culvert Replacement Project is ready to be awarded and the property owned by William L. Schlumpf is necessary for headwall construction and grading near to the new culvert installation. Since the City needed to negotiate the acquisition of right-of-way for the culvert work it was appropriate to also acquire the right-of-way for the future railroad grade separation to avoid duplicating the process, thus reducing the total cost to the public. A proper appraisal of the required right-of-way was conducted and followed by an appraisal review.

Because the property is a simple strip of land and the purchase can close very soon after Council approval, no formal purchase and sale agreement was executed.

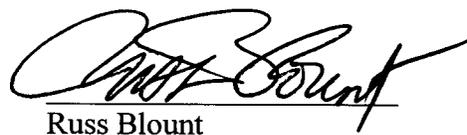
**FISCAL IMPACT:** The sale agreement negotiated a purchase price of \$17,800.00 for the subject rights of way and easements. The expense will be paid by local funds from the Street Construction Fund. This amount will count as local match towards federal grants on the 70<sup>th</sup>/Valley Corridor Project.

**ALTERNATIVE COURSES OF ACTION:**

1. Approve Resolution 1229 as written.
2. Amend Resolution 1229, then approve as amended.
3. Decline to approve Resolution 1229.

**RECOMMENDATIONS:** Approve Resolution 1229 as written.

**SUGGESTED MOTION:** Motion to Approve Resolution 1229.



Russ Blount  
 Public Works Director

Approved for Agenda



Steve Worthington  
 City Manager

RESOLUTION NO. 1229

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
FIFE, PIERCE COUNTY, WASHINGTON AUTHORIZING THE  
CITY MANAGER TO PURCHASE A PORTION OF TAX  
PARCEL NO. 0420181025 FROM WILLIAM L. SCHLUMPF

WHEREAS, it is necessary for the City to acquire a portion of the property located at 3418  
70<sup>th</sup> Avenue East, tax parcel no. 0420181025, described in Exhibits A and B attached hereto, for the  
70<sup>th</sup> and Valley Road Improvement Project; and

WHEREAS, the City Attorney has negotiated a purchase of the portion from the owner  
William L. Schlumpf for a total of \$17,800.00, which constitutes just compensation based on the  
City's appraisal; now, therefore

BE IT RESOLVED that the City Council hereby authorizes the City Manager to purchase  
the property described in Exhibits A and B attached hereto from William L. Schlumpf for the sum  
\$17,800.

ADOPTED by the City Council at an open public meeting held on the \_\_\_th day of August,  
2008.

\_\_\_\_\_  
Barry Johnson, Mayor

Attest:

\_\_\_\_\_  
Steve Marcotte, City Clerk

EXHIBIT 'A'  
RIGHT-OF-WAY ACQUISITION  
PIERCE COUNTY TAX PARCEL NUMBER 0420181025

THE EASTERLY 15.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE W.M., CITY OF FIFE, PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION SUBDIVISION; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION SUBDIVISION 440.72 FEET TO THE POINT OF BEGINNING; THENCE WEST 237 FEET; THENCE NORTH 100 FEET; THENCE EAST 237 FEET TO THE EAST LINE OF SAID SECTION SUBDIVISION; THENCE SOUTH ALONG SAID EAST LINE 100 FEET TO THE POINT OF BEGINNING; EXCEPT THE EAST 30 FEET THEREOF FOR 70<sup>TH</sup> AVENUE EAST.

CONTAINING 1,500 SQUARE FEET OR 0 .03 ACRES MORE OR LESS

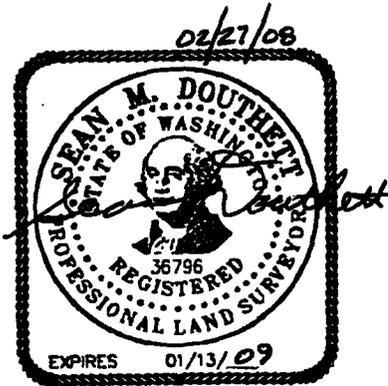
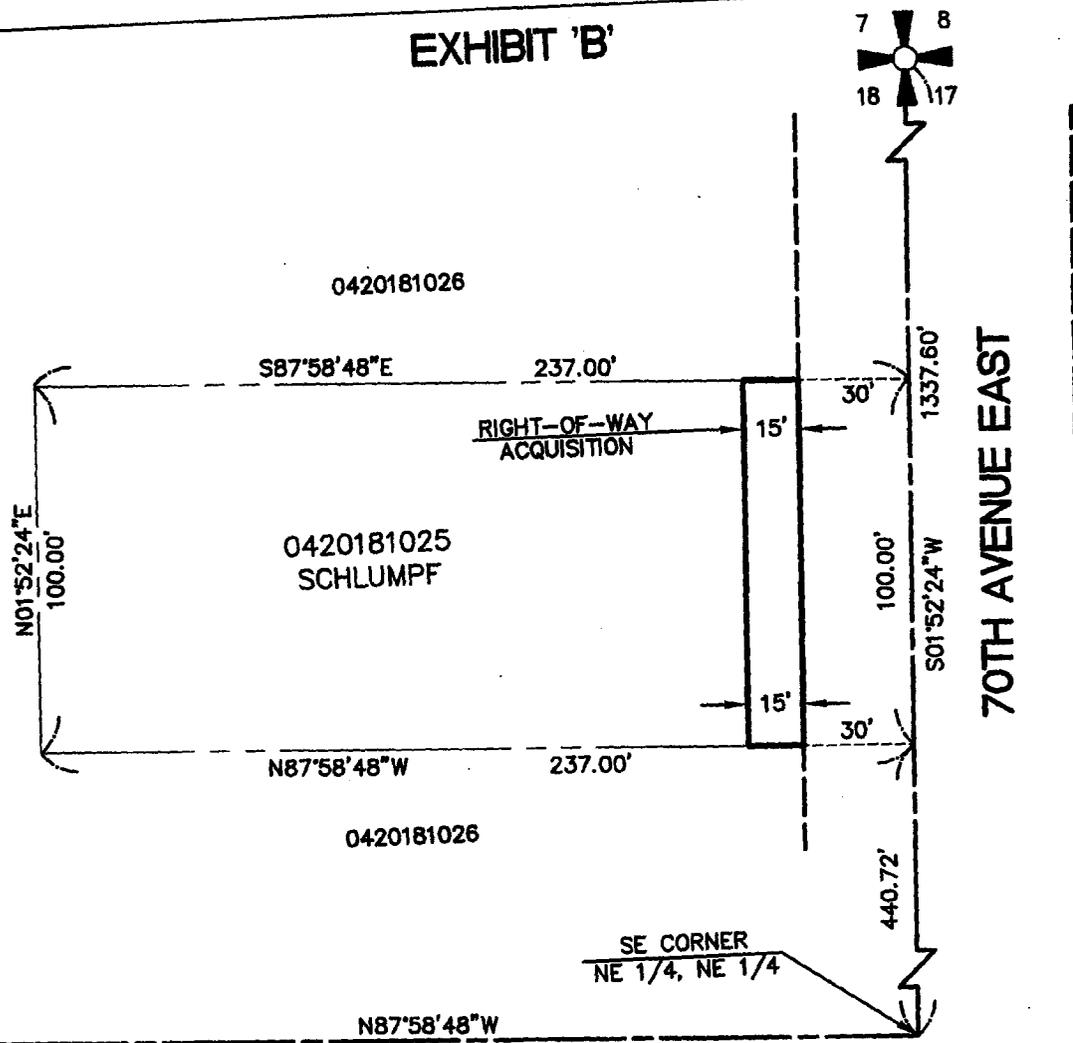
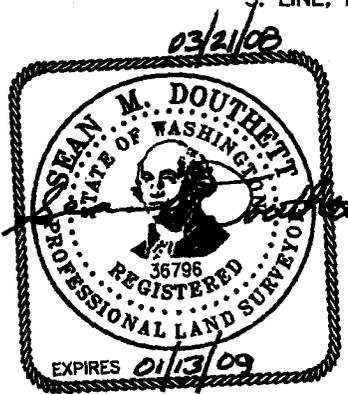


EXHIBIT 'B'



70TH AVENUE EAST

SE CORNER  
NE 1/4, NE 1/4



**DAVID EVANS  
AND ASSOCIATES INC.**  
3700 Pacific Hwy. East, Suite 311  
Tacoma Washington 98424  
Phone: 253.922.9780

PROJECT	<b>RIGHT-OF-WAY ACQUISITION EXHIBIT FOR:</b>						SHEET <b>1</b> OF <b>1</b>
TITLE	<b>WILLIAM L. SCHLUMPF</b>						
	<b>PIERCE COUNTY TAX PARCEL NO. 0420181025</b>						
DWG. REF.	PROJECT	SCALE	DRAWN BY	DESIGN BY	APPROVED BY	AMENDMENT NO.	DATE
	FIFE0062	1"=50'	MJC	---	SMD	0.0	03-19-08

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**MEMORANDUM  
For Meeting of August 12, 2008**

**TO:** Mayor and Councilmembers  
**THROUGH:** Steve Worthington, City Manager  
**FROM:** Russ Blount, Public Works Director  
**SUBJECT:** **Resolution 1230** – Authorize Supplement #2, to a contract with Robinson Engineers, LLC for Design of Improvements to 20<sup>th</sup> Street East from 54<sup>th</sup> Avenue East and 63<sup>rd</sup> Avenue East

**REPORT IN BRIEF:** The proposed amendment will expand the scope of work and budget to the existing design services contract with Robinson Engineers, LLC on the 20<sup>th</sup> Street East Improvement Project, for redesign to the new street standards adopted by the City Council on July 22, 2008.

