

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

**FIFE CITY COUNCIL
AGENDA**

Date: July 22, 2008
Ord. #1674, 1666, 1675
Res. #1222, 1223, 1224, 1225

- 6:30 EXECUTIVE SESSION
For the purpose of Real Estate RCW 42.30.140 for approximately 20 minutes.
- 7:00 1. CALL TO ORDER AND ROLL CALL
Godwin___Johnson___Hull___Brooks___Cerqui___de Booy___Roscoe___
- 7:02 2. PLEDGE OF ALLEGIANCE
3. CHANGES, ADDITIONS OR DELETIONS TO AGENDA
- 7:03 4. CITIZENS COMMENTS (Items not on the agenda)
- 7:10 5. CONSENT AGENDA
a. Approval of Minutes: Date: 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 (Smith)
- 7:15 6. SPECIAL PRESENTATIONS
a. New Employees (Reinbold)
- 7:20 b. Police Department Awards (Blackburn)
- 7:25 c. National Night Out Against Crime (Blackburn)
- 7:35 7. COUNCIL DELEGATE REPORT
8. PUBLIC HEARING
- 7:45 a. Development Agreement with Praxair (Smith)
- 8:00 b. Authorizing Circulation of Petitions for Benthien Loop Annexation (Smith)
- ORDINANCES AND RESOLUTIONS
9. ORDINANCES:
- 8:15 a. #1666 Development Agreement with Praxair (Smith)
- 8:30 b. #1675 Vesting Standards (Combs)
- RESOLUTIONS:
- 8:45 c. #1222 Authorize Deed Restriction and Right of Way Conveyance for Valley Avenue (Blount)
- 9:00 d. #1223 Award Contract Erdahl Ditch Repair (Blount)
- 9:15 e. #1224 Award Contract for Street Preservation Program (Blount)
- 9:30 f. #1225 Award Contract for Automated Water Meter Reading System (Blount)

Council Agenda

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- 10. NEW BUSINESS
 - 9:45 a. Acquisition Options for the Heath Property (Reuter)
 - 10:00 b. Briefing on Pierce County Countywide Planning Policies (Smith)
 - 10:15 c. Appointment of Members to Lodging Tax Advisory Committee (LTAC) (Worthington/Potter)

- 10:30 11. CITY MANAGER REPORT

- 10:40 12. COUNCILMEMBER COMMENTS

- 10:50 13. CITIZEN COMMENTS

- 14. ADJOURNMENT

**FIFE CITY COUNCIL
MINUTES**

**Fife City Hall
Council Chambers**

**Date: July 8, 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 and Potential Litigation RCW 42.30.140 for approximately 20 minutes.

ADJOURNMENT

Mayor Johnson adjourned the executive session at 6:50 p.m.

**CALL TO ORDER AND
ROLL CALL**

Mayor Johnson called the regular meeting of the Fife City Council to order at 7:01 p.m. with the following Councilmembers present: Richard Godwin, Glenn Hull, Butch Brooks, Barry Johnson, Rob Cerqui, Nancy de Booy, and Kim Roscoe.

Staff present: City Manager Steve Worthington, Assistant City Manager Jim Reinbold, Finance Director Steve Marcotte, Public Works Director Russ Blount, City Attorney Gregory Amann, Municipal Court Judge Kevin Ringus, Parks and Recreation Director Kurt Reuter, Community Development Director Carl Smith, Police Chief Brad Blackburn, Marketing Coordinator Laurel Porter, Confidential Administrative Assistant Andrea Richards, Financial Analyst Dave DeGroot, Planner 1 Chris Pasinetti, and Recording Secretary Valerie Gow.

**PLEDGE OF
ALLEGIANCE**

Councilmember Hull led the pledge of allegiance.

**CHANGES, ADDITIONS
OR DELETIONS TO
AGENDA**

Councilmember Hull moved, seconded by Mayor Johnson, to add a discussion on the P2D2 Program recap under new business. Motion carried.

CITIZEN COMMENTS

Carol Sue Brighton, 2410 Barry Lane East, spoke about her concerns with the City Council, City Manager, and planners attempting to move the known location of the City's center from 54th Avenue and Pacific Highway to 20th Avenue and 70th. She spoke about the City's attempt to secure a national grocery store and that national chains are unwilling to purchase local produce from Fife farmers, which is a way to force farmers out of business.

Ms. Brighton complained about the lack of transit bus service and that the City Council hasn't done anything in 17 years to provide transit service. Transit is supposed to be in close proximity to urban development.

The City Council also knowingly and willingly allowed with malice and forethought people to build in a floodplain. She said the entire area has flooded and that the Council allowed houses to be built in the area. She

said she is concerned. She referred to mitigation on people's property using the drainage law, which the Council cannot do. She complained about the actions of the Council pertaining to 20th Avenue by adding more congestion. She said adding housing such as multi-family dwellings and single family housing has recklessly endangered citizens. The Council's predecessors have never supported the agriculture community. She accused the Council of jeopardizing farmers and the food source and suggested the Council should visit the Poodle Dog Restaurant to hear what citizens are saying about the Council.

Councilmember Brooks called for point of order and conveyed to Ms. Braaten his displeasure at having to listen to her complain at each Council meeting. He suggested Ms. Braaten should consider positive actions rather than insulting the Council at each meeting.

Mayor Johnson advised Ms. Braaten that there are numerous ways to become involved if she doesn't agree with the direction of the City.

Pat Hulcey, Fife Historical Museum, invited everyone to attend the exhibit on the history of the Fife Fire Department.

CONSENT AGENDA

- a. Approval of Minutes: June 24, 2008 Council Meeting
- b. Approval of Vouchers:
Payroll: #44651-44697 \$245,217.30
Claim: #72927-73074 \$516,224.30
- c. Set a Special Meeting for July 15, 2008 Study Session.

Motion

Councilmember de Booy moved, seconded by Councilmember Roscoe, to approve the consent calendar as presented. Motion carried.

Councilmember de Booy commented on the process the Council undertakes through a Council committee to review all vouchers prior to approval of payment.

Mayor Johnson acknowledged the recent death of former Mayor Mike Kelley's father, Bill Kelley. Bill Kelley was 100 years old. Councilmember Cerqui shared information about Bill Kelley and how he was instrumental in the original development of the City to include installation of the first municipal well and infrastructure. A moment of silence was observed for the loss of Mr. Kelley.

SPECIAL PRESENTATIONS

Tall Ships Recap

Marketing Coordinator Potter provided a recap and photo presentation on

the Tall Ships event and the City's sponsorship of the Lady Washington held July 3-7, 2008. The City of Fife distributed approximately 9,500 City of Fife tattoos during the event. Fife's sponsorship resulted in many tickets, some of which were offered to local hotels for visitors. The City received many tickets to events and hosted a private party.

Walt's Family Affair Car Show Recap

Marketing Coordinator Potter reported over 1,000 people attended the car show at Dacca Park on June 29, 2008. The car show was the second annual car show in Fife. Over 250 special interest vehicles were on display during the car show. Seven vendor booths provided concessions. Coordinator Potter shared some photo highlights of the event.

City Manager Worthington shared a letter the City received from the Walt Family complimenting Marketing Coordinator Potter and the City's efforts and attention to detail in coordinating the car show.

City of Fife 2007 Annual Report

City Manager Worthington presented the 2007 City of Fife Annual Report. The report was recently distributed through the *Fife Free Press* and is available at Fife City Hall.

City Manager Worthington's presentation included a review of the City of Fife Mission Statement, Fife City Council Members during 2007, Golden Jubilee year-long activities, population change during the last four years, and a summary of activity during 2007 for the following City departments:

- Community Development Department
- Parks & Recreation & Community Services
- Municipal Court
- Finance and Administrative Services
- Police Department
- Public Works Department

Notable accomplishments in 2007 included:

- City turning 50 "Golden Jubilee" year-long events
- Brookville Gardens Parks & Recreation Director Reuter Pool remodel with the Tribe's help
- Destruction of Kingdom Inn, a former site of much criminal activity.
- 20th Street construction
- Building height increase
- 1-5 Port of Tacoma Road Ramp Widened

City Manager Worthington reported the annual report provides value by

documenting how much the City has accomplished as well as experiencing some significant changes. The Council has moved the vision forward and the City has changed. He referred to the opening of the time capsule of 1982 and the burial of the next time capsule to be opened in 2032.

City Manager Worthington thanked the Council for providing leadership and staff for their efforts and support.

Mayor Johnson thanked department directors for their efforts during the year.

COUNCIL DELEGATE REPORT

Councilmember Cerqui reported on his attendance to the car show and the Tall Ships event. He expressed appreciation to staff for their work and to the organizers of the Tall Ships event. He also attended the P2D2 Program.

Councilmember de Booy said she attended the Tall Ships event and also staffed the City's exhibit booth, which provided an opportunity to share information on the City and receive input from citizens. She also attended the P2D2 Program.

Councilmember Roscoe said she attended the Tall Ships event. She commented on the kid's area which included different activities, such as treasure maps, activities, and stamps.

Mayor Johnson commented on the wonderful opportunity for the community the Tall Ships event provided. There are many volunteer opportunities on many of the ships, especially for young people. One of the schooners caters to girl scout troupes, which is a good experience for young people.

Mayor Johnson referred to previous comments about the City's floodplain. Through the City's leadership on the issue, a task force is forming and the City of Fife will be an active member including the Mayor to develop some solutions.

PUBLIC HEARING

Authorize Community Mixed Use Zone Street Standards

Director Smith reported the public hearing is on Ordinance #1674 for adopting a pedestrian-oriented minor arterial standard to help implement a more pedestrian-oriented downtown area. The proposed arterial design is another step in much work that has preceded the proposal as well as meeting the Council's vision for a more pedestrian-oriented downtown for the City of Fife.

Director Smith reviewed previous community, Planning Commission, and Council meetings on the proposed change.

The new arterial will include two travel lanes, two bike lanes, two 8-foot parking aisles, one 5-foot planter area with street trees in grates, and a sidewalk.

Director Smith advised that it is anticipated that there will be an increase in cost of the street on 20th Avenue because of additional concrete and design elements.

Councilmember de Booy asked staff to provide an example of another street or community that is similar to the proposed street improvements. Director Smith referred to Poulsbo as an example of what Fife is trying to achieve. Another example is downtown Puyallup with street art and buildings set close to the sidewalk with awnings as well as landscaping features.

Mayor Johnson opened the public hearing at 8:00 p.m.

Public Testimony

Monica Adams, Pierce Transit, 1851 SW 304th Street, Federal Way, spoke on behalf of Pierce Transit and the importance of pedestrian enhancements as each transit trip begins and ends as a pedestrian. 20th Street is a major corridor through Fife and very few of the bus stops have passenger amenities, such as benches, shelters, etc. Pierce Transit is interested in partnering with the City to ensure existing bus stops are improved. Pierce Transit would like to contribute up to \$1,000 for each bus stop location for a shelter foundation as well as a bench or shelter at each of the locations.

Diane Evans, 37612 18th Place South, Federal Way, Tacoma Pierce County Health Department, said she co-chairs the Healthy Eating and Active Living Coalition of Pierce County. Activity is a factor in many diseases including obesity, diabetes, heart disease, and stroke. When streets are designed and operated to incorporate all users – pedestrians, bicyclists, motorists, and transit users of all ages and abilities, residents are more likely to reach their recommended daily physical activity levels. The Board of Health recently passed a complete streets resolution and is asking Pierce County municipalities to adopt and implement complete street policies. The proposed ordinance is a great step towards that goal. The Department of Health applauds the Council for its direction in creating a more pedestrian-oriented downtown. She thanked the Council for their leadership in improving the health of residents.

Norm Wice, 6824 20th Street East, said he's attended many of the

meetings and agrees with the proposal. The 20th Street corridor must be completed. The City of Fife has evolved from a farming community to an industrial area. The City is finally becoming a city. The key to the success of the City is the improvements and design of 20th Street to make it pedestrian-friendly and an area that will attract visitors from other areas. Mr. Wice commented on the efforts of staff, Planning Commissioners, and the City in its negotiations with Portside. Portside originally backed off from what it originally proposed and agreed to build a development that fits within the corridor. The development and street improvements will be a benefit to the community.

Jeffrey Brown, 6754 Anthem Street E, said he supports the proposed improvements for 20th Street as it will improve accessibility and increase the corridor's pedestrian-friendliness. He noted as a Fife Planning Commissioner, much work was invested in the development of the standards.

David Boitano, 3304 Sound View Drive, University Place, expressed support of the proposed action as it sets the course for what the City of Fife is trying to accomplish in terms of improving an environment and structure that encourages development. One of the parallel items the Council needs to address is the compensatory storage issue so that it's feasible to develop within the zone. The Council needs to develop some solutions in terms of development. Another aspect is the City's consideration for a library. In terms of the zone, a library would be a magnet in attracting pedestrians. He encouraged the Council to address the gap along the corridor between 63rd and Portside.

Carole Sue Braaten, 2410 Barry Lane East, commented on her support for improvements to the State Route. She said she doesn't agree with adding more congestion along the state route because it is an escape route from the valley. She asked the Council to consider that aspect in terms of the safety of citizens. She said she supports pedestrian paths. She complained about the lack of transit service and the lack of adequate service hours. She asked the Council to reconsider its action for the safety of its citizens.

Gerald Albertson, 7911 50th Street East, supported the proposed ordinance for improving 20th Street. The step is an important action in the overall process of what the City is trying to accomplish in the area of the 20th Street corridor.

Jim Call said he is a Planning Commissioner and supports the development of the pedestrian-oriented commercial district. Similar actions have been completed across the country in small and larger towns.

There is a need for a City center.

Mayor Johnson closed the public hearing at 8:15 p.m.

ORDINANCES AND RESOLUTIONS

ORDINANCES

#1674 Authorize Community Mixed Use Zone Street Standards

City Clerk/Finance Director Marcotte read the title of Ordinance #1674:

An ordinance of the City Council of the City of Fife, Washington, amending Fife Municipal Code Section 12.20.070 regarding street standards for minor arterials.

Motion

Councilmember Roscoe moved, seconded by Councilmember Brooks, to approve Ordinance No. 1674; Authorize Community Mixed Use Zone Street Standards.

Councilmember Roscoe commented on how I-5 severed the center of Fife. She referred to a conversation with her nephew concerning the City's downtown and the times they have spent visiting other community centers. Currently, there is no community center for Fife on the south side of I-5. She expressed support of the ordinance.

Councilmember Brooks said the ordinance is a good step in the right direction for creating a community center. He expressed appreciation to Council, staff, and the Planning Commission for their time and efforts as well as citizens who have testified in either support or nonsupport of the proposal.

Councilmember Godwin said it's important to consider the regional stormwater pond because without the facility, development along the corridor will be nearly impossible. Developers instead will have to factor stormwater retainment into their development proposal, which reduces buildable area. The City needs to initiate the system for transporting stormwater from the area into a regional storm facility. He suggested the Council should also begin planning for the gap before waiting for the area to develop.

Councilmember Hull acknowledged his stern comments to staff at the last meeting. He said often when being proactive, mistakes often occur, and that it's a lesson to be learned. He said he appreciates citizens who spoke on the issue. He said he supports the project.

Councilmember Cerqui said he supports the proposal. He thanked

Planning Commissioners for their work and citizens who testified. He commented positively about Pierce Transit's offer to improve bus stops along the corridor. The design standard will help create a sense of community. He thanked staff for their work. He agreed the City needs to consider the regional stormwater facility.

Councilmember de Booy commented positively on the proposal. She said she was on a steering committee several years ago in terms of discussions to prompt action in the community to develop a community-based area. Fife is known as a wellness city and has received several wellness awards recognizing the City's efforts. The corridor would also be a good location for a library. She commented on the civic end of the corridor and that in the future, improvements along the corridor will anchor both ends and enable citizens and employees to utilize services and retail stores as they develop along the corridor.

Mayor Johnson said the action will contribute to a livable and walkable community. He thanked citizens for testifying and staff for their efforts.

Motion

Motion carried unanimously.

RESOLUTIONS

**#1198 Contract Award
with BCRA for Brookville
Gardens Architectural
Design**

City Clerk/Finance Director Marcotte read the title of Resolution #1198:

A resolution of the City Council of the City of Fife, Washington, authorizing execution of a contract with BCRA Inc., for architectural and engineering design services for Brookville Gardens Community Park.

Director Reuter reported the presentation will be a review of a scope of work and a request to the Council to approve a contract with BCRA to complete architectural and engineering design services for Brookville Gardens Community Park. He introduced Dave Rehfeld, consultant, BCRA.

Director Reuter reported in 2007, a master plan was completed for the park involving the Council, citizens, and the Parks Board. In May 2008, staff advertised a "Request for Qualifications" to pursue the next steps on the project to include all design and engineering work to arrive at a point to begin construction. Four firms were interviewed with participation on the interview panel by Councilmembers Hull and Godwin. BCRA was selected as the design firm for the project.

Since then, staff has met with BCRA to review various aspects of the draft scope of work. The project team associated with the design and

engineering group led by BCRA includes Mr. Rehfeld, Belt Collins for civil engineering, Valerian for landscape architecture, and Anchor Environmental which will provide environmental science and engineering services. One main theme in the development of the scope of work is to capture all the elements included in the master plan and the essence of what the City wants the park to be. The Council provided a great deal of input as well as vision in terms of what the park should be. The scope of work attempts to capture that vision.

Director Reuter reviewed Phase 1 of the Scope of Work. Even though there is an approved master plan, there are still several elements within the master plan that do not have a level of detail. They include the creek enhancements and the habitat restoration project. Some significant work will need to be completed between staff, Council, and the design team to determine the final design details.

Park buildings include the picnic shelter, restroom, and park maintenance buildings. A decision will need to occur on the type of buildings and whether the City wants a custom theme for the buildings. There may be an opportunity to consider several play structures, as well as the type of structure and if it should tie into the central theme of the structure design. Phase 1 includes time for those items to carry forward to the next step and refining the final design.

Phase 1A includes design refinement and taking the elements and moving forward with developing the vision for the park.

Phase 2 includes design development and permitting, which will take time.

Phase 2A involves bidding and construction administration. Each member of the design team is involved in the process. The consultant will offer assistance with the bidding process, but will require the City to provide services as well during the bidding process. Limited construction administration is also included.

Director Reuter referred to the breakdown of each phase of work and the associated work included in each phase as well as the costs. A 10% overhead and subconsultant fee is included. The scope of work will provide for a final site plan for the parks maintenance and operations area. However, it does not provide for preparation of the construction documents. Other services can be added if the Council desires. A value-engineering component can be added and cost will be determined at conclusion of 95% construction document submittal.

Director Reuter emphasized that although there is an approved master plan

for the site, there still needs to be a considerable amount of work completed to refine the master plan to arrive at a level of specificity, which will take some time.

Mr. Rehfeld said the company is pleased and gratified to be a part of this aspect of the project. The team has spent a considerable amount of forethought and time in preparing the scope of work. The scope of work covers everything the project requires. The team reviewed the master plan and believes there are potentials and possibilities that merit more exploration and further definition for the City. The team anticipates returning to the Council with fully expanded aspects of the master plan.

Motion

Councilmember Roscoe moved, seconded by Councilmember Godwin, to approve Resolution #1198; Contract Award with BCR for Brookville Gardens Architectural Design.

Councilmember Godwin said when the Council considered the project the cost estimate was \$1.5 million. He asked whether that amount is still sufficient to complete the project. City Manager Worthington said the amount is insufficient. Councilmember Godwin inquired about when the amount changed and to what extent. City Manager Worthington said the scope of work indicates completing 10% of the design in the first phase and, at that point, it may be possible to estimate a realistic budget for the project.

Mr. Rehfeld said the Council will receive a full presentation of an amplified master plan with more detail and illustration as well as a first estimate of the costs associated with all phases of development.

Councilmember Godwin said he believed the project was to be completed in two phases at a cost of \$750,000 for each phase. The scope of work reveals an excess of \$500,000 without any movement of dirt. At this time, it's unknown what the budget will be. It may be that the approach is far beyond the City's reach. The project has turned into a money pit. He said the rules have been changed and he wasn't aware the rules were changed and how much money is to be spent.

City Manager Worthington responded that staff is keenly aware of the design cost and has engaged in protracted conversations about the cost and why it's so high. There are two variables that are unknown at this stage. One concerns the project design and themed structures, which will have a higher architectural design and manufactured and construction costs, and the other is an option of an out-of-the box construction that are typical and practical, but not necessarily achieving the vision the Council desires. Secondly, another unknown is the restoration work under consideration by

the Council. That work may be expansive. However, it will meet Council goals. The consultant anticipates that the restoration work will be expensive and will take time to design and permit.

Mr. Rehfeld said the scope of work provides the best understanding of what will be required to proceed through preliminary design for the restoration of the creek. There will be many permits as well as a permit sequence to follow. Additionally, there was interest by the City to bid the project as one project instead of splitting the project into creek restoration and park development. There are benefits in packaging the project as one main project.

Councilmember Godwin said if the cost of \$500,000 is necessary to obtain a price for construction of the park, he will not support the proposal. He noted if the City cannot afford the park after the cost estimate is completed, the City will have spent \$500,000 for basically nothing. City Manager Worthington said the concern is one reason for the discussion. Based on staff's understanding of the Council's vision for the area, the approach will achieve that vision. Staff may not have the correct understanding of the Council's vision, which is why the consultant is seeking clarification as well as providing a budget for the clarification process. The estimate of \$2 million for construction is likely in the ballpark today. However, the City will not know until the design is completed. The scope of work can be changed for another approach that provides the front-end work and allows for continuation or termination of the contract. He added that during the recent 2009 budget discussion, staff pointed out that the parks budget will likely exceed what was projected earlier.

Mayor Johnson reported he spoke with the City Manager earlier in the day regarding the issue. The scope of work for the proposal includes a cost of \$130,000 associated with permits for wetland enhancement, which was part of the goal for the park to maintain an open and natural area as well as completing some stream enhancements to help build a community connection with the creek. The Council set aside \$100,000 for a creek restoration project. There is also some design for the shelters. The plan is for a shelter for 100 people. He said he's unsure when the size of the shelter was determined. Additionally, there is a 50-space parking lot. He said he's also unsure of how the size of the parking lot was determined. Further discussions need to occur on many of the design elements to refine the design that the Council and community wants. However, it will require some funds.

Councilmember Hull referred to previous meetings and presentations and inquired about planned public outreach. Mr. Rehfeld said there is

anticipation to move into design development and present some refinements and additional details in areas the master plan lacks. The intent is to provide a presentation to the Council after the design team thoroughly reviews the plan to present a preliminary estimate. That could occur during a Council meeting or a separate community meeting.

Councilmember Hull said he recollected that the discussions during the interview process touched upon a process of reaching out to the community at different locations to seek public input. Mr. Rehfeld said a tour of the park could occur with an advanced notice inviting the community. Many of the ideas from the public can be considered by the design team as it refines the design. The proposed budget includes a full presentation by the full team for either one or two presentations as the team progresses through the master plan.

Councilmember Hull referred to the costs associated with the park and that the citizens need a park because of daily impacts citizens face in their lives. The money expended on the park is well worth having a park for citizens to enjoy along with an element of environmental creek restoration.

Councilmember Brooks asked whether sales tax is assessed on a professional services contract. Staff acknowledged sales tax is not assessed on a professional services contract.

Councilmember Brooks asked for examples of other projects completed by BRCA. Mr. Rehfeld said the company is currently working with Kitsap County on a master plan for a Kitsap south regional park. The regional facility is a 200-acre park. BRCA is developing master plan alternatives. The company has also worked with Metro Parks Tacoma and Point Defiance and Northwest Trek on buildings, recreational facility development, and special visitor attractions. Mr. Rehfeld said he brings considerable amount of park experience to the project ranging from neighborhood to regional parks.

Mr. Rehfeld provided additional information on the qualifications and the role of the subcontractors on the project at the request of Councilmember Brooks.

Councilmember Brooks inquired about the type of the proposed contract. City Attorney Amann advised that the proposal is a not-to-exceed time and materials contract. Councilmember Brooks asked if there is a general rule of thumb in terms of the percentage of the project allocated to design and whether incorporation of the creek restoration element affects the design estimate. Mr. Rehfeld confirmed there is a general percentage range that applies to professional services. However, it depends on the project

elements and the personality of the project. The City's project is complex and there is some upfront work the design team has put into the project.

Councilmember Brooks asked whether there is a cost associated with bidding the project in 2008 rather than in spring 2009. Mr. Rehfeld said the intent is to bid as much of the project as possible to include infrastructure improvements from Valley Road to extending utilities and stubbing for future park maintenance and operations. That element is a substantial project. Creek restoration next summer involves a window of time during summer 2009. The project could be bid entirely or just the creek. However, for creek restoration, it will not occur until summer 2009.

Councilmember Brooks said he will support the contract but is very concerned with the cost of the project getting out of control. He asked Mr. Rehfeld to provide the Council with an engineer's estimate at the earliest opportunity.

City Manager Worthington said he believes the first phase includes an early estimate of the overall project cost. The Council can review the estimate at that point and elect to make different choices. Mr. Rehfeld said an estimate will be provided in early fall.

Councilmember Cerqui inquired about the cost of another creek alignment enhancement project. Director Blount said the enhancement will cost approximately \$1 million. He described the permit process and involvement of the U.S. Army Corps of Engineers, which will involve a much longer and detailed process. There was approximately \$300,000 in design fees and permit costs

Councilmember Cerqui acknowledged the costs associated with environmental permitting and design but expressed concerns with the scope of work costs in light of the recent downturn in economy. He offered the suggestion of considering a phased approach as the City may be unable to move forward in a timely fashion.

Councilmember de Booy said she also recollects the project would be completed in several phases. The City needs the park and she supports having the park, but she is also concerned with costs and supports consideration for moving forward in a phased approach.

Councilmember Roscoe inquired about staff's direction to BRCA to move forward and prepare construction bid documents in such a way to allow for certain elements of the project to be bid separately. Mr. Rehfeld said the team will pursue various phases and refine project cost estimates as the

team undertakes the work and as the Council directs. For example, Anchor Environmental will be able to provide more definitive costs for restoration of the creek. Belt Collins will be able to provide more costs on infrastructure and civil engineering related for park site improvements.

Councilmember Roscoe asked whether the design team is working with staff on the existing master plan for revision and refinement during Phase 1. She asked if there will be any involvement by the Council. Mr. Rehfeld said the team will work directly with City departments in terms of refining the master plan and will be present information to the Council on the details as they are refined. City Manager Worthington said he anticipates the Council will be involved either as a subcommittee or as a whole as well as involvement from the Parks Board.

Councilmember Roscoe inquired about the possibility of informing the Council of the completion of Phase 1 before moving forward. City Manager Worthington affirmed that the Council will be involved prior to moving forward. Mr. Rehfeld advised that the team will be at the halfway point of preparing cost estimates, construction documents, and design development at the end of Phase 1 and 1A.

Councilmember Roscoe asked to receive a full copy of the scope of work.

Councilmember Brooks clarified that it's important to consider that there is a big difference in phasing design and phasing construction. It's likely not possible to design the project in piecemeal increments. The project needs to be designed in its entirety. There are ways to handle costs as the project moves forward. There are three components of the project to include creek restoration, park, and the maintenance facilities. It will be fairly easy to have a base bid with alternate adds for the shelter and other elements. Creek restoration and park development should go hand-in-hand. Maintenance facilities and some of the other amenities can be constructed at different times.

Councilmember Godwin asked about the amount of park funds available in 2009 for constructing the park. City Manager Worthington said the parks budget for 2009 includes approximately \$1 million. He acknowledged that there is a shortfall. Councilmember Godwin said he understands the concerns expressed by Councilmember Hull in terms of having a park for Fife citizens, which is why the property was purchased. However, he doesn't believe citizens want a tax increase to build the park. The City needs to consider whether it's financially feasible. He said his concern is investing up to \$500,000 and then determining it's not possible to construct. He suggested receiving an estimate early in Phase 1 so that the Council will know whether the park is financially feasible. City

Manager Worthington said it is likely possible to receive an estimate at the cost of \$60,000 or below.

Mayor Johnson acknowledged earlier comments on impacts to citizens and that the park is a great way to give back to citizens. He noted various sources of gambling tax could fill the funding gap.

Motion

Motion carried. Councilmember Cerqui opposed.

NEW BUSINESS

Discussion on P2D2:

Councilmember Hull reported the issue of prescription drug disposal was discussed during a presentation at the Performing Arts Center at Columbia Junior High School the previous evening. Several members of the community were invited to attend representing public works, law enforcement, elected officials, pharmacists, educators, and state representatives. Three of the top pilot programs was the center of discussion for addressing pharmaceuticals in the water supply, rivers, streams, and other major water bodies. Western Washington is unique in that most of the state's water source is from the mountains, which is generally untouched by the discharge of pharmaceuticals. The issue is of a public safety concern especially to children.

The discussion focused on several questions. One pertains to Fife's role in the reduction of pharmaceuticals in the water supply. Another pertains to the next steps and how to proceed. He suggested the first thing to pursue is the message to convey to citizens on the proper disposal of unused pharmaceuticals. The City should become proactive in addressing the issue as well as in regulations to develop some solutions. Another question is how to start a program.

Councilmember Hull asked for feedback from the Council on how the City should proceed.

Mayor Johnson commented on Councilmember Hull's assumption of a leadership role on the issue of discharge of pharmaceuticals. Paul Ritter, a science teacher at Pontiac Township High School, began a program to educate both his students and the public about the importance of keeping drugs and chemicals out of the water. Mr. Ritter's program was launched in 11 counties. The State Legislature, through Representative Dawn Morrell's leadership, is active in trying to change some of the regulations prohibiting those types of programs. Fife could move forward with a program at a low cost and begin making an impact by removing pharmaceuticals out of the waste and water stream. The question is whether the Council wants to be on the forefront and take a position on the

issue.

Councilmember de Booy said the meeting raised awareness for her personally as she never considered the disposal method of unused pharmaceuticals. An entity is needed to spearhead the effort. Fife as a wellness City would be logical choice beginning with sending out notices with customer billings or publicizing the information because the effort involves doctors, hospitals, and pharmacists. There is a program to safely dispose unused pharmaceuticals. She expressed support for a program.

Mayor Johnson noted that the many programs that are currently available focus only on the means of collection of waste products with the preferred method of disposal as incineration. Fife's program would involve establishing a system or network to collect pharmaceuticals.

Councilmember Godwin acknowledged that the programs currently available are good programs. One place for a potential partnership is with Group Health that has already initiated a program. He suggested that before pursuing any action the City needs to research the issue more thoroughly.

Mayor Johnson said the question is whether the Council wants staff to invest any more time and provide information on costs and what it might involve.

Councilmember Cerqui thanked Councilmember Hull for his leadership on the issue. He discussed the issue with Representative Morrell, who is working on a bill for the 2009 legislative session to change state regulations. He suggested having staff review some alternatives and what the City can do to participate.

Councilmember Roscoe encouraged the City to move forward with partnerships in other organizations. She said she's not convinced the City should assume start-up costs. She requested more information on costs as a lead agency.

Councilmember Hull said that during his discussion with Representative Morrell, she encouraged moving forward on a program. It's unknown what will occur during the legislative session. He suggested having staff provide cost information as well as information on other programs and potential partners.

City Manager Worthington commented on the attendance at the previous evening's meeting. Staff hasn't looked at detailed costs associated with a program. He suggested considering the City's current disposal process for

narcotics as well as partnering with other entities/jurisdictions in helping with public outreach and education. He suggested at a minimum meeting with several of the participants to ascertain interest. A list of contact information from the meeting will be distributed to all participants.

The Council agreed for staff to move forward to obtain more information and schedule some additional meetings for possible partnerships.

CITY MANAGER REPORT

City Manager Worthington reported on the following activities:

- On July 19, 2008, Dacca Park will televise Bee Movie outdoors.
- The Fife Chamber of Commerce is scheduling a floodplain meeting on July 23, 2008 from 5:00 p.m. 7:00 p.m. at the Fife Community Center for the business community. The meeting will address questions on flood insurance and floodplain changes in the community. City staff is participating in the meeting along with insurance professionals.
- The Council received notice of the Puget Sound Partnership's work on cleaning up Puget Sound. The Partnership will be meeting in Tukwila. City Manager Worthington and several Councilmembers are planning to attend.
- The Council was asked to consider whether to schedule an August study session.

COUNCILMEMBER COMMENTS

Councilmember Godwin inquired about the maintenance status of the soccer fields on the City's property. Director Reuter reviewed the current status of the fields and future maintenance and improvements planned for the fields.