**BACKGROUND:** The City of Fife received a Transportation Improvement Board grant for the 20<sup>th</sup> Street East Improvement Project in November of 2003 in the amount of \$3,020,499. The proposed 20<sup>th</sup> Street East project was to widen the roadway to three continuous lanes between 54<sup>th</sup> Avenue East to 63<sup>rd</sup> Avenue East and four lanes at the 54<sup>th</sup> Avenue East intersection. Resolution No.888-04 authorized a design services contract with AHR Civil Engineers and Land Surveyors (now Robinson Engineers, Inc.) and was followed up with Resolution No. 1089-07 that amended the original contract to cover an expanded work scope. Then a supplement to the contract was approved on March 11, 2008 through Resolution 1188 that expanded the work scope to implement cost saving design recommendations from the Value Engineering Study completed in May of 2007, a new water line on 63<sup>rd</sup> Avenue, and more involved utility coordination.

During the past several months, the City has deliberated over a new Town Center design concept for this section of 20<sup>th</sup> Street East and adopted the concept, with second reading of Ordinance 1674 on July 22, 2008. Redesign work to conform to the new standard is not in the existing contract work scope. Also, the issue of compensatory storage for the project on the Gathering Place property will result in additional design work to develop the grading plan and coordination with WSDOT. Another task is the provision of support services for the public involvement that would be associated with the project.

**ATTACHMENTS:** Resolution 1230, proposed Supplement 2 work scope and budget estimate.

**DISCUSSION:** As stated above, the scope of the subject project has changed with redesigns and new work items. A work scope and budget have been prepared to amend the 20<sup>th</sup> Street design contract and incorporated into Supplement #2. The proposed contract supplement has a total budget amount of \$179,477.50 with the public involvement task included. Without this task, the supplement cost is \$156,677.50.

**FISCAL IMPACT:** The Council adopted a 2008 budget that included \$150,000 for design work on the 20<sup>th</sup> Street East Improvement Project and was increased to \$400,000 through a budget adjustment. Supplement #2 will affect the budget but may not exceed the amount expended in 2008. The design costs are eligible for TIB grant reimbursement. The grant will pay up to 65.8% of the expenses.

**ALTERNATIVE COURSES OF ACTION:**

1. Approve Resolution 1230 as drafted.
2. Amend Resolution 1230, and then approve the amended resolution.
3. Decline to approve Resolution 1230.

**RECOMMENDATIONS:** Approve Resolution 1230 as drafted.

**SUGGESTED MOTION:** Motion to approve Resolution 1230.



Russ Blount  
Public Works Director

Approved for Agenda:



Steve Worthington  
City Manager

RESOLUTION NO. 1230

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON AUTHORIZING SUPPLEMENT #2 TO THE CONTRACT WITH ROBINSON ENGINEERS, LLC FOR DESIGN SERVICES OF IMPROVEMENTS TO 20<sup>TH</sup> STREET EAST FROM 54<sup>TH</sup> AVENUE EAST TO 63<sup>RD</sup> AVENUE EAST

WHEREAS, the widening and reconstruction of 20<sup>th</sup> Street East from 54<sup>th</sup> Avenue East to 63<sup>rd</sup> Avenue East, is a high priority project in the City of Fife Transportation Improvement Program; and

WHEREAS, the City of Fife received a \$3,020,499 grant from the Transportation Improvement Board of which \$664,641 was obligated for the Design Phase; and

WHEREAS, Resolution No. 888-04 awarded a contract of \$110,000.00 with AHR Civil Engineers and Land Surveyors (purchased by Robinson Engineers, LLC in March of 2006) to perform preliminary design services on the project and amended by Resolution No. 1089-07 and Resolution 1188 that expanded the work scope and increased the budget to a total contract amount of \$707,830.00; and

WHEREAS, recent significant project changes and new tasks require a supplemental work scope for additional design services in the amount of \$179,477.50 and this cost is eligible for TIB reimbursement; now, therefore

BE IT RESOLVED that the City Manager is hereby authorized to execute a Supplement #2 to the contract with Robinson Engineers, LLC that incorporates a supplemental preliminary engineering work scope for improvements to 20<sup>th</sup> Street East from 54<sup>th</sup> Avenue East to 63<sup>rd</sup> Avenue East for a new total contract fee not to exceed \$887,307.50.

ADOPTED by the City Council at an open public meeting held on the 12<sup>th</sup> day of August, 2008

---

Barry D. Johnson, Mayor

Attest:

---

Steve Marcotte, City Clerk

RESOLUTION NO. 1230

Page 1 of 1

**SECOND AMENDMENT TO  
CITY OF FIFE AND FIFE HISTORICAL SOCIETY  
FACILITIES USE AGREEMENT**

**ORIGINAL**

This Amendment is dated for reference purposes the 8 day of April, 2008, and is entered into by the Fife Historical Society, a Washington non-profit corporation ("Historical Society"), and the City of Fife, a Washington municipal corporation ("City").

The Facilities Use Agreement between the City and the Historical Society, dated April 8, 2003 is hereby amended as follows:

1. The City agrees to provide supplemental funding to The Fife Historical Society of not less than \$50,000.00 per year for calendar years 2008, 2009, 2010, 2011, and 2012. This amount shall be paid in equal payments on or before April 15<sup>th</sup>, July 15<sup>th</sup>, October 15<sup>th</sup> of each year, with the final quarterly payment being made by Jan 15<sup>th</sup> of the following year.

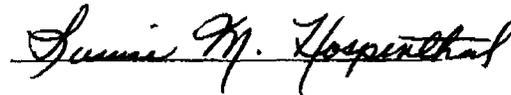
This amendment modifies the Facilities Use Agreement described above and is being entered into pursuant to paragraph seven of said agreement. Unless specifically modified by this amendment, all other terms of the agreement and the amendment dates August 9<sup>th</sup>, 2005 shall remain in full force and effect.

CITY:

HISTORICAL SOCIETY



Steve Worthington, City Manager



Louise Hospenthal, President

ATTEST



Pat Reed, Secretary

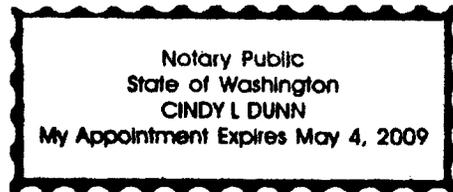
STATE OF WASHINGTON )

) ss

County of Pierce )

I certify that I know or have satisfactory evidence that Louise Hospenthal and Pat Reed are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath, stated that they were authorized to execute the instrument and acknowledged it as the president and Secretary of Fife Historical Society to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: May 28, 2008.



Cindy L. Dunn

NOTARY PUBLIC

Print Name: Cindy L. Dunn

My appointment expires: May 4, 2009



**ROBINSON ENGINEERS, LLC**  
CIVIL ENGINEERS & LAND SURVEYORS



## **SUPPLEMENTAL SCOPE OF WORK #2**

City of Fife

20<sup>th</sup> Street East Improvements

52<sup>nd</sup> Ave. E. to 63<sup>rd</sup> Ave E. Including intersection improvements  
at 54<sup>th</sup> Ave. E.

Preliminary design and Engineering for ROW Acquisition

The following revised scope of work is an amendment to the previous City Contract executed on January 12, 2007 with Robinson Engineers, LLC for the 20<sup>th</sup> Street E Road Improvement Project. The revision to the scope of work is needed to allow for two changes. The first is for revised roadway sections connected with the development of the City of Fife Town Center Project, which provides for on-street parking, multi modal use, and pedestrian amenities.

The typical sections that have been identified by the City include:

- 52<sup>nd</sup> to 56<sup>th</sup> Avenues East- 5 lanes, 5-foot sidewalks and widened outside lanes for a class 3 bicycle route.
- 56<sup>th</sup> to 58<sup>th</sup> Avenues East – 3 lanes, 2-5foot bicycle lanes and widened sidewalks with the possibility of parking on one side of the roadway.
- 58<sup>th</sup> to end of project – 2 lanes, 2-5 foot bicycle lanes and widened sidewalks and parking along both sides of the roadway.

Additional intersection improvements are to be provided at 54<sup>th</sup>, 58<sup>th</sup>, and 62<sup>nd</sup> Avenues East intersections with 20<sup>th</sup> St. E. to allow for the installation left turn lanes at the intersection. Other project wide improvements to be provided included: landscape planters, mid-block pedestrian crossings, bulb-out intersections, lighting, utility undergrounding, drainage, channelization, urban amenities and other improvements. . Low impact development techniques are to be incorporated into the project to the extent possible.

The second revised scope includes new work based on ongoing discussions with the Washington State Department of Transportation (WSDOT) regarding the development of the City of Fife Gathering Place properties for flood plain compensatory storage and their acquisition by WSDOT. New work resulting from these discussions includes development of a temporary grading plan for the properties to provide required compensatory storage for the project and assistance with coordinating permanent floodplain improvements with WSDOT.

All provisions of the original agreement remain in force unless modified by this amendment. Specific Phase I Project Tasks requiring additional work and new work items resulting from the revision in the cross section and additional improvements to be installed include:

### **Task 1      MANAGEMENT/COORDINATION/ADMINISTRATION**

Additional effort is required to provide continuous project management and administration, subconsultant oversight, prepare billings and progress reports, and for coordination with City staff during execution of the project.

**Task 3 UTILITY COORDINATION/DESIGN**

Additional effort is required to coordinate utility relocations as a result of the revised roadway cross section to ensure consistency with the proposed layout of sidewalks and urban amenities.