Councilmembers individually commented on their participation in the Tall Ships event.

Councilmember Hull referred to public notices for participation in a patrol academy through Pierce County. He asked whether the City offers a similar program. City Manager Worthington reported the City currently offers a police reserve program. A reserve academy is held in conjunction with seven other jurisdictions. The program has proven to be very effective in Fife and it's a great way to supplement Police Department resources.

Councilmember Brooks thanked the Police Department for higher patrol emphasis on 48th Street. He said he is unable to attend the July 15, 2008 study session as he is coaching his fast-pitch team in Nevada.

Councilmember de Booy commented on her participation in the Fife booth

during the Tall Ships events. Some things citizens discussed of interest involved the library, grocery store, and traffic. One traffic concern involved Alexander and the need for two traffic lanes. Director Blount reported the intersection is a state highway located in the City of Tacoma. The City has sent similar requests to the state and the City of Tacoma on behalf of several business owners.

Motion

Councilmember Roscoe moved, seconded by Mayor Johnson, to extend the meeting five minutes. Motion carried.

Councilmember Roscoe shared information about her involvement in the community, with the Council, and with her family. She said she is most proud of her recent involvement in the attempted summit to Mt. Rainier by three injured veterans through the organization, Camp Patriot. Her brother-in-law, who was previously a guide at Mt. Rainier, is leading the three injured veterans. She said she hiked with them to Camp Muir. She commended the veterans for their service to their country and their strength to continue leading a normal life.

Mayor Johnson reported he and his family spent the 4th of July at Ft. Lewis with several soldiers and their families and veterans. One veteran is a Medal of Honor honoree.

CITIZEN COMMENTS

Carol Sue Brighton, 2410 Barry Lane East, expressed concerns about the cost for the park. She noted the reduction in sales tax receipts experienced by the City of Tacoma. The City of Tacoma is having to layoff employees and is cutting back significantly. She agreed that the proposal for the park needs to be reconsidered. She suggested the City of Tacoma's hazardous waste disposal program as a possible program for pharmaceutical waste.

ADJOURNMENT

Mayor Johnson adjourned the meeting at 10:07 p.m.

Barry Johnson, Mayor

Steve Marcotte, City Clerk/Finance Director

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

Payroll Vouchers #44696 - 44755

For The Month of July 15, 2008 Payroll and Benefits

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

Payroll authorized by Current Budget Ordinance.

Grand total amount: \$542,511.53

Steve Marcotte
Clerk/Treasurer

Councilmember

Councilmember

Councilmember

Councilmember

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 73075 through 73227 in the amount of \$ 727,522.64 are approved for payment on 7-22-08. (23.00) Void CK 72996

Councilperson _____

Councilperson _____

Councilperson _____

Councilperson _____

City Clerk/Treasurer _____
□□□

City Manager's approval of facsimile signature on Warrants

07/15/08:57

BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Home Depot Credit Services Brush, Dust Pan, Roll Cover, T	7448	73075	\$207.45
	General Government, Facilities & Property Division, Office & Operating Supp		
Utility Brush, Tray, Bucket, P	Parks, Rec. & Senior Services, Swim Center Division, Office & Operating Sup		\$315.13
Buffer Part, Cord	Parks, Rec. & Senior Services, Swim Center Division, Office & Operating Sup		\$20.60
Buffer	Parks, Rec. & Senior Services, Swim Center Division, Small Tools, Equip		\$21.77
Claimant Total:			\$564.95
HSBC Bus. Solutions (Costco) Chips, Pop, Bagels, Bread, Cho	4651	73076	\$121.88
	Legislative, , Postage		
TV, Wall Mount	Police, Operations Division, Grant Expenses/Police		\$1,548.20
Chips, Popcorn, Cookies	Detention Services, , Merchandise for Resale		\$79.28
TV	Parks, Rec. & Senior Services, Swim Center Division, Other Improvements		\$457.78
Juice, Milk, Detergent, Bandai	Detention Services, , Supplies/Jail		\$369.10
Plates, Forks, Soap,	Police, Operations Division, Office & Operating Supplies		\$48.58
Batteries	Police, Operations Division, Office & Operating Supplies		\$49.90
Cake	Parks, Rec. & Senior Services, Swim Center Division, Office & Operating Sup		\$41.97
Pop, Candy, Chips	Parks, Rec. & Senior Services, Swim Center Division, Office & Operating Sup		\$37.86
Coffee, Cups	Parks, Rec. & Senior Services, Swim Center Division, Office & Operating Sup		\$75.27

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BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Ice, Coffee, Pop, Buns, Chips,		Parks, Rec. & Senior Services, Senior/Community Center Div., Center - Senio	\$664.50
Table		Parks, Rec. & Senior Services, Senior/Community Center Div., Small Tools, E	\$238.24
Chips, Chair, Pop, Water, Cook		Police, Community Policing, Office Supplies - SWAT	\$563.53
Brute		General Government, Facilities & Property Division, Office & Operating Supp	\$82.64
TV Mount		Police, Operations Division, Small Tools, Equip	\$108.79
Candy, Snacks, Cheese, Water,		Parks, Rec. & Senior Services, Recreation Division, Summer Day Camp Supplie	\$283.48
Cookies, Snacks, Water		Parks, Rec. & Senior Services, Recreation Division, After school program su	\$96.24
Trail Mix, Cookies, Chips		Police, Operations Division, Office & Operating Supplies	\$48.22
		Claimant Total:	\$4,915.46
Visa	18129	73077	
Shipping		Executive, Information Technology/IT, Telephone, Postage	\$12.48
Chairs		Municipal Court, Municipal Court, Small Tools, Equip	\$535.48
Conference - Lodging, K Ringus		Municipal Court, Municipal Court, Travel, Conf, Schooling	\$432.90
Shipping		Executive, Information Technology/IT, Telephone, Postage	\$60.79
AWC - Lodging, S Worthington		Executive, Executive, Travel, Conf, Schooling	\$238.02
Training - Fuel		General Government, Facilities & Property Division, Fuel Consumed	\$36.37
Mouse, Keyboard, Chair		Executive, Executive, Small Tools, Equip	\$149.02

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BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
AWC - Lodging, B Brooks		Legislative, , Travel, Conf, Schooling	\$79.34
Manuals		Police, Operations Division, Office & Operating Supplies	\$39.20
Flash Drive, Hard Drive		Police, Operations Division, Office & Operating Supplies	\$536.07
AED Supplies		Police, Operations Division, Office & Operating Supplies	\$447.00
Camera Disk		Police, Operations Division, Office & Operating Supplies	\$103.73
Flash Card		Police, Operations Division, Office & Operating Supplies	\$56.08
Ball Chair		Finance & Admin. Services, Administrative Services, Small Tools, Equip	\$107.15
AWC - Lodging, B Johnson		Legislative, , Travel, Conf, Schooling	\$317.36
Flash Drive		Police, Traffic Policing, Office & Operating Supplies	\$9.74
Video-VGA		Executive, Information Technology/IT, Small Tools, Equip	\$69.00
IRU Compact & Standard Boards		Police, Emergency Management Division, Small Tools/Equipment	\$490.00
Registration - Cellular		Police, Investigations, Travel, Conf, Schooling	\$500.00
Printer		Police, Communications/Dispatch, Small Tools, Equip	\$224.99
Coffee		Police, Community Policing, Office Supplies - SWAT	\$97.92
Training - Lodging		Police, Community Policing, Travel, Conf - Negotiator	\$231.63
Conference - Registration, R B		Engineering, Engineering, Travel, Conf, Schooling	\$399.00
Gift Card		Community Development, Planning Division, Commute Trip Reduction Prgm	\$50.00

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BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Mug, Candy, Flashlight, Mirror		Community Development, Planning Division, Commute Trip Reduction Prgrm	\$35.93
Prizes		Community Development, Planning Division, Commute Trip Reduction Prgrm	\$71.26
Subscription - Construction Ex		Community Development, Planning Division, Travel, Conf, Schooling	\$250.00
Registration - Training, C Lar		Community Development, Planning Division, Travel, Conf, Schooling	\$189.50
Pizza		Community Development, Planning Division, Miscellaneous	\$30.24
Registration - Training, C Lar		Community Development, Building Division, Travel, Conf, Schooling	\$189.50
Training - Meikle, Harris, DeG		Finance & Admin. Services, Finance Division, Travel, Conf, Schooling	\$111.00
Shipping		Executive, Information Technology/IT, Telephone, Postage	\$22.94
Admission - Woodland Park Zoo		Parks, Rec. & Senior Services, Recreation Division, Miscellaneous	\$439.20
Swim Center Fees		Parks, Rec. & Senior Services, Recreation Division, Miscellaneous	\$107.25
Shipping		Executive, Information Technology/IT, Telephone, Postage	\$22.04
Webhosting		Executive, Information Technology/IT, Professional Services	\$52.00
PA System		Parks, Rec. & Senior Services, Senior/Community Center Div., Other Improvem	\$1,903.99
Videio Cable		Executive, Information Technology/IT, Small Tools, Equip	\$4.35
Adaptors		Executive, Information Technology/IT, Small Tools, Equip	\$34.78
Monitor, RAM, Port Switch		Executive, Information Technology/IT, Small Tools, Equip	\$1,149.83
Credit Video Cable		Executive, Information Technology/IT, Small Tools, Equip	\$-29.99

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Video Cable		Executive, Information Technology/IT, Small Tools, Equip	\$29.99
Switch		Executive, Information Technology/IT, Small Tools, Equip	\$69.95
Cable		Executive, Information Technology/IT, Small Tools, Equip	\$26.51
Greenhouse Supplies		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$46.74
Monitors		Executive, Executive, Small Tools, Equip	\$229.99
Jail Food		Detention Services, , Supplies/Jail	\$453.47
Jail Food		Detention Services, , Supplies/Jail	\$365.15
AWC - Lodging, G Hull		Legislative, , Travel, Conf, Schooling	\$317.36
Seashells, Parrot, Net, Table		C Tourism/Promotion/VCB, , Advertising	\$60.42
Parking Bumper		Water Utility, , Office & Operating Supplies	\$63.77
		Claimant Total:	\$11,470.44
		Grand Total:	\$16,950.85

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BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
4 Paws Pet Food K-9 Food	11919 K-9 Division, , Office & Operating Supplies	73078	\$51.00
Claimant Total:			\$51.00
A-American Locksmith Keys	173 , , Office & Operating Supplies	73079	\$15.77
Keys, Key Tags - Veh #69	, , Office & Operating Supplies		\$23.29
Claimant Total:			\$39.06
Accurint - Account #1264194 Investigations	286 Police, Investigations, Professional Services	73080	\$31.00
Claimant Total:			\$31.00
Air Systems Engineering HVAC Maintenance	426 Parks, Rec. & Senior Services, Swim Center Division, Repairs & Maintenance	73081	\$2,709.40
Claimant Total:			\$2,709.40
Airgas Nor Pac Particulate Respirator	2565 Police, Emergency Management Division, Office & Operating Supplies	73082	\$94.61
Claimant Total:			\$94.61
All American Saw & Tool Hedge Trimmers	549 Drainage District #21, , Small Tools, Equipment	73083	\$103.36
Claimant Total:			\$103.36
Alpine Products Inc Alpine Products	600 Maintenance Division, , Traf Cntrl - Signs & markings	73084	\$1,253.83
Claimant Total:			\$1,253.83
AMB Tools & Equipment Pump Replacement	614 Sewer Utility, , Small Tools, Equip	73085	\$1,081.52
Claimant Total:			\$1,081.52

BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Aqua Care Inc Filter Dome, Impellor	890	73086	\$138.99
	Parks, Rec. & Senior Services, Swim Center Division, Office & Operating Sup		
Chemicals, Chlorine, Stain Inh	Parks, Rec. & Senior Services, Swim Center Division, Supplies - Chemicals		\$505.71
		Claimant Total:	\$644.70
Aramark Uniform Services Mat Service	944	73087	\$55.53
	Operations Division, , Repairs & Maintenance		
Uniform Services	Parks, Rec. & Senior Services, Park Maintenance, Professional Services		\$31.90
Uniform Services	Parks, Rec. & Senior Services, Park Maintenance, Professional Services		\$31.90
Mat Services	General Government, Facilities & Property Division, Professional Services		\$8.98
Mat Service	General Government, Facilities & Property Division, Professional Services		\$8.98
Mat Services	General Government, Facilities & Property Division, Professional Services		\$8.98
Mat Service	Parks, Rec. & Senior Services, Senior/Community Center Div., Professional S		\$14.69
Mat Service	Sewer Utility, , Repairs & Maintenance		\$55.54
Mat Services	Parks, Rec. & Senior Services, Senior/Community Center Div., Professional S		\$14.69
Towels	, , Miscellaneous		\$60.24
Mat Service	Parks, Rec. & Senior Services, Senior/Community Center Div., Professional S		\$14.69
Uniform Services	Parks, Rec. & Senior Services, Park Maintenance, Professional Services		\$31.90

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Mat Service	Water Utility, , Repairs & Maintenance		\$55.54
Claimant Total:			\$393.56
ASL Professionals	995	73088	
Interpreter Services - June 10	Municipal Court, Municipal Court, Professional Services		\$161.82
Claimant Total:			\$161.82
Assoc Of Washington Cities	1100	73089	
AWC Tournament	Legislative, , Travel, Conf, Schooling		\$110.00
Registration - Training, J Whi	Parks, Rec. & Senior Services, Senior/Community Center Div., Travel, Conf,		\$50.00
Claimant Total:			\$160.00
Battery Systems	539	73090	
Welding Cable - Veh #245	, , Machinery & Equipment		\$44.55
Claimant Total:			\$44.55
Berner Inc	1427	73091	
Interpreter Services - July 2,	Municipal Court, Municipal Court, Professional Services		\$242.12
Claimant Total:			\$242.12
Best Cleaners	1425	73092	
Sewing Patches	Police, Operations Division, Miscellaneous		\$157.91
Claimant Total:			\$157.91
Big John's Trophies	1558	73093	
Plaque, Plates, Engraving	Police, Operations Division, Miscellaneous		\$325.64
Claimant Total:			\$325.64
Bird, Feresika S.	1553	73094	
Interpreter Services - July 8	Municipal Court, Municipal Court, Professional Services		\$90.00
Claimant Total:			\$90.00
Black Knight Enterprises	1564	73095	
Badge Patch	Police, Operations Division, Office & Operating Supplies		\$212.16

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u> Claimant Total:	<u>AMOUNT</u> \$212.16
Blue Sky Landscape Service Grounds Maintenance - PW	1567 Sewer Utility, , Professional Services	73096	\$101.55
Grounds Maintenance - CJC	General Government, Facilities & Property Division, Professional Services		\$924.80
Grounds Maintenance - PW	Water Utility, , Professional Services		\$101.55
Grounds Maintenance - PW	Operations Division, , Professional Services		\$101.54
Claimant Total:			\$1,229.44
Blumenthal Uniforms Jacket, Shirts, Holsters, Etc	1570 Criminal Justice, , Small Tools, Equip	73097	\$380.00
Jacket, Shirts, Holsters, Etc	Police, Operations Division, Small Tools, Equip		\$380.00
Jacket, Shirts, Holsters, Etc	Police, Operations Division, Office & Operating Supplies		\$976.18
Flashlight - M Mears	Police, Operations Division, Office & Operating Supplies		\$108.95
Claimant Total:			\$1,845.13
Bob Barker Company Inc Blankets, Toothpaste, Soap, Bo	1340 Detention Services, , Supplies/Jail	73098	\$339.95
Boxers, Lock	Detention Services, , Supplies/Jail		\$97.43
Claimant Total:			\$437.38
Brat Wear Jumpsuit - Westover	1565 Police, Operations Division, Uniform Clothing	73099	\$451.52
Claimant Total:			\$451.52
Brown & Caldwell Pollution Prevention Training	1838 Storm Drainage Utility, , Travel, Conf, Schooling	73100	\$6,486.32