**Task 4 STORMWATER MANAGEMENT**

Additional effort is required to complete the preliminary design of stormwater facilities as a result of the revised roadway cross section and increased impervious areas. New items resulting from the revised project include:

- 4.7 Research and analyze types of Low Impact Development (LID) techniques that can be incorporated into the design of the project to reduce stormwater impacts. Techniques include: biofiltration, pervious pavements, infiltration, rain garden planter areas and other methods currently approved and under review by the Department of Ecology for inclusion in the Stormwater Management Manual for Western Washington.
- 4.8 Coordinate and develop preliminary temporary grading plans necessary to provide flood plain and compensatory storage for the 20<sup>th</sup> Street East corridor. Designed improvements are to be consistent with ongoing discussions with WSDOT on the City's Gathering Place properties east of the project site. Specific tasks include:
  - 4.8.1 Coordinate design of the improvements with City and WSDOT staff.
  - 4.8.2 Determine wetland, stream, buffer and other design and other items impacting design of the temporary grading plan. Incorporate items into existing base maps for the Gathering Place.
  - 4.8.3 Develop a conceptual grading plan that maximizes available flood storage on available areas pending construction of permanent improvements by WSDOT.
  - 4.8.4 Provide assistance in preparing agreements with WSDOT for use of the property and for agreements with private property owners.
- 4.9 Provide technical support and assistance in coordinating permanent flood plain and compensatory storage on the Gathering Place Properties. WSDOT is currently lead agency on the development of a final grading and compensatory storage plan that addresses compensatory storage along the entire 20<sup>th</sup> Street East Corridor (east of 54<sup>th</sup> Avenue E) as part of their SR-167 property acquisition from the City.

**Task 5 ENVIRONMENTAL APPROVALS/PERMITS/STUDIES**

Additional effort is required for the preparation of a SEPA checklist and determining required local, state and federal approvals/permits necessary to construct the planned improvements, as a result of providing temporary flood plain compensatory storage on the Gathering Place properties. New subtask items resulting from the revised project include:

- 5.4 Conduct sensitive areas studies in the area of the Gathering Place to determine the location of streams and wetlands to be avoided during preparation of a grading plan for the project.

**Task 6 ALTERNATIVE IDENTIFICATION AND ANALYSIS**

Additional effort is required to complete the alternative analysis as a result of the changes in the project. Specific revisions include revising channelization to reflect the use of turn pockets, bulb-outs at intersections and crosswalks and on-street parking, geotechnical investigations for determining the feasibility of LID methods, determining driveway locations and access

restrictions along the roadway, determining right-of-way requirements, coordinating transit improvements, determine the location of type of structural improvements, and landscaping along the project. New items resulting from the revised project include:

- 6.16 Assist in the selection of urban amenities to be provided on the project and other Town Center projects. Possible amenities along the corridor include: benches, transit shelters, sit walls, sidewalk treatments (scoring and the use of colored or alternative paving materials), bollards, areas for public art, information kiosks, tree grates, trash cans and other corridor-wide pedestrian improvements. Specific sub tasks include:
  - 6.16.1 Identifying possible locations for the installation of urban amenities and improvements to prevent conflicts with other road and private improvements along the project.
  - 6.16.2 Providing research and assistance in the selection of the specific urban amenities to be installed.
  - 6.16.3 Developing draft specifications and typical details for use by other public and private developments along the corridor. Final specifications and details are to be provided during Phase II of the project.
  - 6.16.4 Assessing annual maintenance and operation costs.

***Task 7 DESIGN REPORT PREPARATON***

Additional effort is required to address changes in the project during preparation of a Design Report for the project. Specific areas of the report requiring additional work include: Design Standards, Roadway Improvements, Illumination Improvements, Stormwater Improvements, Channelization, Utility Relocations, Landscaping and/or amenities, and Cost Estimates.

***Task 8 RIGHT OF WAY ACQUISTION PLANS AND ACQUISTION SERVICES***

Additional effort is required to complete right of way plans, legal descriptions and for providing technical assistance during negotiations as a result of the project revisions.

***Task 9 PRELIMINARY PLANS***

Additional effort is necessary to complete preparation of preliminary plans as a result of changes in the project. Additional plan preparation will be required for the preparation of preliminary plans: Typical Sections including Edge Conditions, retaining wall plans and profiles, site preparation plan, plan and profile sheets, intersection detail sheets, landscape plans and details, illumination and decorative lighting plans and channelization plans and details. New subtask items resulting from the revised project include:

- 9.13 Sidewalk layout and urban amenities plans and details. Prepare plan view drawings of the location of urban amenities to be installed on the project including the use of sidewalk texture of color treatments to be provided.
- 9.14 Prepare Temporary Compensatory Storage Grading plan for the project.

***Task 10 PUBLIC INVOLVEMENT (New item)***

Assist the City in conducting a public involvement program for the project. Specific Tasks include:

- 10.1 Assist in conducting two Public Open House meetings. Meetings are to be held at the completion of draft design report, and prior to being presented to the Planning

Commission. The second meeting will be held at the completion of preliminary design prior to the start of property acquisition. The purpose of the meetings is to allow the general public an opportunity to comment and provide input on the general design of the project and to allow specific issues affecting their property to be considered by the Design Team. Specific Tasks include:

- 10.1.1 Prepare exhibits including strip map, plan and profiles, typical sections, representative example of urban amenities to be installed and other information based on work done for the Design Report.
- 10.1.2 Meet with City staff in preparation of the open houses to discuss required exhibits.
- 10.1.3 Attend the public open house meetings.
- 10.1.4 Prepare a meeting summary.
- 10.2 Assist City staff in preparation of exhibits and other materials required for presentation at Council and Planning Commission meetings concerning the design of the project. Attend council and Planning Commission meetings as requested by the city.





**MEMORANDUM**  
**For the Meeting of August 12, 2008**

TO: Honorable Mayor and City Council  
FROM: Carl Durham, Acting Community Development Director  
THROUGH: Steve Worthington, City Manager  
SUBJECT: Resolution #1196 – Community Mixed Use Zone Enhancement Agreement with KHS&S Contractors and the City of Fife

**REPORT IN BRIEF:** Resolution #1196, if approved by Council, would authorize the City Manager to execute the “Community Mixed-Use Zone Enhancement Agreement with KHS&S Contractors. The purpose of this agreement is compensate developers of the KHS&S building for their additional costs associated with redesign of the building to meet the intent and regulations of the new Community Mixed-Use Zone (CMU). An agreement is necessary since this development is vested under the former Community Commercial zone and staff has worked with the developer to redesign the project so that it is consistent with the Council’s vision for a more community-scale, pedestrian-oriented area along 20<sup>th</sup> Street E. The proposed agreement is shown as Attachment 1 following this report and Resolution #1196. The agreement includes a rendering of the proposed new site plan.

**BACKGROUND:** In November of 2007, the City issued a final SEPA determination and received a complete building permit application for the KHS&S Building; a proposed two-story office building, totaling 16,833 square feet, to be located at 6313 20<sup>th</sup> Street East. The building is intended to be the office headquarters of KHS&S Contractors, with additional office space intended for lease. The site plan as originally proposed contained a parking lot between 20<sup>th</sup> Street and the building, which is not consistent with providing a pedestrian-oriented space along 20<sup>th</sup> by orienting the building up near the property line and sidewalk. The KHS&S development was vested prior to the time of adoption of the new CMU zone in November of 2007. Therefore, staff began discussions with the developer on seeking compliance with the new zone. Those discussions have led to the proposed agreement.

**DISCUSSION AND FINDINGS:** The City Council has expended significant time and staff resources to establish a new vision for a pedestrian-oriented district along the 20<sup>th</sup> Street East corridor. Significant actions taken to date include the following:

2006: Adoption of Comprehensive Plan Goal 14 – “Encourage the development of a downtown area as a center of commercial, civic, cultural and recreational activities”.

2007: Adoption of Ordinance No. 1635: transportation impact fee discount program to give discounts to encourage developments along 20<sup>th</sup> Street East that are “community scale” retail and services.

2007: Adoption of Ordinance No. 1654: Community Mixed-Use zone in the 20<sup>th</sup> Street East corridor (FMC 19.42.025), to encourage “a new focal point of community activity and an integration of living, work, shopping and recreation activities..”.

The KHS&S building will be a prominent structure on 20<sup>th</sup> Street East for many years to come. It is likely to be the first significant new building permitted on 20<sup>th</sup> Street since the adoption of the CMU zone. It is important that the City take this opportunity to begin the implementation of the Council’s vision for this street and for this building to exemplify the new design expectations for this area. The developers of the KHS&S building are willing to meet the requirements of the new pedestrian-oriented zone if they do not incur additional costs. This agreement is intended to compensate them

for those costs. An additional benefit of this agreement is that the frontage improvements will be done as part of the City's planned improvements along 20<sup>th</sup> Street; therefore ensuring the maximum consistency and compatibility of the KHS&S frontage improvements with the overall City improvements.

**FISCAL IMPACT:** The agreement commits the City to construct the frontage improvements along 20<sup>th</sup> Street that would have otherwise been required to be constructed by the Owner and KHS&S pursuant to the City's Development Standards. The City will receive some additional taxes and fees due to construction and operation of the development. The 20<sup>th</sup> Street improvements are largely budgeted for through a combination of grants and impact fees.

**STAFF RECOMMENDATION:** Approve this Development Agreement, as it is consistent with the Comprehensive Plan Goal 14, Ordinance No. 1635 and Ordinance No. 1654 and the Council's vision for a pedestrian oriented corridor along 20<sup>th</sup> Street East that encourages a center of commercial, civic, and recreational activity.

**ALTERNATIVE COURSES OF ACTION:**

1. Approve the agreement as shown.
2. Approve the agreement with amendments.
3. Do not approve the agreement.

**RECOMMENDATION:** I move that the City Council approve Resolution #1196, authorizing the City Manager to execute the "Community Mixed Use Zone Enhancement Agreement between the City of Fife and the owners of the proposed KHS&S building.

---

Carl Durham  
Acting Community Development Director



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Approved for Agenda:  
Steve Worthington, City Manager

RESOLUTION NO.1196

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON APPROVING THE COMMUNITY MIXED USE ZONE ENHANCEMENT AGREEMENT BETWEEN THE CITY OF FIFE, FIFE 20<sup>TH</sup> STREET LLC AND KEENAN, HOPKINS, SUDER & STOWELL CONTRACTORS, INC. AND AUTHORIZING ITS SIGNING BY THE CITY MANAGER

WHEREAS, the City has, in its Comprehensive Plan, and related documents, set forth its intent to develop a pedestrian oriented mixed use corridor along 20<sup>th</sup> Street East. The City has designated the development of the pedestrian oriented corridor along 20<sup>th</sup> Street East as important part of the City's vision of developing a pedestrian friendly commercial environment near the City's residential areas; and

WHEREAS, in December, 2007, in order to implement the City's vision for a pedestrian friendly business corridor, the City Council changed the zoning and development standards along that portion of 20<sup>th</sup> Street along which the Property is located; and

WHEREAS, prior to the date that the City adopted the new pedestrian oriented zoning and development regulations, KHS&S, on behalf of the owner of the property located at 6313 20<sup>th</sup> Street East, Fife, Washington (the "Property"), submitted several complete applications for the development of the Property and thus the Property can be developed in accordance with the old City regulations, instead of the pedestrian oriented regulations; and

WHEREAS, the development of the Property under the old zoning regulations would hamper the legitimate governmental purpose that resulted in the adoption of the pedestrian oriented regulations; and

WHEREAS, having a pedestrian oriented development occur shortly after the adoption of the new regulations will help promote the new regulations by providing a model of a pedestrian oriented development that will serve as a catalyst for change along the corridor; and

WHEREAS, the property owner and KHS&S have expressed a willingness to change their proposed development so that it would comply with the new pedestrian oriented regulations so long as it could be done without additional expense, including the lost opportunity cost associated with the time delay resulting from the necessary changes to their vested site plan and the related development; now, therefore

BE IT RESOLVED that the City Council hereby approves the Community Mixed use Zone Enhancement Agreement between the City of Fife, Fife 20<sup>th</sup> Street LLC and Keenan, Hopkins,

Suder and Stowell Contractors, Inc., attached hereto as Exhibit A and authorizes the City Manager to execute the Agreement on behalf of the City.

ADOPTED by the City Council at an open public meeting held on the 12<sup>th</sup> day of August, 2008.

---

Barry D. Johnson, Mayor

Attest:

---

Steve Marcotte, City Clerk

**COMMUNITY MIXED USE ZONE ENHANCEMENT AGREEMENT**  
**between**  
**CITY OF FIFE,**  
**FIFE 20<sup>TH</sup> STREET LLC**  
**and**  
**KEENAN, HOPKINS, SUDER & STOWELL CONTRACTORS, INC.**

1. **Date and Parties.**

1.1 This Agreement, for reference purposes, is dated the \_\_\_ day of \_\_\_\_\_, 2008, and is entered into by and between CITY OF FIFE, a Washington municipal corporation, and FIFE 20<sup>TH</sup> STREET LLC, a Washington Limited Liability Company, and KEENAN, HOPKINS, SUDER & STOWELL CONTRACTORS, INC., a California Corporation, d/b/a KHS&S.

2. **Definitions.**

2.1 When used in this document, unless the context clearly indicates otherwise, the following words, when capitalized, shall be defined as set forth in this paragraph.

2.1.1 "Agreement" means this document, entitled Community Use Mixed Zone Enhancement Agreement.

2.1.2 "Agreement Date" means the date set forth in paragraph 1.1 above.

2.1.3 "City" means the City of Fife.

2.1.4 "Construction Standards" means the City adopted regulations governing construction standards and specifications, such as, but not limited to, the International Building Code, Uniform Plumbing Code, National Electric Code, the Uniform Fire Code, the Uniform Code for the Abatement of Dangerous Buildings, and such other codes adopted by the City, with or without amendment, on the Vesting Date.

2.1.5 "Development Standards" means the development requirements set forth in this Agreement, the SEPA conditions, and all of the regulations duly adopted by the City, either as a part of the Fife Municipal Code, or adopted therein by reference, and any administrative regulations duly adopted by the City, that relate to the use, alteration or development of real property within the City. (Also see Vested Development Standards, section 2.1.13). Development Standards does not include Construction Standards.

2.1.6 "Owner" means the fee simple title holder and any others having an

Community Mixed Use Zone

Enhancement Agreement

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080108-1

City \_\_\_\_\_ Owner \_\_\_\_\_ KHS&S \_\_\_\_\_

ownership interest in the Property, and his successors and assigns. On the Agreement Date the "Owner" is Fife 20<sup>th</sup> Street LLC.

2.1.7 "Party" shall mean any of the entities listed in paragraph 1.1. The plural shall mean all of the entities listed in paragraph 1.1.

2.1.8 "Permit Applications" shall mean the following applications filed by the KHS&S with the City: WTR07-0191 (Water Main); DRA07-0013 (Drainage); SWR07-0181 (Sewer Connection); WTR07-0190 (Water Connection); PLM07-0039 (Plumbing); MEC07-0058 (Mechanical); BLD07-0291 (Building); SEP07-0011 (SEPA); GRA07-0015 (Grading); DEM07-0029 (Demo).

2.1.9 "Property" means the real property located within the City, the legal description for which is set forth in Exhibit A, attached hereto and incorporated herein by reference.

2.1.10 "SEPA Conditions" means the mitigation conditions attached to the Amended Notice of Final Determination for the Determination of Nonsignificance, dated November 27, 2007.

2.1.11 "Site Plan" is the document showing the proposed building layout for development on the Property in accordance with the Permit Applications, and is attached hereto as Exhibit B, and by this reference incorporated herein.

2.1.12 "Vesting Date" means the date upon which each of applications set forth in paragraph 3.3 were submitted.

2.1.13 "Vested Development Standards" shall mean the Development Standards in effect on the Vesting Date.

### 3. **General Recitals**

3.1 The City is the entity with land use and regulatory authority over the Property.

3.2 The Property is located at 6313 20<sup>th</sup> Street East, Fife, Washington. Pierce County Assessor tax parcel number 0420071030, on land zoned Commercial Mixed Use (CMU).

3.3 The KHS&S, on behalf of the Owner, submitted the Permit Applications on the following dates: WTR07-0191 (Water Main) 11/16/2007; DRA07-0013 (Drainage) 11/19/2007; SWR07-0181 (Sewer Connection) 11/19/2007; WTR07-0190 (Water Connection) 11/19/2007; PLM07-0039 (Plumbing) 11/13/2007; MEC07-0058 (Mechanical) 11/13/2007; BLD07-0291 (Building) 11/13/2007; SEP07-0011 (SEPA) 9/12/2007; GRA07-0015 (Grading) 9/12/2007; DEM07-0029 (Demo) 9/12/2007 for the Property based on the Site Plan.

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3.4 The City has, in its Comprehensive Plan, and related documents, set forth its intent to develop a pedestrian oriented mixed use corridor along 20<sup>th</sup> Street East. The City has designated the development of the pedestrian oriented corridor along 20<sup>th</sup> Street East as important part of the City's vision of developing a pedestrian friendly commercial environment near the City's residential areas.

3.5 In December, 2007, in order to implement the City's vision for a pedestrian friendly business corridor, the City Council changed the zoning and development standards along that portion of 20<sup>th</sup> Street along which the Property is located.

3.6 The Permit Applications were filed prior to the date that the City adopted the new pedestrian oriented zoning and development regulations, and thus the Property can be developed in accordance with the regulations in effect on the Vesting Date for each permit application, instead of the pedestrian oriented regulations.

3.7 The enabling resolution authorizing the City Manager to execute this Agreement on behalf of the City included findings that allowing the Property to be developed not in conformance with the pedestrian friendly regulations would hamper the legitimate governmental purpose that resulted in the adoption of those regulations;

3.8 The enabling resolution also contained a finding that having a pedestrian oriented development occur in 2008 would help promote the new regulations by providing a model of a pedestrian oriented development that will serve as a catalyst for change along the corridor.

3.9 The Property Owner and KHS&S have expressed a willingness to change their proposed development so that it would comply with the new pedestrian oriented regulations so long as it could be done without additional expense, including the lost opportunity cost associated with the time delay resulting from the necessary changes to the Site Plan and the related development.

4. **Development Standards**

4.1 The Parties acknowledge that the Owner has the right to develop the Property in accordance with the Vested Development Standards, as modified by the Agreement.

4.2 The Property shall be developed in accordance with the Vested Development Standards and the Construction Standards in effect on the Agreement Date, except as modified by the Agreement. The provisions of the Agreement, the Development Standards and the Construction Standards shall be read in a manner so that, if at all possible, they are consistent and complementary. However, in case there is a conflict between the provisions of this Agreement, and any other Development Standard, the controlling document shall be in the

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following order of priority, with the 1st document listed being the highest and the last document listed the lowest: 1) the Agreement Text; 2) the Agreement Exhibits; 3) the MDNS conditions and 4) any other Vested Development Standard.