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u> Claimant Total:	<u>AMOUNT</u> \$6,486.32
Carrot-Top Industries Flag - Courtroom	2544	73101 Municipal Court, Municipal Court, Small Tools, Equip	\$52.87
		Claimant Total:	\$52.87
Chough, Kwang Interpreter Services - July 8	2906	73102 Municipal Court, Probation Division, Professional Services	\$80.00
Interpreter Services - July 1		Municipal Court, Municipal Court, Professional Services	\$110.00
Interpreter Services - July 8		Municipal Court, Municipal Court, Professional Services	\$80.00
		Claimant Total:	\$270.00
City Of Fife Utilities	3050	73103 Parks, Rec. & Senior Services, Senior/Community Center Div., Public Utility	\$1,157.92
Utilities		General Government, Grounds Division, Public Utility Svcs	\$7,065.52
Utilities		General Government, Facilities & Property Division, Public Utility Svcs	\$4,127.71
Utilities		Operations Division, , Public Utility Svcs	\$614.78
Utilities		Parks, Rec. & Senior Services, Park Maintenance, Public Utility Services	\$4,766.24
Utilities		Parks, Rec. & Senior Services, Swim Center Division, Water/Sewer Utilities	\$6,577.79
Utilities		Sewer Utility, , Public Utility Services	\$27.88
		Claimant Total:	\$24,337.84
City Treasurer Utilities	3200	73104 General Government, Facilities & Property Division, Public Utility Svcs	\$3,154.18
Utilities		Sewer Utility, , Public Utility Services	\$2,404.74

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Utilities		Parks, Rec. & Senior Services, Senior/Community Center Div., Public Utility	\$633.89
Utilities		Parks, Rec. & Senior Services, Park Maintenance, Public Utility Services	\$43.92
Utilities		Operations Division, , Public Utility Svcs	\$149.30
Utilities		Water Utility, , Public Utilities	\$1,060.65
Utilities		Maintenance Division, , Street Lighting	\$763.96
Utilities		Maintenance Division, , Traffic Control	\$414.53
Utilities		Storm Drainage Utility, , Public Utility Services	\$923.81
		Claimant Total:	\$9,548.98
City Treasurer 2nd Qtr 2008 Sewer Service Cha	3201	73105 Sewer Utility, , Tacoma Treatment	\$328,876.11
Replace Pumps - Station #8		Sewer Utility, , Repairs & Maintenance	\$4,247.96
		Claimant Total:	\$333,124.07
Cleanworks Janitorial Services	3215	73106 Water Utility, , Professional Services	\$216.67
Janitorial Services		Sewer Utility, , Professional Services	\$216.66
Janitorial Services		Operations Division, , Professional Services	\$216.67
Janitorial Services		Parks, Rec. & Senior Services, Swim Center Division, Professional Services	\$950.00
Janitorial Services		General Government, Facilities & Property Division, Professional Services	\$650.00

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BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Janitorial Services		General Government, Facilities & Property Division, Professional Services	\$1,300.00
Janitorial Services		General Government, Facilities & Property Division, Professional Services	\$1,650.00
Janitorial Services		Parks, Rec. & Senior Services, Senior/Community Center Div., Professional S	\$850.00
Claimant Total:			\$6,050.00
Coastwide Laboratories Tissues, Towels, Liners	3251	73107 General Government, Facilities & Property Division, Office & Operating Supp	\$211.67
Toilet Tissue, Towels		Parks, Rec. & Senior Services, Swim Center Division, Office & Operating Sup	\$122.37
Claimant Total:			\$334.04
Cook Paging Pagers	3669	73108 Police, Communications/Dispatch, Telephone	\$74.18
Claimant Total:			\$74.18
Copy Wrights Copies	3778	73109 Engineering, Engineering, Office & Operating Supplies	\$5.44
Envelopes		Police, Operations Division, Office & Operating Supplies	\$189.04
Flyers		Legislative, , Office & Operating Supplies	\$47.09
Copies		Engineering, Engineering, Office & Operating Supplies	\$2.72
Copies		Engineering, Engineering, Office & Operating Supplies	\$5.44
Copies		Engineering, Engineering, Office & Operating Supplies	\$41.29
Copies		Engineering, Engineering, Office & Operating Supplies	\$7.62

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BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Bid Specs, Plans	Street Preservation, , Engineering		\$236.57
Bid Specs, Plans	Street Preservation, , Engineering		\$131.64
Claimant Total:			\$666.85
Courtesy Auto Service	3776	73110	
Tires - Veh #470	, , Repair Parts - Parks		\$485.03
Claimant Total:			\$485.03
Credit Northwest Corp	5163	73111	
Backgrounds	Police, Operations Division, Professional Services		\$20.00
Claimant Total:			\$20.00
CSK Auto Inc	3919	73112	
Dip Baskets	Parks, Rec. & Senior Services, Senior/Community Center Div., Small Tools, E		\$29.34
Plus Pads, Oil Filter, Bumper	, , Repair Parts - Parks		\$65.79
Liquid Carwash	, , Office & Operating Supplies		\$7.61
Audio	, , Office & Operating Supplies		\$7.22
Oil Filters, Black Ice	, , Office & Operating Supplies		\$14.14
Kit Wash	, , Office & Operating Supplies		\$12.96
Claimant Total:			\$137.06
Data Security Corporation	4081	73113	
Offsite Storage	Executive, Information Technology/IT, Professional Services		\$105.50
Claimant Total:			\$105.50
Databar Inc	4277	73114	
Print & Mail Consumer Confiden	Water Utility, , Office & Operating Supplies		\$2,981.69

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BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
		Claimant Total:	\$2,981.69
Davis Door Service Inc Fire Doors Reset	4285	73115 General Government, Facilities & Property Division, Repairs & Maintenance	\$174.08
		Claimant Total:	\$174.08
Dell Marketing L.P. Rail Kits	4002	73116 Executive, Information Technology/IT, Small Tools, Equip	\$337.24
		Claimant Total:	\$337.24
Department of Health Review Comprehensive Water Utility Construction, , Water Comp Plan Update Sys	15776	73117	\$3,705.00
		Claimant Total:	\$3,705.00
DM Recycling Disposal Costs	4344	73118 Parks, Rec. & Senior Services, Park Maintenance, Professional Services	\$345.50
		Claimant Total:	\$345.50
Dodd, Rosita Interpreter Services June 3,5, Municipal Court, Municipal Court, Professional Services	4565	73119	\$720.00
		Claimant Total:	\$720.00
Don Small & Sons Oil Dist Co Oil	15127	73120 , , Office & Operating Supplies	\$438.23
		Claimant Total:	\$438.23
Dunn, Cindy Books	4260	73121 Executive, Human Resources, Wellness Program	\$15.23
		Claimant Total:	\$15.23
Durham, Carl Inspections - Mileage	4680	73122 Community Development, Building Division, Travel, Conf, Schooling	\$36.86
		Claimant Total:	\$36.86

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Edwards, Kory AWC Conference - Meals	4752 Legislative, , Travel, Conf, Schooling	73123	\$85.00
Claimant Total:			\$85.00
Entenmann-Rovin Co K-9 Badges	5158 K-9 Division, , Small Tools, Eqpt	73124	\$155.36
Claimant Total:			\$155.36
Evergreen Equipment Company Sprayer	5200 Parks, Rec. & Senior Services, Park Maintenance, Small Tools, Equip	73125	\$130.51
Air Filters	Operations Division, , Office & Operating Supplies		\$54.67
Loop Trimmer, Nuts, Washers, Water Utility, , Small Tools, Equipment B			\$570.48
Gallon Jug	Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie		\$71.75
Claimant Total:			\$827.41
Federal Express Delivery Costs	5489 Police, Operations Division, Postage	73126	\$41.74
Claimant Total:			\$41.74
Ferguson Enterprises Inc Cored Plug	5541 Sewer Utility, , Office & Operating Supplies	73127	\$3.81
Claimant Total:			\$3.81
Fife Chamber of Commerce Meetings - Meals, Cerqui	5640 Legislative, , Travel, Conf, Schooling	73128	\$20.00
Meetings - Meals, Potter, Smith Executive, Executive, Travel, Conf, Schooling			\$40.00
Claimant Total:			\$60.00
Fife Lions Club Calendar Ads	5700 General Government, Facilities & Property Division, Advertising	73129	\$82.00

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Calendar Ads		Parks, Rec. & Senior Services, Senior/Community Center Div., Advertising	\$82.00
Calendar Ads		Parks, Rec. & Senior Services, Swim Center Division, Advertising	\$82.00
		Claimant Total:	\$246.00
Fife Pharmacy & Gifts	5850	73130	\$67.02
Medical Services - Federal Way		Detention Services, , Inmate Medication	
Medical Services - Fife		Detention Services, , Inmate Medication	\$46.96
		Claimant Total:	\$113.98
Fife Printing	5775	73131	\$182.78
Traffic Infraction Forms		Municipal Court, Municipal Court, Office & Operating Supplies	
		Claimant Total:	\$182.78
Fife School District	5902	73132	\$87.50
Facility Rental		Legislative, , Office & Operating Supplies	
Grounds Maintenance		Parks, Rec. & Senior Services, Park Maintenance, Professional Services	\$2,638.00
		Claimant Total:	\$2,725.50
First Stop Fire & Safety	6085	73133	\$102.05
Maintenance - Fire Extinguisher		Water Utility, , Repairs & Maintenance	
Maintenance - Fire Extinguisher		Operations Division, , Repairs & Maintenance	\$102.06
Maintenance - Fire Extinguisher		Sewer Utility, , Repairs & Maintenance	\$102.05
		Claimant Total:	\$306.16
First Student	6086	73134	\$296.00
Bus Rental		Parks, Rec. & Senior Services, Recreation Division, Operating Rents & Lease	

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
		Claimant Total:	\$296.00
GE Capital	6402	73135	
Postal Meter Lease	Police, Operations Division, Operating Rents & Leases		\$30.46
		Claimant Total:	\$30.46
Genesis Jail Ministries	6794	73136	
Counseling	Detention Services, , Professional Services		\$625.00
		Claimant Total:	\$625.00
Geoline Positioning Systems	6801	73137	
GIS Units, Software	Utility Construction, , Water Fixed Asset Inventory		\$8,508.18
		Claimant Total:	\$8,508.18
Grainger	7125	73138	
Batteries	Operations Division, , Office & Operating Supplies		\$13.21
Wasp Spray	Operations Division, , Office & Operating Supplies		\$11.32
Mat	Sewer Utility, , Office & Operating Supplies		\$300.28
Conduit Fitting	Operations Division, , Office & Operating Supplies		\$10.78
Wrap, Wipes, Seal	Operations Division, , Office & Operating Supplies		\$11.99
Arm Gripper, Rake	Operations Division, , Small Tools, Equip		\$41.55
Wasp Spray	Operations Division, , Office & Operating Supplies		\$14.84
Safety Eyewear, Hard Hats	Operations Division, , Office & Operating Supplies		\$52.81
Safety Eyewear, Hard Hats	Sewer Utility, , Office & Operating Supplies		\$52.81
Safety Eyewear, Hard Hats	Water Utility, , Office & Operating Supplies		\$52.81
Wasp Spray	Sewer Utility, , Office & Operating Supplies		\$11.31

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Batteries		Water Utility, , Office & Operating Supplies	\$13.21
Wasp Spray		Water Utility, , Office & Operating Supplies	\$11.31
Wrap, Wipes, Seal		Water Utility, , Office & Operating Supplies	\$11.98
Blower		Sewer Utility, , Office & Operating Supplies	\$66.48
Batteries		Sewer Utility, , Office & Operating Supplies	\$13.21
Eyebolt		Sewer Utility, , Office & Operating Supplies	\$55.05
Sander/Grinder, Brushes		Sewer Utility, , Small Tools, Equip	\$128.98
Wrap, Wipes, Seal		Sewer Utility, , Office & Operating Supplies	\$11.98
V Belt		General Government, Facilities & Property Division, Office & Operating Supp	\$10.21
Combination Lock		General Government, Facilities & Property Division, Office & Operating Supp	\$9.37
Cleaner, Wasp Spray		Operations Division, , Office & Operating Supplies	\$21.08
Conduit Fitting		Operations Division, , Office & Operating Supplies	\$32.34
Wall Mount		Parks, Rec. & Senior Services, Swim Center Division, Small Tools, Equip	\$145.86
Sprayers, Cleaners, Lubricant		Operations Division, , Office & Operating Supplies	\$43.54
Claimant Total:			\$1,148.31
H D Supply - Waterworks	11400	73139	
Epoxy		Water Utility, , Office & Operating Supplies	\$181.72
Claimant Total:			\$181.72

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Hasler Financial Services Postage Meter Lease	7361	73140 Parks, Rec. & Senior Services, Recreation Division, Telephone/Postage	\$1.10
Postage Meter Lease		Sewer Utility, , Telephone, Postage	\$31.78
Postage Meter Lease		Legislative, , Postage	\$0.22
Postage Meter Lease		Parks, Rec. & Senior Services, Swim Center Division, Telephone, Postage	\$3.00
Postage Meter Lease		Parks, Rec. & Senior Services, Recreation Division, Telephone/Postage	\$5.12
Postage Meter Lease		Tourism/Promotion/VCB, , Telephone, Postage	\$0.58
Postage Meter Lease		Community Development, Planning Division, Postage	\$10.53
Postage Meter Lease		Parks, Rec. & Senior Services, Senior/Community Center Div., Telephone, Pos	\$0.88
Postage Meter Lease		Community Development, Building Division, Postage	\$1.46
Postage Meter Lease		Operations Division, , Telephone, Postage	\$2.92
Postage Meter Lease		Finance & Admin. Services, Administrative Services, Postage	\$7.60
Postage Meter Lease		Water Utility, , Telephone, Postage	\$26.84
Postage Meter Lease		Finance & Admin. Services, Finance Division, Postage	\$29.03
Postage Meter Lease		Executive, Civil Service, Postage	\$0.37
Postage Meter Lease		Executive, Executive, Postage	\$11.33
Postage Meter Lease		Parks, Rec. & Senior Services, Recreation Division, Telephone/Postage	\$1.17
Postage Meter Lease		Executive, Human Resources, Postage	\$1.02

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Postage Meter Lease	Storm Drainage Utility, , Telephone, Postage		\$12.01
Claimant Total:			\$146.96
Healthcare Delivery Systems	73401	73141	
Medical Services - Federal Way	Detention Services, , Supplies/Jail		\$330.00
Medical Services - Fife	Detention Services, , Supplies/Jail		\$870.00
Claimant Total:			\$1,200.00
Holden Polygraph Polygraphs	7437	73142	
	Police, Communications/Dispatch, Professional Services		\$250.00
Claimant Total:			\$250.00
Hull, Glenn	16649	73143	
AWC Conference - Meals	Legislative, , Travel, Conf, Schooling		\$237.51
Claimant Total:			\$237.51
Integra Phones	14177	73144	
	General Government, Facilities & Property Division, Telephone		\$1,181.27
Phones	Water Utility, , Telephone, Postage		\$14.75
Phones	Operations Division, , Telephone, Postage		\$14.75
Phones	Sewer Utility, , Telephone, Postage		\$14.74
Claimant Total:			\$1,225.51
Johnson, Barry	8088	73145	
AWC Conference - Meals	Legislative, , Travel, Conf, Schooling		\$85.00
Claimant Total:			\$85.00
Johnson, Roberts, & Associates	8091	73146	
Background Checks	Police, Communications/Dispatch, Professional Services		\$15.00

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u> Claimant Total:	<u>AMOUNT</u> \$15.00
Kinoshita, Reiko Sally Interest Payment - Quarterly	8923 REET I, , Interest - Kinoshita	73147	\$7,027.77
Principal Payment - Quarterly	REET I, , Principal - Kinoshita		\$54,427.32
		Claimant Total:	\$61,455.09
Kuker-Ranken Inc Striping Paint	8300 Maintenance Division, , Traf Cntrl - Signs & markings	73148	\$17.95
		Claimant Total:	\$17.95
Larsen, Randy LEOFF 1 Benefits	8529 Police, Operations Division, Personnel Benefits	73149	\$125.00
LEOFF 1 Benefits	Police, Operations Division, Personnel Benefits		\$180.00
		Claimant Total:	\$305.00
Law Enforcement Magazine	8583 Police, Operations Division, Office & Operating Supplies	73150	\$41.24
		Claimant Total:	\$41.24
Lumbermen's Bldg Centers Pipe, PVC Cement, Primer, Brus	8980 Operations Division, , Small Tools, Equip	73151	\$14.63
Coupling	Operations Division, , Office & Operating Supplies		\$2.15
Coupling, Pipe Cement	Operations Division, , Office & Operating Supplies		\$8.67
Coupling	Operations Division, , Office & Operating Supplies		\$2.15
Garage Bags	Operations Division, , Office & Operating Supplies		\$13.05
Garage Bags	Sewer Utility, , Office & Operating Supplies		\$13.06
Pipe	Sewer Utility, , Office & Operating Supplies		\$19.32

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Nutdriver Sets, Pipe, Cap, Tef	Operations Division, , Small Tools, Equip		\$29.77
Paint, Brushes, Container	General Government, Facilities & Property Division, Office & Operating Supp		\$49.65
Plasterboard, Tape, Silverset,	General Government, Facilities & Property Division, Office & Operating Supp		\$543.11
Garage Bags	Water Utility, , Office & Operating Supplies		\$13.06
Bags	Operations Division, , Office & Operating Supplies		\$21.75
Claimant Total:			\$730.37
Mad Science of Pierce County	9208	73152	
Mad Science Workshop	Parks, Rec. & Senior Services, Recreation Division, Miscellaneous		\$175.00
Claimant Total:			\$175.00
McCauley, Stefanie	9121	73153	
Bottled Water, Chapstick	Executive, Human Resources, Wellness Program		\$84.20
Gift Card	Executive, Human Resources, Wellness Program		\$25.00
Claimant Total:			\$109.20
McLoughlin & Eardley Corp	9112	73154	
Relay Box, Speaker, Avenger, , , Machinery & Equipment L			\$1,294.80
Claimant Total:			\$1,294.80
Michaels, Robert	9632	73155	
ProTem Judge - July 3	Municipal Court, Municipal Court, Professional Services		\$150.00
Claimant Total:			\$150.00
Mountain Mist Water	9803	73156	
Water Services	REET I, , Professional Services		\$13.50
Water Services	REET I, , Professional Services		\$19.75

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Water Services	REET I, , Professional Services		\$17.67
		Claimant Total:	\$50.92
MultiCare Health System Exams	10089 Police, Community Policing, Miscellaneous - Meth	73157	\$505.50
		Claimant Total:	\$505.50
Nat'l Assoc for Court Mgmt Membership Dues	10395 Municipal Court, Municipal Court, Miscellaneous	73158	\$125.00
		Claimant Total:	\$125.00
Neary, Seamus Graduation Entertainment	10505 Police, Operations Division, Reserve Academy	73159	\$175.00
		Claimant Total:	\$175.00
News Tribune Notice of Ordinance 1669	10550 Legislative, , Advertising	73160	\$67.28
Notice/Public Hearing-Pedestri	Community Development, Building Division, Advertising		\$60.28
Seasonal Positions	Executive, Civil Service, Advertising		\$249.87
Bid Submittal - Property 70th	Legislative, , Advertising		\$389.08
Notice of Public Meeting Water	Water Utility, , Advertising		\$78.24
MDNS - Warehouse	Community Development, Building Division, Advertising		\$263.04
		Claimant Total:	\$1,107.79
News Tribune Subscription - 13 Weeks	10551 Water Utility, , Miscellaneous	73161	\$12.50
Subscription - 13 Weeks	Operations Division, , Miscellaneous		\$12.50
Subscription - 13 Weeks	Sewer Utility, , Miscellaneous		\$12.50

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u> Claimant Total:	<u>AMOUNT</u> \$37.50
Nextel Communications Phones	10515 Operations Division, , Telephone, Postage	73162	\$5.71
Phones	Operations Division, , Telephone, Postage		\$271.67
Phones	Sewer Utility, , Small Tools, Equip		\$5.45
Phones	Detention Services, , Telephone, Postage (Comm)		\$36.84
Phones	Finance & Admin. Services, Finance Division, Postage		\$106.38
Phones	Executive, Information Technology/IT, Small Tools, Equip		\$34.13
Phones	Community Development, Building Division, Postage		\$260.01
Phones	Police, Communications/Dispatch, Telephone		\$1,615.53
Phones	General Government, Facilities & Property Division, Telephone		\$147.55
Phones	Legislative, , Postage		\$423.94
Phones	Police, Investigations, Telephone, Postage		\$312.50
Phones	Finance & Admin. Services, Administrative Services, Postage		\$35.46
Phones	Executive, Legal, Prosecution		\$34.66
Phones	Community Development, Planning Division, Postage		\$108.62
Phones	Executive, Human Resources, Postage		\$70.92
Phones	Executive, Executive, Postage		\$281.18
Phones	Parks, Rec. & Senior Services, Recreation Division, Telephone/Postage		\$142.22

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Phones		Executive, Information Technology/IT, Telephone, Postage	\$243.90
Phones		Sewer Utility, , Telephone, Postage	\$271.67
Phones		Drainage District #21, , Telephone, Postage	\$19.84
Phones		Sewer Utility, , Telephone, Postage	\$6.42
Phones		, , Telephone, Postage	\$40.09
Phones		Parks, Rec. & Senior Services, Swim Center Division, Telephone, Postage	\$173.55
Phones		Storm Drainage Utility, , Telephone, Postage	\$5.71
Phones		Parks, Rec. & Senior Services, Park Maintenance, Telephone, Postage	\$244.23
Phones		Water Utility, , Telephone, Postage	\$6.42
Phones		Water Utility, , Telephone, Postage	\$271.67
Phones		Water Utility, , Small Tools, Equipment	\$5.45
Phones		Visitor Information Center, , Chamber Partnership/Marketing	\$74.71
Phones		Operations Division, , Small Tools, Equip	\$5.46
Phones		Parks, Rec. & Senior Services, Senior/Community Center Div., Telephone, Pos	\$147.50
		Claimant Total:	\$5,409.39
Northwest Wire Rope & Sling	10660	73163	\$28.23
Shackle, Link - Crane Truck		, , Repair Parts - Water	
Shackle, Link - Crane Truck		, , Repair Parts - Sewer	\$28.23

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Shackle, Link - Crane Truck	, , Repair Parts - Streets		\$28.23
		Claimant Total:	\$84.69
Office Depot	4697	73164	
Rubberbands	Operations Division, , Office & Operating Supplies		\$0.46
Pens, Hooks, Paper, Soap	Water Utility, , Office & Operating Supplies		\$11.12
Rubberbands	Water Utility, , Office & Operating Supplies		\$0.45
Clock, Clips, Ink, Pens, Paper	Water Utility, , Office & Operating Supplies		\$156.97
Paper	Water Utility, , Office & Operating Supplies		\$4.63
Paper, Coffee, Postits, Flags,	Sewer Utility, , Office & Operating Supplies		\$24.59
Markers, Cups, Bandages, Mouse	Water Utility, , Office & Operating Supplies		\$12.88
Clock, Clips, Ink, Pens, Paper	Sewer Utility, , Office & Operating Supplies		\$156.97
Paper	Sewer Utility, , Office & Operating Supplies		\$3.92
Markers, Cups, Bandages, Mouse	Sewer Utility, , Office & Operating Supplies		\$10.90
Pens, Hooks, Paper, Soap	Sewer Utility, , Office & Operating Supplies		\$9.41
Markers, Labels	Sewer Utility, , Office & Operating Supplies		\$18.04
Rubberbands	Sewer Utility, , Office & Operating Supplies		\$0.45
Paper, Coffee, Postits, Flags,	Water Utility, , Office & Operating Supplies		\$29.06
Markers, Labels	Water Utility, , Office & Operating Supplies		\$18.04

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Pens, Hooks, Paper, Soap	Legislative, , Office & Operating Supplies		\$8.55
Pens, Hooks, Paper, Soap	Executive, Executive, Office & Operating Supplies		\$10.26
Ink	Executive, Human Resources, Office & Operating Supplies		\$58.77
Pens, Hooks, Paper, Soap	Finance & Admin. Services, Administrative Services, Office & Operating Supp		\$8.55
Markers, Cups, Bandages, Mouse	Finance & Admin. Services, Finance Division, Office & Operating Supplies		\$6.93
Paper	Executive, Human Resources, Office & Operating Supplies		\$2.49
Paper, Coffee, Postits, Flags,	Legislative, , Office & Operating Supplies		\$22.36
Paper, Coffee, Postits, Flags,	Community Development, Planning Division, Office & Operating Supplies		\$30.18
Desk Pad	Executive, Human Resources, Office & Operating Supplies		\$2.10
File Folders	Community Development, Building Division, Office & Operating Supplies		\$36.25
Markers, Cups, Bandages, Mouse	Community Development, Building Division, Office & Operating Supplies		\$13.37
Pens, Hooks, Paper, Soap	Executive, Human Resources, Office & Operating Supplies		\$5.99
Paper, Coffee, Postits, Flags,	Finance & Admin. Services, Finance Division, Office & Operating Supplies		\$15.65
Folders, Binders, Broom, Paper	Municipal Court, Municipal Court, Office & Operating Supplies		\$343.61
File Drawers	Finance & Admin. Services, Finance Division, Office & Operating Supplies		\$15.67
Mouse	Community Development, Building Division, Small Tools, Equip		\$35.76

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Seat Rest		Community Development, Building Division, Small Tools, Equip	\$19.60
Clock, Clips, Ink, Pens, Paper		Operations Division, , Office & Operating Supplies	\$156.98
Markers, Labels		Operations Division, , Office & Operating Supplies	\$18.04
Receipt Tape		Finance & Admin. Services, Finance Division, Office & Operating Supplies	\$122.50
Paper, Coffee, Postits, Flags,		Executive, Executive, Office & Operating Supplies	\$26.83
File Drawers		Finance & Admin. Services, Finance Division, Office & Operating Supplies	\$15.67
Folders, Binders, Broom, Paper		Municipal Court, Municipal Court, Small Tools, Equip	\$24.85
Pens, Hooks, Paper, Soap		Finance & Admin. Services, Finance Division, Office & Operating Supplies	\$5.99
Keyboard		Finance & Admin. Services, Administrative Services, Small Tools, Equip	\$51.93
Ink		Executive, Human Resources, Office & Operating Supplies	\$73.47
Markers, Cups, Bandages, Mouse		Finance & Admin. Services, Administrative Services, Office & Operating Supp	\$9.91
Paper		Finance & Admin. Services, Administrative Services, Office & Operating Supp	\$3.56
Portfolio		Legislative, , Office & Operating Supplies	\$6.13
Markers, Cups, Bandages, Mouse		Executive, Human Resources, Office & Operating Supplies	\$6.93
Binders, Pads, Notes, Ink, Tap Police,		Operations Division, Office & Operating Supplies	\$492.15
Toner, Wastebasket, Funnel Lid		Police, Operations Division, Office & Operating Supplies	\$256.58

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Paper, Coffee, Postits, Flags,	Community Development, Building Division,	Office & Operating Supplies	\$30.18
Markers, Cups, Bandages, Mouse	Legislative, ,	Office & Operating Supplies	\$9.91
Files	Police, Operations Division,	Small Tools, Equip	\$400.00
Paper	Legislative, ,	Office & Operating Supplies	\$3.56
Paper	Community Development, Building Division,	Office & Operating Supplies	\$4.81
Frame	Finance & Admin. Services, Acministrative Services,	Office & Operating Supp	\$20.88
Paper, Coffee, Postits, Flags,	Finance & Admin. Services, Acministrative Services,	Office & Operating Supp	\$22.36
Pens, Hooks, Paper, Soap	Storm Drainage Utility, ,	Office & Operating Supplies	\$2.57
Seat Rest	Community Development, Planning Division,	Small Tools, Equip	\$19.60
Paper, Coffee, Postits, Flags,	Storm Drainage Utility, ,	Office & Operating Supplies	\$6.71
Pens, Hooks, Paper, Soap	Community Development, Building Division,	Office & Operating Supplies	\$11.53
Paper	Storm Drainage Utility, ,	Office & Operating Supplies	\$1.07
3 Hole Punch	Finance & Admin. Services, Finance Division,	Office & Operating Supplies	\$41.74
Markers, Cups, Bandages, Mouse	Storm Drainage Utility, ,	Office & Operating Supplies	\$2.97
Paper	Community Development, Planning Division,	Office & Operating Supplies	\$4.81
Markers, Cups, Bandages, Mouse	Executive, Executive,	Office & Operating Supplies	\$11.89

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Markers, Cups, Bandages, Mouse		Community Development, Planning Division, Office & Operating Supplies	\$13.37
Paper		Executive, Executive, Office & Operating Supplies	\$4.28
Frame		Community Development, Planning Division, Office & Operating Supplies	\$20.88
Folders, Binders, Broom, Paper		Municipal Court, Probation Division, Office & Operating Supplies	\$23.48
Pens, Hooks, Paper, Soap		Community Development, Planning Division, Office & Operating Supplies	\$11.53
Paper, Coffee, Postits, Flags,		Executive, Human Resources, Office & Operating Supplies	\$15.65
Keyboard		Community Development, Planning Division, Small Tools, Equip	\$35.76
Paper		Finance & Admin. Services, Finance Division, Office & Operating Supplies	\$2.49
Markers, Batteries, Paper Clip		Police, Communications/Dispatch, Office & Operating Supplies	\$202.22
		Claimant Total:	\$3,289.75
Ossman, Ray	10960	73165	
Court Testimony		Police, Operations Division, Miscellaneous	\$48.54
		Claimant Total:	\$48.54
Pacific Fence & Patio	11220	73166	
Dog Park Gate		Parks, Rec. & Senior Services, Park Maintenance, Repairs & Maintenance	\$1,033.60
		Claimant Total:	\$1,033.60
Pacific Signal Supply LLC	11345	73167	
Pedestrian Head Replacement		Maintenance Division, , Traf Cntrl - Signals	\$202.37
		Claimant Total:	\$202.37

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BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Pape Material Handling Skid Mower Rental	1119	73168	\$126.80
	Parks, Rec. & Senior Services, Park Maintenance, Operating Rents & Leases		
Skid Mower Rental			\$126.80
	Police, Operations Division, Operating Rents & Leases		
		Claimant Total:	\$253.60
Parker Paint Company Paint, Tray, Roller, Brushes	11550	73169	\$40.47
	Sewer Utility, , Office & Operating Supplies		
Credit Paint			\$-88.88
	Water Utility, , Office & Operating Supplies		
Thinnwer, Wire Brush			\$113.67
	Water Utility, , Office & Operating Supplies		
		Claimant Total:	\$65.26
Patriot Fire Protection Fire Protection Maintenance	11555	73170	\$483.07
	General Government, Facilities & Property Division, Repairs & Maintenance		
		Claimant Total:	\$483.07
Petersen Brothers Inc Guardrail Repair	11915	73171	\$6,506.24
	Operations Division, , Repairs & Maintenance		
		Claimant Total:	\$6,506.24
PetroCard Systems Inc Fuel - Fleet	11909	73172	\$171.19
	, , Fuel Consumed		
Fuel - PD			\$3,612.36
	Police, Operations Division, Fuel Consumed		
Fuel - PW			\$769.99
	Operations Division, , Fuel Consumed		
Fuel - Center			\$27.17
	Parks, Rec. & Senior Services, Senior/Community Center Div., Fuel Consumed		
Fuel - PW Spare			\$20.16
	Water Utility, , Fuel Consumed		
Fuel - Investigations			\$515.21
	Police, Investigations, Fuel Consumed		

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Fuel - PW		Water Utility, , Fuel Consumed	\$769.98
Fuel - Building		Community Development, Building Division, Fuel Consumed	\$134.46
Fuel - Parks		Parks, Rec. & Senior Services, Park Maintenance, Fuel Consumed	\$571.67
Fuel - C Brooks		Parks, Rec. & Senior Services, Recreation Division, Fuel	\$345.08
Fuel - Jail		Detention Services, , Fuel Consumed	\$298.91
Fuel - Engineering		Engineering, Engineering, Fuel Consumed	\$266.28
Fuel - PW Spare		Sewer Utility, , Fuel Consumed	\$20.15
Fuel - PW		Sewer Utility, , Fuel Consumed	\$769.98
Fuel - PW Spare		Operations Division, , Fuel Consumed	\$20.16
Fuel - Nyberg		Drainage District #21, , Office & Operating Supplies	\$90.61
		Claimant Total:	\$8,403.36
Pierce Co Budget & Finance	12200	73173	
Public Defense Services		Municipal Court, Municipal Court, Indigent Defense - DAC	\$8,083.33
2008 Q2 RCC Dues		Legislative, , Miscellaneous	\$2,053.82
		Claimant Total:	\$10,137.15
Pierce County Security	12215	73174	
Security Services		Parks, Rec. & Senior Services, Park Maintenance, Professional Services	\$150.00
		Claimant Total:	\$150.00
Platt Electric Supply	12650	73175	
Flourescent Lamp		General Government, Facilities & Property Division, Office & Operating Supp	\$41.06