4.3 The Site Plan shall be modified to comply with the Development Standards in effect on the Agreement Date. All Permit Applications will be modified, as needed and at KHS&S and Owner's expense, in order to comply with the Development Standards. The City shall not require additional permit fees to be paid for the resubmittals pursuant to this paragraph and shall process the permits without delay. It is anticipated that the permit applications will be processed in no more than three weeks from submittal of a complete application.

4.4 The Property shall be developed in accordance with the Development Regulations in effect on the Agreement Date, except as modified by this Agreement, or by the City Council in accordance with the provisions of paragraph 13.1.

4.5 The development of the storm drainage system for the Property shall be based on the Development Standards. Provided, however, the City shall provide, at its expense, offsite compensatory storage for the additional fill that will be necessary for the building to be constructed at the street set back line.

**5. Frontage Improvements.**

~~5.1 THIS PARAGRAPH IS STILL UNDER NEGOTIATION. THE OWNER'S POSITION IS THAT THE CITY IS RESPONSIBLE FOR ALL CONSTRUCTION COSTS.~~

~~The City shall construct the street frontage improvements along 20<sup>th</sup> Street East the entire length of the Property that would have otherwise been required to be constructed by the Owner and KHS&S pursuant to the City's Development Standards. The City shall be responsible for payment of actual costs of not more than \$1,000 per lineal foot, with a maximum City expenditure of \$150,000 for said improvements. The Owner and KHS&S shall be responsible for any amount over that amount that is properly documented by the City. Those improvements shall be constructed by the City as part of its public works project that is intended to be constructed in 2009 and 2010. It is possible that the Owner and KHS&S may have completed the on site improvements prior to the time the City completes the frontage improvements. In that event KHS&S, prior to occupancy shall construct, at its expense, a temporary sidewalk that will meet ADA standards across its street frontage, and ~~In that case the Parties will endeavor to work cooperatively in an attempt to minimize the impact of the construction of the frontage improvements to be constructed by the City on access to the new development. Any amounts to be paid by the Owner and KHS&S pursuant to this provision shall be paid within 30 days of invoice by the City.~~~~

**6. Transportation Impact Fees.**

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6.1 Prior to the issuance of a building permit for construction on the Property the Owner shall pay to the City \$95,881.00 as and for the transportation impact fee.

7. **Default: Notice: Rights on Default**

7.1 No party shall be in default under this Agreement unless it has failed to perform following written notice of default from the other party. Notice of default shall allow for a thirty (30) day period of cure for the non-defaulting party. Each notice of default shall specify the nature of the alleged fault and the manner in which the default may be cured satisfactorily. A party not in default under this Agreement shall have all rights and remedies provided by law or equity, including without limitation: issuance of a stop work order, injunction, damages, action for specific performance, or to require action consistent with this Agreement. Nothing herein will operate to prevent the City from taking legal action regarding noncompliance that threatens public health, safety or welfare prior to the expiration of the thirty (30) day cure period following notice of default. No such action or proceeding will operate to automatically terminate this Agreement, nor shall it release either party from any promise or obligation herein nor shall it release either party from any liability or obligation with respect to any breach of this Agreement occurring prior to the commencement of any legal action by the City.

8. **Notices**

8.1 All notices required by this Agreement shall be deemed delivered to the respective party on the date that is it personally delivered to the address(es) set forth below, or on the date that it is successfully sent by facsimile transmission to the facsimile number(s) set forth below:

City: Steve Worthington  
City Manager  
5213 23<sup>rd</sup> St. East  
Fife, WA 98424  
Facsimile: 253-922-5255

With a copy to: Loren D. Combs  
City Attorney  
3600 Port of Tacoma Road, Suite 311  
Tacoma, WA 98424  
Facsimile: 253-922-5848

Owner and KHS&S: John Platon  
KHS&S Contractors  
5109 East La Palma Avenue, Suite A  
Anaheim, CA 92807  
Facsimile: 714-695-3671

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9. **Assignment: Covenant to Run With the Land.**

9.1 The rights, obligations, conditions and interests under this Agreement shall run with the land and shall inure to the benefit of and be binding upon the Owner and his successors and assigns. The Owner shall have the right to convey, assign, apportion or otherwise transfer any and all of its rights, obligations, conditions, and interests under this Agreement. Within three (3) days of the effective date of Owner's conveyance, assignment, apportionment, or other transfer of its rights under this Agreement, the Owner must provide notice to the City of the same. Owner must also, within this three (3) day period, provide the City with a copy of the legal documents that indicate the conveyance, assignment, apportionment or other transfer. From and after the effective date of such conveyance, assignment, apportionment or other transfer, any reference to Owner in this Agreement, as it relates to the portions of the Property in which he no longer has an ownership interest, shall be deemed to be a reference to the conveyee, assignee, apportionnee or transferee and will release Owner from legal action under this Agreement that arises after the effective date of such conveyance, assignment, apportionment, or other transfer to the extent the legal action relates to the portion of the Property in which he no longer has an ownership interest. Provided, however, this Agreement creates no in personam right, responsibility or obligation, except to the extent the person has an ownership interest in the Property.

9.2 A successor or proposed successor to a legal lot within the Property, but not the entire Property, may request that the City remove all or a portion of the burden of this Agreement from the lot it is acquiring. The City agrees to consider such a request in good faith. If Owner demonstrates that City has sufficient assurances that the obligations of the Owner sets forth in the Agreement will be fulfilled, and compliance with the Agreement terms will be met for the remainder of the Agreement term even if the Agreement, in whole or in part, is removed as an encumbrance on the lot of the proposed successor, then the City shall execute a release of the burdens of this Agreement for which adequate assurances have been provided, to such proposed successor sufficient to clear this Agreement from the title records for the lot to be acquired, and the release will be recorded in the Pierce County records.

10. **No Third Party Beneficiaries.**

10.1 This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

11. **Interpretation.**

11.1 This Agreement has been reviewed and revised by legal counsel for both parties, and no presumption or rule construing ambiguity against the drafter of the document shall apply to the interpretation or enforcement of this Agreement.

12. **Entire Agreement**

12.1 This Agreement constitutes the entire agreement of the parties and incorporates all prior discussions and agreements. The City and the Owner participated in the negotiation and drafting of this Agreement. If a dispute should arise with regards to the meaning or interpretation of any Agreement provision there shall be no presumption of draftsmanship as to the Agreement provision.

13. **City's Reservation of Rights.**

13.1 This Agreement shall be construed to exclude from its scope, and to reserve to the City, the police power authority which is prohibited by law from being subject to a mutual agreement with consideration.

13.2 This Agreement shall not limit the City's authority to exercise its power of eminent domain.

14. **Severability.**

14.1 If any provisions of this Agreement are determined to be unenforceable or invalid pursuant to a final decree or judgment by a court of law with jurisdiction, then the remainder of this Agreement not decreed or adjudged unenforceable or invalid shall remain unaffected and in full force and effect.

15. **Changes; Agreement to be Recorded.**

15.1 This Agreement may be modified, including termination of the Agreement or any part thereof, at any time, but only by the Parties by written agreement. Provided, however, the consent of Parties owning portions of the Property not affected by such amendment shall not be required. This Agreement or a memorandum thereof shall be recorded against the Property as a

covenant running with the land which touches and concerns the Property and shall be binding upon the City and Owners, their heirs, successors and assigns and all future owners of the Property. Owners shall be responsible for the costs of recording this Agreement, and any subsequent amendments thereto.

16. **Jurisdiction and Venue.**

16.1 This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Pierce County, Washington.

17. **Estoppel Certificate.**

17.1 Owner may, at any time, and from time to time, deliver written notice to the City requesting the City to certify in writing that, to the knowledge of the City (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments; and (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults. The City shall execute and, upon payment of the City's costs associated with researching and preparing the certificate, return such certificate within thirty (30) days following the receipt thereof. The City shall not have any liability to the requesting Party, the Owner, or to any third party for inaccurate information if it provides the estoppel certificate in good faith.

18. **Authority to Execute.**

18.1 The City was authorized to execute this Agreement pursuant to the authority granted to the City Manager by the adoption of City of Fife Resolution 08- \_\_\_\_\_.

18.2 The Owner and KHS&S are authorized to execute this Agreement pursuant to their respective business documents or appropriate resolution. Proof of Owner's and KHS&S's signatory authority shall be provided to the City, and remain on file with the City as a public record.

19. **Covenant Running with the Land.**

19.1 The obligation and/or liability of Owner or KHS&S relating in any way to this Agreement and the Property are binding only on Owner's assets, and specifically limited to

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City \_\_\_\_\_ Owner \_\_\_\_\_ KHS&S \_\_\_\_\_

the Property, and shall not be personally binding upon, nor shall any resort be had to, the private properties or assets of any of the trustees, partners, members, officers, directors, shareholders or beneficiaries of Owner or KHS&S.

DATED: This \_\_\_\_ day of \_\_\_\_\_, 2008.

CITY OF FIFE:

KEENAN HOPKINS SUDER & STOWELL  
CONTRACTORS, INC.  
D/B/A KHS&S

By: \_\_\_\_\_  
Steve Worthington  
City Manager

By: \_\_\_\_\_  
John Platon  
Its: Vice President

ATTEST:

FIFE 20<sup>TH</sup> STREET LLC

By: \_\_\_\_\_  
Steve Marcotte, City Clerk

By: \_\_\_\_\_  
John Platon  
Its: Managing Member

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Loren D. Combs  
City Attorney

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that Steve Worthington is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the City Manager of the City of Fife, a Washington municipal corporation, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said office of the municipal corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said municipal corporation.