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
WP Box		General Government, Facilities & Property Division, Office & Operating Supp	\$51.78
WP Box & Cover		General Government, Facilities & Property Division, Office & Operating Supp	\$26.28
Claimant Total:			\$119.12
Ptarmigan Associates 70th & Valley Road Slope Easem	13259	73176 ROW Acquisitions, , ROW Acquisitions	\$27,500.00
Claimant Total:			\$27,500.00
Public Storage Storage	13261	73177 Police, Operations Division, Miscellaneous	\$252.00
Claimant Total:			\$252.00
Puget Sound Energy Utilities	18370	73178 Maintenance Division, , Street Lighting	\$43.62
Utilities		General Government, Facilities & Property Division, Public Utility Svcs	\$93.73
Utilities		Operations Division, , Public Utility Svcs	\$43.04
Utilities		Water Utility, , Public Utilities	\$43.04
Utilities		Maintenance Division, , Street Lighting	\$24.10
Utilities		Sewer Utility, , Public Utility Services	\$43.03
Claimant Total:			\$290.56
Puget Sound Instrument Co Radio, Microphone, Speaker, , , Machinery & Equipment Ca	13350	73179	\$4,174.66
Speaker Repair		Police, Communications/Dispatch, Repairs & Maintenance	\$54.40
Radio Repair		Police, Communications/Dispatch, Repairs & Maintenance	\$184.96

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Repeater Repair		Police, Communications/Dispatch, Repairs & Maintenance	\$924.80
Claimant Total:			\$5,338.82
Puget Sound Meeting Services	13353	73180	
Transcription Services		Finance & Admin. Services, Administrative Services, Professional Services	\$1,861.17
Claimant Total:			\$1,861.17
Qquest Asset Management Service	13532	73181	
Time Clock, Licenses, Service Parks, Rec. & Senior Services, Swim Center Division, Small Tools, Equip			\$2,090.05
Claimant Total:			\$2,090.05
Quality Touch Construction	13542	73182	
Install Changing Tables, LaminParks, Rec. & Senior Services, Swim Center Division, Other Improvements			\$2,967.52
Claimant Total:			\$2,967.52
QWest	17650	73183	
Phones		Police, Communications/Dispatch, Telephone	\$56.07
Claimant Total:			\$56.07
RE Auto Electric	13776	73184	
Circuit Breaker		, , Repair Parts - Police	\$72.13
Alternator Repair - Veh #204		, , Repair Parts - Police	\$257.59
Claimant Total:			\$329.72
Redflex Traffic Systems	13775	73185	
Traffic Control Services		Public Safety Fund, , Professional Services	\$9,700.00
Claimant Total:			\$9,700.00
Reinbold, James	13811	73186	
Conferences, Meetings - Lodgin		Executive, Executive, Travel, Conf, Schooling	\$685.78
Claimant Total:			\$685.78

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Reserve Account (Court) Postage Meter Refill	12808	73187	\$3,000.00
	Municipal Court, Municipal Court, Telephone, Postage		
		Claimant Total:	\$3,000.00
RH2 Engineering Inc Valley & 48th Street Utilities	7295	73188	\$312.50
	Sewer Utility, , Professional Services		
Groundwater Supply Development			\$3,541.22
	Water Utility, , Interfund Prof Services		
Fire Flows Analysis 2008			\$420.00
	Water Utility, , Professional Services		
		Claimant Total:	\$4,273.72
Richards, Andrea AWC Conference - Meals, Mileag	13832	73189	\$237.50
	Executive, Executive, Travel, Conf, Schooling		
		Claimant Total:	\$237.50
Ricoh Business Solutions Copier Maintenance	7302	73190	\$109.63
	Finance & Admin. Services, Finance Division, Repairs & Maintenance		
Copier Maintenance			\$1.86
	Operations Division, , Repairs & Maintenance		
Copier Maintenance			\$67.18
	Executive, Human Resources, Miscellaneous		
Copier Maintenance			\$111.05
	Community Development, Planning Division, Repairs & Maintenance		
Copier Maintenance			\$44.79
	Legislative, , Repairs & Maintenance		
Copier Maintenance			\$135.33
	Police, Operations Division, Repairs & Maintenance		
Copier Maintenance			\$96.29
	Finance & Admin. Services, Acministrative Services, Repairs & Maintenance		
Copier Maintenance			\$3.72
	Sewer Utility, , Repairs & Maintenance		
Copier Maintenance			\$53.71
	Detention Services, , Repairs & Maintenance		

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Copier Maintenance	Municipal Court, Municipal Court, Repairs & Maintenance		\$72.19
Copier Maintenance	Water Utility, , Repairs & Maintenance		\$3.72
Copier Maintenance	Community Development, Building Division, Repairs & Maintenance		\$106.57
Copier Maintenance	Parks, Rec. & Senior Services, Swim Center Division, Repairs & Maintenance		\$51.60
Copier Maintenance	Executive, Executive, Repairs & Maintenance		\$105.77
Copier Maintenance	Parks, Rec. & Senior Services, Senior/Community Center Div., Repairs & Main		\$51.27
Claimant Total:			\$1,014.68
Robblee's Total Security Inc	13950	73191	
Padlocks	Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie		\$197.41
Keys	Parks, Rec. & Senior Services, Park Maintenance, Small Tools, Equip		\$19.58
Keys, Padlock, Rekey Clylinder	Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie		\$119.06
Claimant Total:			\$336.05
Robinson Engineers LLC	13951	73192	
20th Street Improvements	20th Ave - 54th to 63rd, , Engineering		\$17,022.50
EDA Pump Station	Const/Improvement Div, , Erdahl Ditch Pump Station		\$7,765.27
Claimant Total:			\$24,787.77
Rodabaugh II, John L.	13966	73193	
Prosecuting Services	Executive, Legal, Prosecution		\$8,021.28
Claimant Total:			\$8,021.28
Ron Jones Power Equipment	13967	73194	
Mower	Operations Division, , Machinery & Equipment		\$978.11

WARRANT REQUEST DATE: 07/22/2008

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
		Claimant Total:	\$978.11
Safeguard Business Systems Envelopes	14170 Municipal Court, Municipal Court, Office & Operating Supplies	73195	\$101.80
		Claimant Total:	\$101.80
Servicemaster Services Cleaning, Floor Waxing	14891 General Government, Facilities & Property Division, Repairs & Maintenance	73196	\$582.00
		Claimant Total:	\$582.00
Six Robblees' Inc Cable Ties	5129 , , Office & Operating Supplies	73197	\$48.38
		Claimant Total:	\$48.38
Sprint MDT's	15359 Criminal Justice, , Telephone	73198	\$1,824.94
		Claimant Total:	\$1,824.94
State of Washington Management Workshop	15837 Executive, Human Resources, Professional Services	73199	\$5,617.54
		Claimant Total:	\$5,617.54
Sterling Reference Laboratorie Analysis thru 6/23	15912 Municipal Court, Probation Division, Professional Services	73200	\$175.26
		Claimant Total:	\$175.26
Strategies 360 Federal Relations Services	15946 Legislative, , Professional Services	73201	\$5,500.00
		Claimant Total:	\$5,500.00
Strickland, Heischman, Hoss Appraisal Reports	15917 ROW Acquisitions, , ROW Acquisitions	73202	\$3,000.00
		Claimant Total:	\$3,000.00
Svr Design Co LID Codes and Standards	14906 Community Development, Planning Division, Professional Services	73203	\$7,737.75

BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
		Claimant Total:	\$7,737.75
Swenson, Gary Interest Payment - Aug	16054 REET I, , Interest/59th Ave Property	73204	\$2,159.64
Principal Payment - Aug	REET I, , Principle/59th Ave Property		\$3,480.26
		Claimant Total:	\$5,639.90
Tacoma Rubber Stamp Brass Plates, Plaque	16800 Parks, Rec. & Senior Services, Swim Center Division, Small Tools, Equip	73205	\$220.86
		Claimant Total:	\$220.86
Tacoma Screw Products Drilling Screw, Flat Stock	16850 General Government, Facilities & Property Division, Office & Operating Supp	73206	\$16.96
		Claimant Total:	\$16.96
Tate, Rick Management Workshop	16735 Executive, Human Resources, Professional Services	73207	\$1,060.29
		Claimant Total:	\$1,060.29
Tetra Tech Infrastructure Grp 2008 CSR Modification	17105 Community Development, Building Division, Professional Services	73208	\$553.24
		Claimant Total:	\$553.24
Thompson Service Dryer Repair	5050 Detention Services, , Repairs & Maintenance	73209	\$142.85
		Claimant Total:	\$142.85
Timco Inc Floor Dry	17200 Maintenance Division, , Roadway	73210	\$487.88
		Claimant Total:	\$487.88
Titus Will Ford Switch & Wire Assemblies	17250 , , Repair Parts - Parks	73211	\$59.72
Batteries	, , Repair Parts - Police		\$214.27

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Filter Assemblies	, , Repair Parts - Police		\$95.31
		Claimant Total:	\$369.30
TTPOA	4942	73212	
Bags	Police, Emergency Management Division, Office & Operating Supplies		\$750.00
Bag	Police, Emergency Management Division, Office & Operating Supplies		\$450.00
		Claimant Total:	\$1,200.00
United Parcel Service	17897	73213	
Delivery Costs	Police, Operations Division, Postage		\$10.74
		Claimant Total:	\$10.74
United Pipe & Supply	17900	73214	
Hydrant Meters	Water Utility, , Small Tools, Equipment		\$1,815.76
Hydrant Meter	Water Utility, , Small Tools, Equipment		\$904.54
Popups, Nozzles, Flag Stakes	Operations Division, , Office & Operating Supplies		\$205.48
		Claimant Total:	\$2,925.78
Velazquez - Rosado, C.I.	18121	73215	
Interpreter Services - June 13	Municipal Court, Municipal Court, Professional Services		\$50.00
		Claimant Total:	\$50.00
VSI Law Group, PLLC	18132	73216	
Legal - Other	Executive, Legal, Misc - Other Legal		\$2,169.83
Legal - General Business	Executive, Legal, City Attorney		\$20,005.32
Legal	General Facilities, , LID 2008-1		\$4,192.75
Legal	Storm Drainage Utility, , Professional Services		\$1,121.00
Legal	Non-Rev/Non-Exp, , Billable Engineering		\$240.00

BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
		Claimant Total:	\$27,728.90
WA Assoc of Commercial Vehicle	18252	73217	\$977.25
Registration, Lodging, Meals - Police, Operations Division, Travel, Conf, Schooling			
		Claimant Total:	\$977.25
WA St Dept Of Ecology	15790	73218	\$41.92
Stormwater Permit	Storm Drainage Utility, , Intergovernmental Services		
		Claimant Total:	\$41.92
WA ST Dept Of Gen Admin	15774	73219	\$5.45
Cart	Parks, Rec. & Senior Services, Senior/Community Center Div., Small Tools, E		
Scissors	Parks, Rec. & Senior Services, Park Maintenance, Small Tools, Equip		\$0.29
Chair	Parks, Rec. & Senior Services, Swim Center Division, Small Tools, Equip		\$21.78
		Claimant Total:	\$27.52
WA ST Dept Of Inf Svcs	15772	73220	\$54.68
Scan	Police, Communications/Dispatch, Telephone		
		Claimant Total:	\$54.68
Wapato Police Dept	18143	73221	\$1,350.00
Jail Services	Detention Services, , Jail Costs		
		Claimant Total:	\$1,350.00
Washington Dept of Corrections	18340	73222	\$377.25
Biscuits, Muffins	Detention Services, , Supplies/Jail		
		Claimant Total:	\$377.25
Water Mgmt Laboratories Inc	19000	73223	\$120.00
Water Testing	Water Utility, , Miscellaneous		
Finance Charge	Water Utility, , Miscellaneous		\$3.42
Finance Charge	Water Utility, , Miscellaneous		\$3.42

BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Water Testing	Water Utility, , Miscellaneous		\$228.00
		Claimant Total:	\$354.84
Whistle Workwear Safety Shirts	19289 Operations Division, , Office & Operating Supplies	73224	\$21.52
Safety Shirts	Water Utility, , Office & Operating Supplies		\$21.52
Safety Shirts	Sewer Utility, , Office & Operating Supplies		\$21.52
		Claimant Total:	\$64.56
Worthington, Steve Conferences, Meetings - Meals,	19535 Executive, Executive, Office & Operating Supplies	73225	\$889.64
		Claimant Total:	\$889.64
Yoshida, Ben and Sachiko Principal Payment - Aug	20020 Non-Departmental, , Principal/Yoshida	73226	\$3,499.61
Interest Payment - Aug	Non-Departmental, , Interest/Yoshida		\$2,170.35
		Claimant Total:	\$5,669.96
Yoshioka, Robert and Vicki Interest Payment - Aug	20021 Non-Departmental, , Interest/Yoshioka	73227	\$9,236.59
Principal Payment - Aug	Non-Departmental, , Principal/Yoshioka		\$9,442.24
		Claimant Total:	\$18,678.83
		Grand Total:	\$710,571.79

CITY OF FIFE, WASHINGTON
ORDINANCE NO.1674

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF FIFE, PIERCE COUNTY, WASHINGTON, AMENDING
FIFE MUNICIPAL CODE SECTION 12.20.070
REGARDING STREET STANDARDS FOR MINOR
ARTERIALS**

WHEREAS, in 1990, the Fife City Council adopted Ordinance No. 1027 establishing street construction standards for various street types, as codified in Fife Municipal Code chapter 12.20; and

WHEREAS, on March 3, 2008 the Planning Commission recommended to the City Council to adopt the proposed pedestrian-oriented street design for minor arterials; and

WHEREAS, on May 21, 2008 the Community Development Department held a public meeting regarding the proposed pedestrian-oriented street design for minor arterials; and

WHEREAS, on July 8, 2008 the Fife City Council held a public hearing regarding the proposed pedestrian oriented street design for minor arterials; and

WHEREAS, the Council finds that application of the pedestrian oriented street design standards in pedestrian oriented areas within the City will enhance the pedestrian experience and promote the public health, safety and welfare; now therefore,

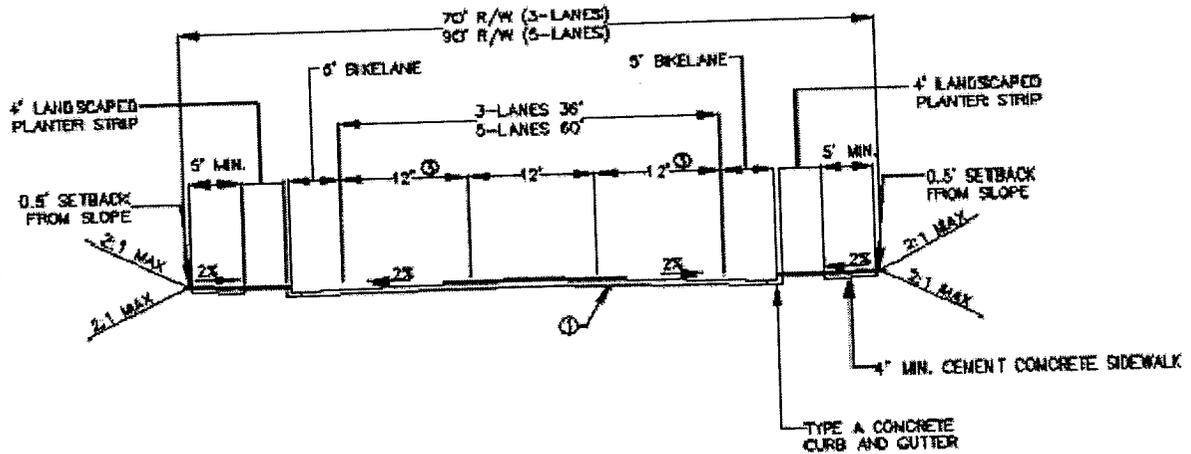
THE CITY COUNCIL OF THE CITY OF FIFE, WASHINGTON
DO ORDAIN AS FOLLOWS:

Section 1. Fife Municipal Code section 12.20.070 is amended to read as follows:

12.20.070 Minor Arterial—Pedestrian Oriented Minor Arterial

A. The standards for a minor arterial are as set forth in Exhibit "D" which follows.

Exhibit D: Minor Arterial

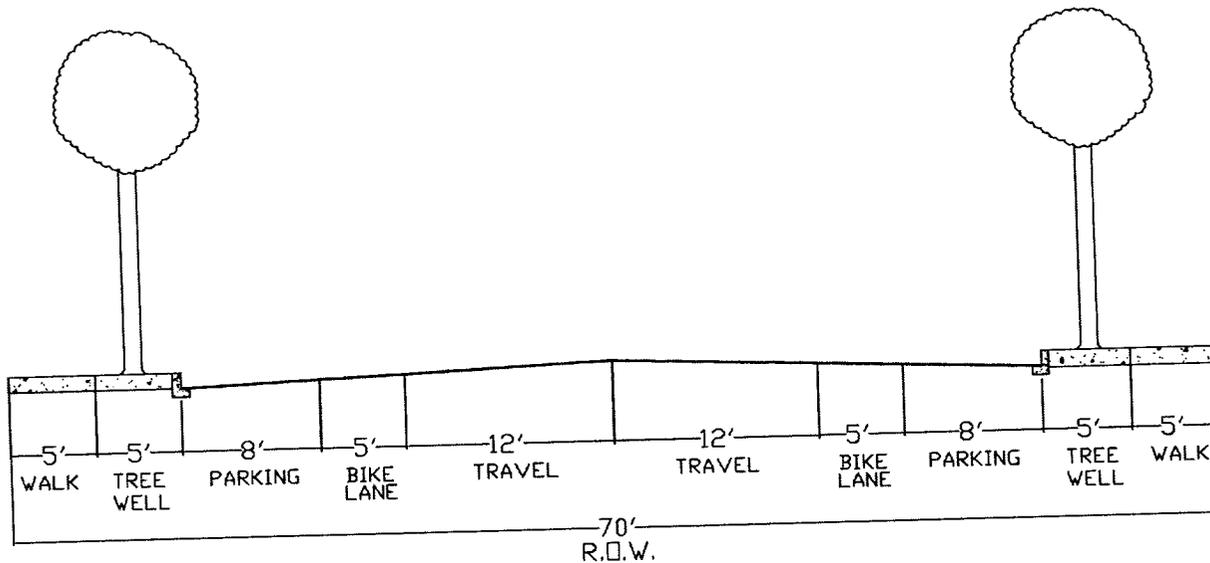


Notes:

1. The minimum allowable depth is 4 inches asphalt pavement class "B" overlying 2 inches crushed surfacing top course and 16 inches gravel base class "B". All thicknesses are compacted depths.
2. Minimum vertical slope: 0.25 percent
3. * Curb lane 14 feet wide where bike lane not required.
4. Standards are minimum standards. Director of public works may require more than the minimum due to other adopted plans and regulations by the city or as field conditions warrant.

B. The standards for a pedestrian oriented minor arterial are as set forth in Exhibit "D-1" which follows.

Exhibit D-1: Pedestrian Oriented Minor Arterial



Notes:

1. The minimum allowable depth is 4 inches asphalt pavement class "B" overlying 2 inches crushed surfacing top course and 16 inches gravel base class "B". All thicknesses are compacted depths.
2. Minimum vertical slope: 0.25 percent
3. Standards are minimum standards. Director of public works may require more than the minimum due to other adopted plans and regulations by the city or as field conditions warrant.

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 provide the intent of this Ordinance can still be furthered without the invalid provision.

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

Introduced the 8th day of July, 2008.

Passed by the City Council on the 22nd day of July, 2008.

Steve Worthington, City Manager

ATTEST:

Steven Marcotte, City Clerk/Treasurer

APPROVED AS TO FORM:

Loren Combs, City Attorney

Published: _____ 2008
Effective Date: _____ 2008

July 16, 2008

MEMORANDUM
For Meeting of July 22, 2008

TO: Mayor and Council Members
THROUGH: Steve Worthington, City Manager
FROM: Jim Reinbold, Assistant City Manager
SUBJECT: New Employee Introductions

REPORT IN BRIEF: We have a new employee to introduce to council. The biographical information for the new employee is presented later in this document.

BACKGROUND: The City Council has a program to introduce new employees at Council meetings.

DISCUSSION: Mayor Johnson will introduce the employee and read a brief biography on the new employee. The employee will then shake the hands of Council and staff.

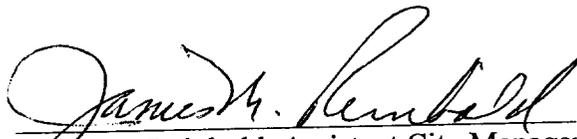
FISCAL IMPACT: None

ALTERNATIVE COURSES OF ACTION: NA

RECOMMENDATIONS:
Introduce employee.

TIM FLOYD – Police Commander

Tim was born and raised in Pierce County and graduated from Orting High School as well as Central Washington University with a Bachelor's degree in Law and Justice. He was hired by the City of Milton PD in May of 1998 where he worked patrol and investigations and reached the rank of Sergeant. He was also a field training officer, defensive tactics instructor and reserve program coordinator. He moved to Puyallup PD in May of 2005 where he was involved in field training, reserve program and bicycle patrol. He was also involved with the Police Oriented Policing for the last year and a half. He was a member of the Metro Swat team for five years. Awards received during his tenure in Law Enforcement are: Supervisor of the Year for Milton; Sergeants award for outstanding service for Milton; Merit award for Milton; Letter of commendation for disarming a suicidal female in Puyallup; Merit award for Puyallup; and Outstanding service award for Metro SWAT. He enjoys his family, boating, fishing and bicycling in his spare time.


James M. Reinbold, Assistant City Manager


Steve Worthington, City Manager

July 15, 2008

MEMORANDUM
For Meeting of July 23, 2008

TO: Mayor Johnson and Fife Councilmembers
THROUGH: Steve Worthington, City Manager
FROM: B. Blackburn, Chief of Police
SUBJECT: Lifesaving Awards

REPORT IN BRIEF:

Fife Council will be presenting Lifesaving Awards to Officer Travis Kenyon and Officer Ryan Wyrutzke.

BACKGROUND:

On June 3, 2008 at 1600 hours, these Officers responded to the Hometel Inn, 3520 Pacific Highway East for a report of a man that had collapsed in the parking lot and was not breathing. Upon arrival, they found an elderly man laying face down in the parking lot in a pool of blood. They determined that he was not breathing and may have had a heart attack. The Officers then provided ventilation and CPR, then utilized an AED to restart the man's heart. Approximately 5 minutes later, the fire department arrived on scene. Both officers continued to provide care along with Tacoma Fire Department. The subject was then admitted to St. Joseph's Hospital ICU and survived.

Lt. Burrus then convened an awards review board who unanimously voted to have the department's life saving award presented to both of these officers.

The best description of the officers' actions were best described when we contacted and interviewed the lead Tacoma Fire Department Paramedic on scene, she stated that "the actions of Officers Kenyon and Wyrutzke were the only reason that he is still alive today". While these Officers stated that this is part of the job, the efforts and actions that they display on a daily basis let alone on June 3rd, go far above and beyond the normal call of duty.



Brad Blackburn
Chief of Police



Approved for Agenda:
Steve Worthington, City Manager

July 15, 2008

**MEMORANDUM
For Meeting of July 23, 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)

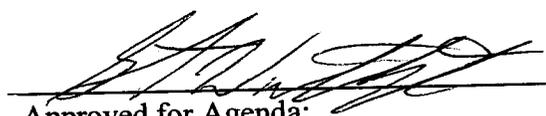
REPORT IN BRIEF:

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

National Night Out 2008 is soon arriving. It will be Tuesday, August 5th, 2008, at the Fife High School football field. There will be music, food, games, and fun for all. This is our 3rd annual event in saying no to crime in our city and educating our children and parents. There will be many different booths this year, gun safety, fatal vision goggles course, child ID kits, raffles, fire safety, dunk a cop and more.



Brad Blackburn
Chief of Police



Approved for Agenda:
Steve Worthington, City Manager

MEMORANDUM
For meeting of July 22, 2008

TO: Honorable Mayor and City Council
FROM: Chris Pasinetti, Planner 1; Carl Smith, 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

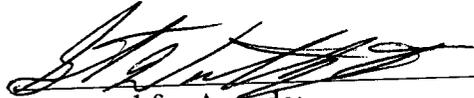
Attachment 2: Photo of the site including a DRAFT site plan.

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 Smith
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.

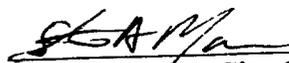
Section 3. This Ordinance shall be in full force and effect five (5) days after publication as required by law. A summary of this Ordinance may be published in lieu of the entire Ordinance, as authorized by State law.

Introduced the 8th day of April, 2008.

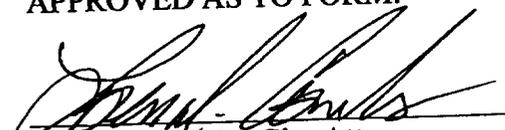
Passed by the City Council on the 22nd day of April, 2008.


Steve Worthington, City Manager

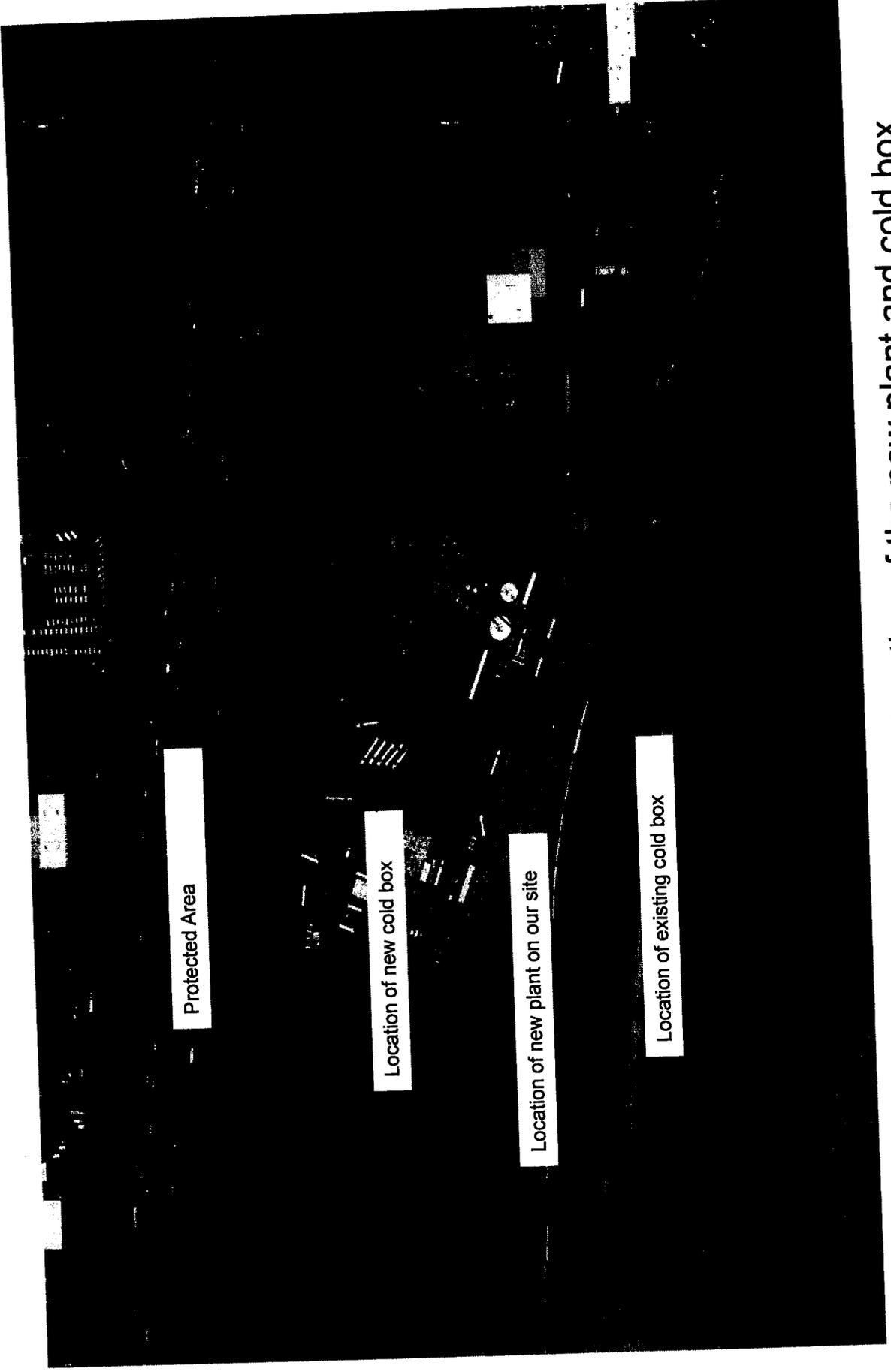
ATTEST:


Steve Marcotte, City Clerk/Treasurer

APPROVED AS TO FORM:

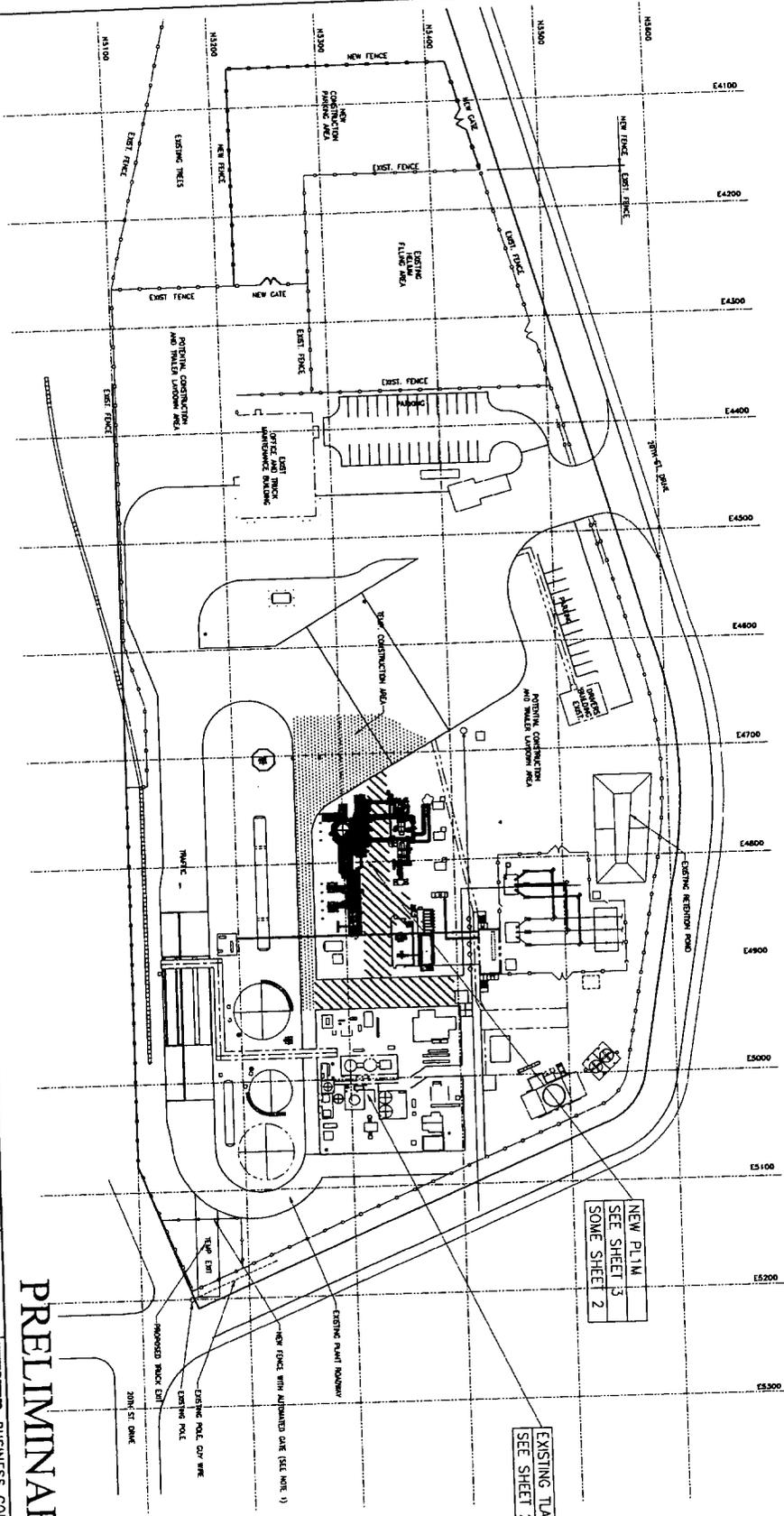

Loren D. Combs, City Attorney

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

EXHIBIT 'B'