Dated: \_\_\_\_\_, 2008

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

(Use this space for notarial stamp/seal)

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that John Platon is the person who appeared before me, and he acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Managing Member of Fife 20<sup>TH</sup> Street LLC, a Washington limited liability corporation, and acknowledged it to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

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

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

(Use this space for notarial stamp/seal)

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City \_\_\_\_\_ Owner \_\_\_\_\_ KHS&S \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that John Platon is the person who appeared before me, and he acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Vice President of Keenan, Hopkins, Suder & Stowell Contractors, Inc. d/b/a KHS&S, a California corporation, and acknowledged it to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

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

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

(Use this space for notarial stamp/seal)

EXHIBIT A  
LEGAL DESCRIPTION

BEGINNING AT THE CENTER OF THE NORTHEAST QUARTER OF SECTION 7  
TOWNSHIP 20 NORTH RANGE 4 EAST OF THE WILLAMETTE MERIDIAN;  
THENCE NORTH 30 FEET;  
THENCE WEST 812 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE NORTH 300 FEET;  
THENCE WEST 151 FEET;  
THENCE SOUTH 300 FEET  
THENCE EAST 151 FEET TO THE PLACE OF BEGINNING;  
EXCEPT EASEMENT ON SOUTH BOUNDARY FOR COUNTY ROAD;

SITATE IN THE CITY OF FIFE, COUNTY OF PIERCE, STATE OF WASHINGTON.

EXHIBIT B

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City \_\_\_\_\_ Owner \_\_\_\_\_ KHS&S \_\_\_\_\_

July 15, 2008

**MEMORANDUM  
For Meeting of August 12, 2008**

TO: Mayor Johnson and Fife Councilmembers

FROM: Steve Worthington, City Manager  
B. Blackburn, Chief of Police

SUBJECT: Towing Ordinance Review

***REPORT IN BRIEF:***

Fife Council will be shown the current Fife Municipal Code as it pertains to the towing rules and regulations.

This provides the City Council the opportunity to give staff direction as to what information or actions should be taken by staff.



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Brad Blackburn  
Chief of Police



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Approved for Agenda:  
Steve Worthington, City Manager

**Chapter 8.16**  
**ABANDONED, UNAUTHORIZED AND JUNK VEHICLES AND TOW**  
**TRUCK OPERATORS**

**Sections:**

- 8.16.010 Definitions.
- 8.16.020 Registration required.
- 8.16.030 Prohibited acts – Penalty.
- 8.16.040 Permit required – Inspections of equipment and facilities.
- 8.16.050 Business location – Requirements.
- 8.16.060 Posting requirements – Exception.
- 8.16.070 Removal by police officer, when.
- 8.16.080 Unlawful places for keeping.
- 8.16.090 Prima facie presumption of responsibility.
- 8.16.100 Tow truck operators – Conditions required.
- 8.16.110 Business and storage facilities.
- 8.16.120 Required equipment.
- 8.16.130 Tow truck operator response.
- 8.16.140 Dispatch office/center.
- 8.16.150 Authority.
- 8.16.160 Procedures – Tows ordered by city of Fife police department.
- 8.16.170 Procedures – Tows requested by driver/owner.
- 8.16.180 Fees – Police impound, storage and after hours release.
- 8.16.190 *Repealed.*
- 8.16.200 *Repealed.*
- 8.16.210 *Repealed.*
- 8.16.220 *Repealed.*
- 8.16.230 *Repealed.*

**8.16.010 Definitions.**

The following definitions shall apply throughout this chapter:

- A. “Abandoned vehicle” means a vehicle that a registered tow truck operator has impounded and held in the operator’s possession for 96 consecutive hours.
- B. “Abandoned vehicle report” means the document prescribed by the state that the towing operator forwards to the department after a vehicle has become abandoned.
- C. “Impound” means to take and hold a vehicle in legal custody. There are two types of impounds: public and private.
  - 1. “Public impound” means that the vehicle has been impounded at the direction of a law enforcement officer or by a public official having jurisdiction over the public property upon which the vehicle was located.
  - 2. “Private impound” means that the vehicle has been impounded at the direction of a person having control or possession of the private property upon which the vehicle was located.
- D. “Junk vehicle” means a vehicle certified under RCW 46.55.230 as meeting all the following requirements:
  - 1. Is three years old or older;
  - 2. Is extensively damaged, such damage including but not limited to any of the following: A broken window or windshield or missing wheels, tires, motor, or transmission;
  - 3. Is apparently inoperable;
  - 4. Is without a valid, current registration plate;
  - 5. Has an approximate fair market value equal only to the approximate value of the scrap in it.
- E. “Master log” means the document or an electronic facsimile prescribed by the

department and the Washington State Patrol in which the operator records transactions involving impounded vehicles.

F. "Registered tow truck operator" or "operator" means any person who engages in the impounding, transporting, or storage of unauthorized vehicles or the disposal of abandoned vehicles.

G. "Residential property" means property that has no more than four living units located on it.

H. "Tow truck" means a motor vehicle that is equipped for and used in the business of towing vehicles with equipment as approved by the State Patrol.

I. "Tow truck number" means the number issued by the department to tow trucks used by a registered tow truck operator in the state of Washington.

J. "Tow truck permit" means the permit issued annually by the department that has the classification of service the tow truck may provide stamped upon it.

K. "Tow truck service" means the transporting upon the public streets and highways of this state of vehicles, together with personal effects and cargo, by a tow truck of a registered operator.

L. "Unauthorized vehicle" means a vehicle that is subject to impoundment after being left unattended in one of the following public or private locations for the indicated period of time:

1. Public locations:

a. Constituting an accident or a traffic hazard as defined in RCW 46.55.113, subject to removal immediately;

b. On a highway and tagged as described in RCW 46.55.085, subject to removal within 24 hours;

c. In a publicly owned or controlled parking facility, properly posed under RCW 46.55.070, subject to removal immediately.

2. Private locations:

a. On residential property, subject to removal immediately;

b. On private, nonresidential property posted under RCW 46.55.070, subject to removal immediately;

c. On private, nonresidential property, not posted, subject to removal after 24 hours. (Ord. 862 § 1, 1986; Ord. 856 § 1, 1986; Ord. 1156 § 1, 1993).

#### **8.16.020 Registration required.**

A person shall not engage in or offer to engage in the activities of a registered tow truck operator without a current registration certificate from the Department of Licensing authorizing him to engage in such activities. Any person engaging in or offering to engage in the activities of a registered tow truck operator, without the required registration certificate, is guilty of a gross misdemeanor. (Ord. 1156 § 2, 1993).

#### **8.16.030 Prohibited acts— Penalty.**

A. No registered tow truck operator may:

1. Except as authorized under RCW 46.55.037, ask for or receive any compensation, gratuity, reward, or promise thereof from a person having control or possession of private property or from an agent of the person authorized to sign an impound authorization, for or on account of the impounding of a vehicle;

2. Be beneficially interested in a contract, agreement, or understanding that may be made by or between a person having control or possession of private property and an agent of the person authorized to sign an impound authorization;

3. Have a financial, equitable, or ownership interest in a firm, partnership, association, or corporation whose functions include acting as an agent or a representative of a property owner for the purpose of signing impound authorizations.

B. This section does not prohibit the registered tow truck operator from collecting the costs of towing, storage, or other services rendered during the course of towing,

removing, impounding, or storing of an impounded vehicle as provided by RCW 46.55.120.

C. A violation of this section is a gross misdemeanor. (Ord. 1156 § 3, 1993).

**8.16.040 Permit required– Inspections of equipment and facilities.**

A. A registered operator shall apply for and keep current a tow truck permit for tow truck of which the operator is the registered owner. Application for a tow truck permit shall be accompanied by a report from the Washington State Patrol covering a physical inspection of each tow truck capable of being used by the applicant.

B. Upon receipt of the fee provided in RCW 46.55.030(4) and a satisfactory inspection report from the State Patrol, the department shall issue each tow truck an annual tow truck permit or decal. The class of the tow truck, determined according to RCW 46.55.050, shall be stamped on the permit or decal. The permit or decal shall be displayed on the passenger side of the truck's front windshield.

C. A tow truck number from the department shall be affixed in a permanent manner to each tow truck.

D. The Washington State Patrol shall conduct annual inspections of tow truck operators' equipment and facilities during the operators' normal business hours. Unscheduled inspections may be conducted without notice at the operator's place of business by an inspector to determine the fitness of a tow truck or facilities. At the time of the inspection, the operator shall provide a paper copy of the master log referred to in RCW 46.55.080.

E. If at the time of the annual or subsequent inspections the equipment does not meet the requirements of this chapter, and the deficiency is a safety related deficiency, or the equipment is necessary to the truck's performance, the inspector shall cause the registered tow truck operator to remove that equipment from service as a tow truck until such time as the equipment has been satisfactorily repaired. A red tag shall be placed on the windshield of a tow truck taken out of service, and the tow truck shall not provide tow truck service until the Washington State Patrol recertifies the truck and removes the tag. (Ord. 1156 § 4, 1993).

**8.16.050 Business location– Requirements.**

A. The address that the tow truck operator lists on his or her application shall be the business location of the firm where its files are kept. Each separate business location requires a separate registration under this chapter. The application shall also list all locations of secure areas for vehicle storage and redemption.

B. Before an additional lot may be used for vehicle storage, it must be inspected and approved by the State Patrol. The lot must also be inspected and approved on an annual basis for continued use.

C. Each business location must have a sign displaying the firm's name that is readable from the street.

D. At the business locations listed where vehicles may be redeemed, the registered operator shall post in a conspicuous and accessible location:

1. All pertinent licenses and permits to operate as a registered tow truck operator;

2. The current towing and storage charges itemized on a form approved by the department;

3. The vehicle redemption procedure and rights;

4. Information supplied by the department as to where complaints regarding either equipment or service are to be directed;

5. Information concerning the acceptance of commercially reasonable tender as defined in RCW 46.55.120(1)(b).

E. The department shall adopt rules concerning fencing and security requirements of storage areas, which may provide for modifications or exemptions where needed to achieve compliance with local zoning laws.

F. On any day when the registered tow truck operator holds the towing services

open for business, the business office shall remain open with personnel present who are able to release impounded vehicles in accordance with this chapter and the rules adopted under it. The normal business hours of a towing service shall be from 8:00 a.m. to 5:00 p.m. on weekdays, excluding Saturdays, Sundays and holidays.

G. A registered tow truck operator shall maintain personnel who can be contacted 24 hours a day to release impounded vehicles within a reasonable time.

H. A registered operator shall provide access to a telephone for any person redeeming a vehicle, at the time of redemption. (Ord. 1156 § 5, 1993).

#### **8.16.060 Posting requirements— Exception.**

A. No person may impound, tow, or otherwise disturb any unauthorized vehicle standing on nonresidential private property or in a public parking facility for less than 24 hours unless a sign is posted near each entrance and on the property in a clearly conspicuous and visible location to all who park on such property that clearly indicates:

1. The times a vehicle may be impounded as an unauthorized vehicle; and
2. The name, telephone number, and address of the towing firm where the vehicle may be redeemed.

B. The requirements of subsection (A) of this section do not apply to residential property. Any person having charge of such property may have an unauthorized vehicle impounded immediately upon giving written authorization. (Ord. 1156 § 6, 1993).

#### **8.16.070 Removal by police officer, when.**

A police officer may take custody of a vehicle and provide for its prompt removal to a place of safety under any of the following circumstances:

A. When a vehicle is obstructing traffic on any public street or alley and the person in charge of the vehicle is unable or refuses to remove it or provide for its immediate removal;

B. Whenever a police officer finds a vehicle unattended upon a highway where the vehicle constitutes an obstruction to traffic or jeopardizes public safety;

C. Whenever a police officer finds an unattended vehicle at the scene of an accident or when the driver of a vehicle involved in an accident is physically or mentally incapable, or too intoxicated, to decide upon steps to be taken to protect his or her property;

D. Whenever the driver of a vehicle is arrested and taken into custody by a police officer, and the driver, because of intoxication or otherwise, is mentally incapable of deciding upon steps to be taken to safeguard his or her property;

E. Whenever a police officer discovers a vehicle that the officer determines to be a stolen vehicle;

F. Whenever a vehicle without a special license plate, card, or decal indicating that the vehicle is being used to transport a disabled person under RCW 46.16.381 is parked in a stall or space clearly and conspicuously marked under RCW 46.61.581 which space is provided on private property without charge or on public property.

Nothing in this section may derogate from the powers of police officers under the common law. For the purposes of this section, a place of safety may include the business location of a registered tow truck operator. (Ord. 1156 § 7, 1993).

#### **8.16.080 Unlawful places for keeping.**

A. It is unlawful for any person, firm or corporation, to place or keep an abandoned, wrecked, dismantled or inoperative vehicle or automobile hulk or part thereof upon any public street, highway or alley within the city, or upon private property without the consent of the owner of such private property.

B. It is unlawful for any person, firm or corporation, to place or keep any motor

vehicle, whether operative or inoperative, upon any public property within the city not intended to be used for parking, storage, or other use by motor vehicles. (Ord. 1156 § 8, 1993).

**8.16.090 Prima facie presumption of responsibility.**

The abandonment of any vehicle or automobile hulk shall constitute a prima facie presumption that the last owner of record is responsible for abandonment and thus liable for any costs incurred in the removing, storing and disposing of such vehicle or automobile hulk. A registered owner who has complied with the requirements of RCW 46.12.101(1) and 46.12.102 shall be relieved of liability, both civil and criminal, under this section. (Ord. 1156 § 9, 1993).

**8.16.100 Tow truck operators— Conditions required.**

It shall be unlawful for any tow truck operator with intentions of serving the city of Fife police department to serve the city of Fife police department without first meeting the requirements set forth in Chapters 46.37 and 46.55 RCW and this chapter. (Ord. 1156 § 10, 1993).

\*  
→ **8.16.110 Business and storage facilities.**

All tow truck operators used by the city of Fife police department shall be located within the corporate city limits of Fife. Such storage area shall have the facilities to accommodate all vehicles impounded hereunder and to protect such vehicles. An attendant shall be on duty or readily available for duty in such storage area 24 hours a day. All streets and public places adjacent to the storage area shall be kept clear of any vehicles impounded or stored by the tow truck operator at all times.

A. All storage facilities shall be kept surfaced, graded, drained, lighted, and free of obstacles and hazards in a manner satisfactory to the city of Fife at all times, so that persons redeeming impounded vehicles have safe and convenient access to the vehicles. The tow truck operator shall provide adequate security at its storage facility to prevent loss or damage to impounded vehicles or their contents. All such storage facilities shall be screened and fenced in accordance with the city of Fife zoning code at all times, gates will be securely locked at all times when an attendant is not on duty on the premises, and all vehicles will be locked, if possible. The tow truck operator shall keep all such storage facilities in compliance with all city of fife building and zoning codes at all times.

B. All tow truck operators shall provide at its storage facility adequate shelter for motorcycles, open convertibles, or other vehicles open and exposed to inclement weather, and will store such vehicles under the shelter when reasonably necessary to protect such vehicles.

C. All tow truck operators shall provide at its storage facility sufficient floor space for inside storage for all vehicles which the city of Fife police department has ordered to be held for investigative, evidentiary, or other purposes.

D. Vehicles upon which police holds have been placed may be released to the registered owner only, after the tow truck operator has received written authority for such release from the city of Fife police department. (Ord. 1156 § 11, 1993).

**8.16.120 Required equipment.**

All tow truck operators serving the city of Fife police department may use an assortment of tow truck classes (Class A through Class E). All tow trucks used by tow truck operators shall comply with the provisions as outlined in WAC 204-91A-170 and Chapter 46.37 RCW. Classification of tow trucks will be as follows:

A. Class "A" Tow Trucks. Tow trucks that are capable of towing and recovery of passenger cars, pickup trucks, small trailers, or equivalent vehicles. Class "A" tow trucks shall:

1. Comply with legal lighting, equipment, and license requirements;

2. Have department of licensing registration and truck numbers painted or permanently affixed to both sides of truck;
  3. Have a revolving/intermittent red light with 360-degree visibility. May also be equipped with flashing amber and/or white lights which may be used in conjunction with the red lamp(s);
  4. Have a broom, minimum 12 inches wide, handle four feet in length;
  5. Have a scoop type shovel, minimum seven inches wide, overall length minimum three feet;
  6. Be maintained in a reasonably clean condition;
  7. Have all equipment commensurate with total ton rating of booms;
  8. Have firm name, city of address, and phone number permanently affixed to both sides of the vehicle;
  9. Have two pinch bars or equivalent devices; one tapered, one flattened; one three feet and one four feet, with a minimum diameter of three-quarters of an inch;
  10. Have a two-way radio or mobile or mobile telephone system capable of communicating with a working base station. A citizen band radio does not suffice. A mobile telephone system is acceptable if:
    - a. The equipment is of a recognized and established manufacturer and is properly installed;
    - b. The equipment is in proper working order and functions correctly;
    - c. The equipment does not utilize the truck horn or a siren or other sound device to signal incoming calls;
    - d. The equipment is used in a correct and lawful manner.
  11. Have a 20 BC-rated fire extinguisher or equivalent;
  12. Have a portable tail, stop, and turn signal lights for vehicle being towed;
  13. Have a minimum of two snatch blocks;
  14. Have a tow sling or other comparable device made of material and used in such manner so as to protect vehicles being towed or recovered;
  15. Have a portable dolly or its equivalent for hauling vehicles that are not otherwise towable;
  16. Have 10,000 pounds minimum manufacturer's gross vehicle weight rating or equivalent;
  17. Have dual tires on the rear axle or duplex type tires, referred to as "super single" with load rating that is comparable to dual tire rating;
  18. Have a minimum of 100 feet of three-eighths inch continuous length cable or its equivalent, measured from the point of attachment to drum and hook, in safe working condition on each drum:
    - a. Each cable shall be capable of being fully extended from and fully wound onto its drum;
    - b. All cables and/or wire ropes shall be in good working order and shall have:
      - i. No more than six randomly distributed broken wires in one rope lay, or more than three broken wires in one strand in one rope lay;
      - ii. No evidence of heat damage from any cause;
      - iii. End attachments that are not cracked, deformed, worn, or loosened.
    - c. Cable end connections shall be swaged or, if clamped, shall have a minimum of three clamps spaced a minimum of six rope diameters apart attached with the base or saddle of the clamp against the longer or "live" end of the cable. The "U" bolt will be placed over the short or "dead" end of the rope and will be of the proper size for the cable being clamped;
  19. Have a minimum of six-ton boom rating with single or dual boom. Dual winches to control a minimum of two service drums.
- B. Class "B" Tow Trucks. Tow trucks that are capable of towing and/or recovery of medium size trucks, trailers, motor homes, or equivalent vehicles. Class "B" tow trucks shall meet the requirements of subsection (A)(1) through (15) of this section, and in addition shall have:

1. Seventeen thousand pounds minimum manufacturer's gross vehicle rating or equivalent;

2. Minimum 10-ton boom rating, single or dual booms, with two independent winches and drums;

3. A minimum of 150 feet of seven-sixteenths inch cable on each drum, measured from points of attachment. All cable shall be in safe operating condition as described for Class "A" trucks;

4. Minimum of four standard release tools (caging stud assemblies).

C. Class "C" Tow Trucks. Tow trucks that are capable of towing and/or recovery of large trucks, trailers, buses, motor homes, or similar vehicles. Class "C" tow trucks shall meet the requirements of subsection (A)(1) through (14) of this section and in addition shall have:

1. Tandem rear axle truck chassis (both drive axles);

2. Twenty-five-ton minimum single or dual boom and winch rating;

3. One hundred fifty feet of minimum nine-sixteenths inch cable on each drum measured from points of attachment. All cable shall be in safe operating condition as described in Class "A";

4. Air brakes and system capable of supplying air to towed vehicle;

5. Minimum of four standard release tools (caging stud assemblies);

6. Four thousand pounds minimum manufacturer's gross vehicle weight rating or equivalent.

D. Class "D" Tow Trucks. Tow trucks that are equipped for and primarily used as "wheel lift" trucks. Class "D" tow trucks must meet the requirement of subsection (A)(1) through (18) of this section and, in addition, shall have:

1. A minimum 3,000 pound manufacturer's life rated and minimum 7,000 pound tow rated wheel lift assembly;

2. One winch and drum with 100 feet of three-eighths inch cable meeting Class "A" requirements.

E. Class "E" Tow Trucks. Tow trucks that are primarily designed and intended to transport other vehicles by loading the vehicle entirely onto the truck. These trucks may be of a flatbed, "slide back" or "tilt bed", design or may be a "rail" type truck. Class "E" trucks must meet the requirements of subsection (A)(1) through (12) of this section, and in addition shall have:

1. Two securing devices with a minimum breaking strength of 15,000 pounds. The devices must be chain, nylon strap, or steel strap. The tie downs shall be passed over the axle or frame member (one in front and one in rear) of the transported vehicle. Both ends shall be attached to the truck bed or rail in a manner that will prevent movement of the transported vehicle. Factory style "T" hook tie-downs may also be used (front and rear).

2. One snatch block.

3. Dual tires on rear axles. (Note: All tires must be of sufficient size to meet the requirements of RCW 46.44.042 under all loading conditions.)

4. If used in a towing mode (as opposed to carrying), a sling, tow bar, and/or wheel lift assembly as appropriate for gross vehicle weight of the towed vehicle.

5. In addition, minimum requirements include:

a. Gross vehicle weight rating of 14,500 pounds;

b. Purchased tonnage of 14,500 pounds;

c. Winch rating of 8,000 pounds;

d. Cable shall be 50 feet three-eighths by 19 Hemp Center, I.P.S. work limit 3,500 pounds with 5-1 safe working load;

e. Cable hook connections shall be rated for a minimum of 6,000 pounds;

f. Car carrier bed shall be a minimum of 17 feet;

g. Body load rating (bed) shall be for a minimum of 8,000 pounds;

h. Tow bar load rating shall be 2,000 pounds. (Ord. 1156 § 12, 1993).

#### **8.16.130 Tow truck operator response.**

All tow truck operators used by the city of Fife police department shall have the ability to immediately dispatch a tow truck to a specified location upon receiving a call to do so by the city of Fife police department. The tow truck operator shall be expected to make reasonable efforts to arrive at the location to which directed as quickly as is safely possible. It is required that the tow truck operator should arrive at specified locations within 15 minutes of transmission of a request for services. Continued failure, in the judgment of the city of Fife police department, to arrive at a specified location within the specified time shall be grounds for termination of services from the tow truck operator. In the event that the tow truck operator does not arrive at the scene in a given case within the required time, the city of Fife police department then may terminate its request for service and select a towing company of its own choosing to perform whatever services may be necessary for such occurrence. In such event, the tow truck operator shall not be reimbursed for its response to the time of termination of order for service. (Ord. 1156 § 13, 1993).

**8.16.140 Dispatch office/center.**

All tow truck operators serving the city of Fife police department shall provide a staffed dispatch office/center 24 hours per day, seven days per week, which will be capable of receiving requests for vehicle impounds or redemptions and dispatching personnel and equipment. (Ord. 1156 § 14, 1993).

**8.16.150 Authority.**

All tow truck operators shall remove only those vehicles designated by a duly authorized law enforcement officer of the city of Fife. (Ord. 1156 § 15, 1993).

**8.16.160 Procedures— Tows ordered by city of Fife police department.**

The city of Fife police department shall request services from a qualified tow truck operator on a rotation basis. A qualified tow truck operator is one that meets all the requirements under Chapters 46.37 and 46.55 RCW, and this chapter.

A. Tow truck services will be requested by rotation using the valid city of Fife business license of the qualified tow truck operator. If a tow company has more than one tow truck operator's license, each operator's license will be listed for rotation.

Example:

Tow Company A has four tow truck operator's/business licenses.  
Tow Company B has three tow truck operator's/business licenses.  
Tow Company C has two tow truck operator's/business licenses.  
Therefore, nine tow truck operators will be listed for rotation:

1. Company A-1
2. Company B-1
3. Company C-1
4. Company A-2
5. Company B-2
6. Company C-2
7. Company A-3
8. Company B-3
9. Company A-4

B. In addition, tow truck services will be requested according to the tow truck operator's ability of performing the task requested.

Example: If tow truck operator B-2 does not have the ability to tow or remove a particular large vehicle, the request for services will rotate to the next tow truck operator. In this case, the tow truck operator requested will be C-2. If tow truck operator C-2 cannot perform the task, tow truck operator A-3 will be requested, and so on. (Ord. 1156 § 16, 1993).

**8.16.170 Procedures– Tows requested by driver/owner.**

Citizen drivers or owners will be invited to utilize a private tow truck operator to move a vehicle in the following circumstances and under the following conditions:

A. At the scene of a disabled vehicle on a public right-of-way where the driver or owner is able and willing to select a tow operator to remove and where, in the judgment of the law enforcement officer at the scene, the circumstances do not require immediate removal by the city.

B. At the scene of an accident or other occurrence which leaves a vehicle in the public way, which vehicle cannot be legally or safely moved by its driver or owner, and where the owner or someone authorized to act on the owner's behalf is able and willing to select a tow truck operator to remove it.

C. A tow truck operator that is requested by a citizen driver/owner must have the ability to respond to the scene within 15 minutes of the request for service.

D. In all cases, especially those that will endanger public health or safety, the decision to tow and in what manner to tow shall be that of the law enforcement officer at the scene. (Ord. 1156 § 17, 1993).

**8.16.180 Fees– Police impound, storage and after hours release.**

All registered tow truck operators on Fife police department rotation shall abide by the current Washington State Patrol fees schedule for the Pierce County area with regard to the accident/incident hourly rate, storage per day fee whether stored inside or outside, and the after hours release fee. (Ord. 1156 § 18, 1993).

**8.16.190 Notice to legal and registered owners.**

Repealed by Ord. 1156.

**8.16.200 Redemption of vehicles– Sale of unredeemed vehicles.**

Repealed by Ord. 1156.

**8.16.210 Operators' lien, deficiency claim, liability.**

Repealed by Ord. 1156.

**8.16.220 Junk vehicles– Certification, notification, removal, sale.**

Repealed by Ord. 1156.

**8.16.230 Penalty.**

Repealed by Ord. 1156.

## Memorandum

For Meeting of August 12, 2008

TO: Mayor and City Council

THROUGH: Steve Worthington, City Manager

FROM: Laurel Potter, City Marketing Coordinator

SUBJECT: Lodging Tax Advisory Committee Appointment

**REPORT IN BRIEF:** No appropriate applicants have been received for the committee.

**BACKGROUND:** Pursuant to RCW 67.28.1817 the Fife Lodging Tax Advisory Committee must consist of at least two members who are representatives of businesses required to collect tax and two members who are persons involved in activities authorized to be funded by revenue received from the tax. The numbers shall be equal. The current committee list follows:

<b>(Chair)</b> Councilmember Rob Cerqui	Steve Kono Fife Historical Society
Tim Waer Tacoma-Pierce County Sports Commission	Debbie Dymarkowski Emerald Queen Hotel & Casino
PK MacLean Fife Area Chamber	Darshan Randhawa Travelodge

The City of Fife has received no applications from businesses required to collect the tax and one application from Tammy Blount with the Tacoma Regional Convention & Visitors Bureau. LTAC RFPs are being collected currently through August 15<sup>th</sup>, and the meeting to review said RFPs is August 20<sup>th</sup> at City Hall.

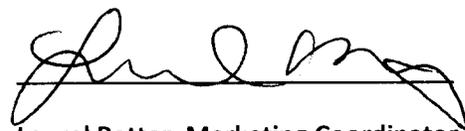
**DISCUSSION:** None

**ATTACHMENTS:** None

**FISCAL IMPACT:** None

**ALTERNATIVE COURSE OF ACTION:** 1. Keep Committee as shown above. 2. Elect Tammy Blount to Committee. 3. Remove one receiver to even the receivers to funders.

**RECOMMENDATION:** Keep Committee as shown above.



Laurel Potter, Marketing Coordinator



Steve Worthington, City Manager