NEW PLANT
SEE SHEET 3
SOME SHEET 2

EXISTING TIA 180/260 PLANT
SEE SHEET 2

PRELIMINARY

NOTES

1. ELECTRIC GATE OPERATION
2. MARK OPERATOR FOR PERSONNEL AND EXIST
3. MARK OPERATOR FOR PERSONNEL AND EXIST
4. MARK OPERATOR FOR PERSONNEL AND EXIST
5. MARK OPERATOR FOR PERSONNEL AND EXIST
6. MARK OPERATOR FOR PERSONNEL AND EXIST
7. MARK OPERATOR FOR PERSONNEL AND EXIST
8. MARK OPERATOR FOR PERSONNEL AND EXIST
9. MARK OPERATOR FOR PERSONNEL AND EXIST
10. MARK OPERATOR FOR PERSONNEL AND EXIST



REVISIONS		DATE		BY		CHECKED	
1							
2							
3							
4							

NO.	DATE	BY	DESCRIPTION
1	3/19/08	RWB	ISSUED TO STATE UPDATES BACKGROUND
2	4/11/08	RWB	ISSUED TO STATE UPDATES BACKGROUND
3	5/19/08	BMW	REVISED STAKE ACCESSWAY AND EQUIPMENT
4	7/24/07	RJC	REVISED STAKE ACCESSWAY AND EQUIPMENT

NO.	DATE	BY	DESCRIPTION
1	8/7/07	BMW	REVISED STAKE ACCESSWAY AND EQUIPMENT
2	2/22/08	RJC	REVISED STAKE ACCESSWAY AND EQUIPMENT
3		RJC	
4		RJC	

PROJECT NO.	PL-1M
PROJECT NAME	PL-1M ADDITION OVERALL SITE - EXIST, NEW AND TEMP CONSTR. F.E., WASHINGTON
DATE	134398-011
SCALE	AS SHOWN
DRAWN BY	BMW
CHECKED BY	BMW
DATE	134398
PROJECT NO.	134398
PROJECT NAME	PL-1M ADDITION OVERALL SITE - EXIST, NEW AND TEMP CONSTR. F.E., WASHINGTON
DATE	134398-011
SCALE	AS SHOWN
DRAWN BY	BMW
CHECKED BY	BMW
DATE	134398

EXHIBIT "A"

PRELIMINARY BOUNDARY FOR PRAXAIR, INC., FIFE, WASHINGTON 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

LEGAL DESCRIPTION:

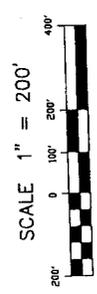
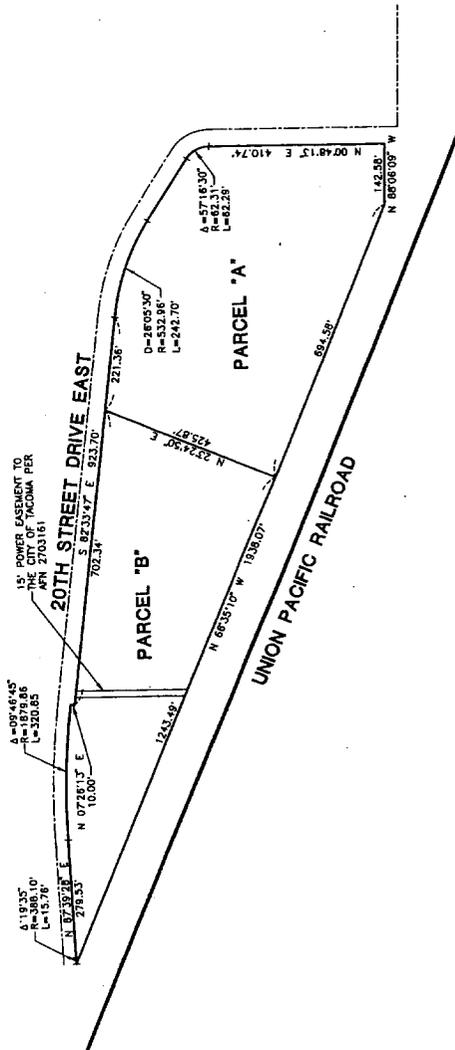
PARCEL A:

THOSE PORTIONS OF PARCELS 19 AND 20, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ENTITLED "THE MILWAUKEE LAND COMPANY RECORD OF SURVEY NO. 1180, RECORDED FEBRUARY 3, 1976 UNDER AUDITOR'S CERTIFICATE NO. 1180, RECORDS OF PIERCE COUNTY, WASHINGTON, AND THAT CERTAIN PORTION OF PARCEL 20, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ENTITLED "THE MILWAUKEE LAND COMPANY RECORD OF SURVEY NO. 1180, RECORDED FEBRUARY 3, 1976 UNDER AUDITOR'S CERTIFICATE NO. 1180, RECORDS OF PIERCE COUNTY, WASHINGTON, AND THAT CERTAIN PORTION OF PARCEL 20, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ENTITLED "THE MILWAUKEE LAND COMPANY RECORD OF SURVEY NO. 1180, RECORDED FEBRUARY 3, 1976 UNDER AUDITOR'S CERTIFICATE NO. 1180, RECORDS OF 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 20TH STREET EAST (FORMERLY MILTON AVENUE), NORTH 86°06'09" WEST 142.58 FEET; THENCE NORTH 86°35'10" WEST 644.58 FEET; THENCE NORTH 22°46'00" WEST 125.38 FEET TO THE SOUTHERLY LINE OF SAID HIGHWAY, SOUTH 82°30'47" EAST 211.37 FEET; THENCE ALONG SAID HIGHWAY LINE SOUTH 82°30'47" EAST 1532.88 FEET; THENCE ALONG A CURVE, BEING THE WESTERLY LINE OF A CURVE HAVING A RADIUS OF 62.33 FEET, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 62.33 FEET, A DISTANCE OF 62.29 FEET, SOUTH 09°48'15" WEST 410.74 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

PARCEL B:

THAT PORTION OF PARCEL 20, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ENTITLED "THE MILWAUKEE LAND COMPANY RECORD OF SURVEY NO. 1180, RECORDED FEBRUARY 3, 1976 UNDER AUDITOR'S CERTIFICATE NO. 1180, RECORDS OF 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 20TH STREET EAST (FORMERLY MILTON AVENUE), NORTH 86°06'09" WEST 142.58 FEET; THENCE NORTH 86°35'10" WEST 644.58 FEET; THENCE NORTH 22°46'00" WEST 125.38 FEET TO THE SOUTHERLY LINE OF SAID HIGHWAY, SOUTH 82°30'47" EAST 211.37 FEET; THENCE ALONG SAID HIGHWAY LINE SOUTH 82°30'47" EAST 1532.88 FEET; THENCE ALONG A CURVE, BEING THE WESTERLY LINE OF A CURVE HAVING A RADIUS OF 62.33 FEET, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 62.33 FEET, A DISTANCE OF 62.29 FEET, SOUTH 09°48'15" WEST 410.74 FEET TO THE POINT OF BEGINNING.



FILED FOR RECORD THIS _____ DAY OF _____ 20____ AT _____ MINUTES PAST _____ M. RECORDS OF THE PIERCE COUNTY AUDITOR, TACOMA, WASHINGTON. RECORDING NUMBER _____ PIERCE COUNTY AUDITOR _____ FEE _____ BY _____

SURVEYOR'S CERTIFICATE
THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF _____ IN _____

SURVEY FOR: PRAXAIR, INC.
DATE: MAY 1, 2008
DRAWN BY: DANA JOE HUTCHINSON
JOB NO.: 081122



C.E.S. NW INC.
CIVIL ENGINEERING & SURVEYING
9210 17TH ST S
PIERCE, WA 98424
PHONE: (253) 982-1632
FAX: (253) 982-1954
d.hutchinson@cesnwinc.com

MEMORANDUM
For Meeting of July 22nd, 2008

TO: Honorable Mayor and Council Members
 FROM: Chris Larson, Code Enforcement Officer; Carl Smith, Community Development Director
 THROUGH: Steve Worthington, City Manager
 SUBJECT: Circulation of petition for annexation of the area known as Benthien Loop

REPORT IN BRIEF: This report is to introduce the petition for annexation (Attachment 1) of the area known as Benthien Loop. This petition needs to be signed by persons owning at least 60% of the assessed valuation of all property in the Benthien Loop.

BACKGROUND: On July 27th, 2007 the City of Fife received a petition for annexation from the property owners of the Benthien Loop. Per RCW 35A.14.120 this petition was signed by the owners of at least 10% of the assessed value of all property in the annexation area. The petition was presented to Council on August 14th, 2007 at which time the Council requested that staff meet with the citizens of Benthien Loop to determine the most appropriate zoning for the area. On August 29th, 2007 City staff met with citizens of the Benthien Loop, at which meeting the majority of citizens present determined that Neighborhood Commercial (NC) would be the best fit in terms of zoning for the area. Since the existing land use designation for the Benthien Loop was Small Lot Residential (SLR), which does not allow the Neighborhood Commercial (NC) zone, the land use designation was changed to Mixed Medium Density Residential/Commercial which allows the Neighborhood Commercial (NC) zone. This was accomplished during the 2007 Comprehensive Plan Amendment cycle including a recommendation by the Planning Commission and Council approval, via Ordinance. No. 1649 on November 27th, 2007.

On February 19th, 2008 a report titled "Proposed Benthien Loop Annexation Report" was presented to Council. The main discussion point from this report was the cost to upgrade the existing infrastructure to current standards. The initial number was approximately \$11,000,000.00. Since then, the Public Works department has revised its original estimate due to corrections based on refinements to the study area. The revised figure is approximately \$8,500,000.00. This change is due to the fact that 4th St. E., and a portion of 54th St. E. was calculated in the original figure when it should not have been, since they were already within the City limits.

On February 26th, the Council held the first of two required public hearings to change the pre-annexation zoning for the area known as the Benthien Loop from Small Lot Residential (SLR) to Neighborhood Commercial (NC). The second public hearing, as required by RCW 35A.14.330 and 35A.14.340, took place on April 22nd, 2008 along with the first reading of Ordinance 1672. Second reading and adoption of the pre-annexation zoning change occurred on May 13th, 2008.

Between the first and second public hearing it was brought to the attention of the City a number of citizens in the Benthien Loop were concerned about issues brought up by the "Proposed Benthien Loop Annexation Report." On March 26th, 2008 City staff held a public meeting to address these concerns. The main topic was the cost estimate for infrastructure improvements, mentioned earlier in this report, and how those improvements would be funded.

On, May 1th, 2008 the City of Fife received a letter (Attachment 2) from the City of Tacoma supporting annexation of the whole portion of those 11 parcels split by the existing UGA boundary. Pierce County Planning and Land Services department also agrees with the City of

Tacoma that Fife should be allowed to annex the whole portion of these 11 parcels. (Attachment 5) Pierce County has stated that they will amend the Urban Growth Area during their next Comprehensive Plan Amendment cycle.

DISCUSSION: The petition process includes close coordination with the Pierce County Boundary Review Board. The City has already submitted the legal description and map for early review. Upon receiving the signed petition, the City shall forward it to the BRB, who will in turn route it to the Assessor's office for verification. Upon determining that the petition is sufficient, the City will be notified. At this time the City is to submit a Notice of Intent to the BRB. The filing date of this Notice begins the 45 day period in which the BRB's jurisdiction can be invoked. Upon receiving approval from the BRB, the City has the final step of holding a public hearing and adopting an ordinance to approve the annexation and, submitting a certified copy of our final ordinance and the approved legal description and map. These steps and estimated dates are shown in Attachment 3

Prior to circulation of the annexation petition the Council should make a decision on how to address the shortfall in infrastructure level of service in the area. Ideas of how the Council may choose to address these shortfalls have been identified below.

- Make it a Council goal to address the infrastructure as funding become available.
- Allow infrastructure improvements to occur as development happens.
- Form a Local Improvement District and assess annexed property for improvements

On April 2nd, 2008 Council members were provided with a letter (Attachment 4) from Mr. Rich Lott which summarized the condition of the roads in the Benthien Loop as they related to their purpose. In this letter it was stated that the Benthien Loop "itself is a large cul-de-sac, with only one entrance and exit at the intersection of 4th St E. and 54th Ave E....In Summary, we the residents request that the Benthien Loop neighborhood be annexed in As-is state thereby reducing the impact to both residents and City alike."

ALTERNATIVE COURSES OF ACTION: To approve circulation of the petition for annexation, and identify how the infrastructure shortfall will be addressed, or not.

STAFF RECOMMENDATION: Staff recommends that the Council approve circulation of the annexation petition, and address the infrastructure shortfall as funding becomes available and as development occurs.

SUGGESTED MOTION: I move to authorize the 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.



Carl Smith
Community Development Director



Approved for Agenda:
Steve Worthington, City Manager

**PETITION FOR ANNEXATION
TO CITY OF FIFE, WASHINGTON**

Proposed Annexation Name: Benthien Loop. File No. _____

The Honorable Mayor and City Council:

WE, the undersigned, who are the owners of not less than sixty percent (60%) in value, according to the assessed valuation for general taxation, of the real property legally described in Exhibit "A" attached hereto and geographically depicted on the map attached hereto as Exhibit "B," lying contiguous to the City of Fife, Washington, do hereby petition that such territory be annexed to and made a part of the City of Fife under the provisions of RCW 35A.14.120 et. seq., and any amendments thereto, of the State of Washington.

Prior to the circulation of this petition, a meeting was held on the 22nd day of July, 2008, between the initiating parties of this annexation and the Council of the City of Fife, at which time the Council accepted the notice of intention to commence annexation proceedings and authorized the circulation of an annexation petition for annexation of the real property legally described in Exhibit "A" and geographically depicted in Exhibit "B" attached hereto. At the meeting the Council also determined that it would require the simultaneous adoption of the zoning designations set forth in Ordinance No. 1672 and the assumption of existing indebtedness of the City by the area to be annexed upon annexation. This is reflected by the following quotation from the draft minutes of the July 22, 2008 Fife City Council Meeting:

Councilmember _____ moved, seconded by Councilmember _____ to authorize the circulation of an annexation petition for the Benthien Loop 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.

Vote on the Motion: Passed unanimously.

WHEREFORE, petitioners pray that the City Council of the City of Fife, Washington entertain this petition, fix a date for a public hearing hereon, and cause notice of the hearing to be published in one or more issues of a newspaper of general circulation in the City, and to post the notice in three public places within the area proposed for annexation specifying the time and place of the hearing and inviting all interested persons to appear and voice approval or disapproval of the annexation.

INSTRUCTIONS FOR SIGNING PETITION

The following conditions should be noted for those signing the petition as owners of property:

1. Each signature shall be executed in ink and shall be followed by the name and address of the signer, the date of signing, and the property description of the property within the proposed annexation owned by the signor.
2. The signature of a record owner, as determined by the records of the county auditor, shall be sufficient without the signature of his or her spouse;
3. In the case of mortgaged property, the signature of the mortgagor shall be sufficient, without the signature of his or her spouse;
4. In the case of property purchased on contract, the signature of the contract purchaser, as shown by the records of the county auditor, shall be deemed sufficient, without the signature of his or her spouse;
5. Any officer of a corporation owning land within the area involved, who is duly authorized to execute deeds or encumbrances on behalf of the corporation, may sign under oath on behalf of such corporation. If an officer signs the petition, he or she must attach an affidavit stating that he or she is duly authorized to sign the petition on behalf of such corporation
6. When property stands in the name of a deceased person or any person for whom a guardian has been appointed, the signature of the executor, administrator, or guardian, as the equivalent to the signature of the owner of the property; and
7. When a parcel of property is owned by multiple owners, the signature of an owner designated by the multiple owners is sufficient.

These pages are a group of pages containing identical text intended by the signers of this petition to be presented and considered as one petition and may be filed with other pages containing additional signatures which cumulatively may be considered as a single petition.

ANNEXATION PETITION FORM
OWNERS

We, the undersigned, being owners of the real property lying contiguous to the City of Fife, Washington, described in Exhibits A and B, do hereby petition that such territory be annexed and made a part of the City of Fife pursuant to RCW 35A.14.120 et. seq., with a zoning designation of Neighborhood Commercial as provided in Ordinance No. 1672, and that the existing indebtedness of the City of Fife be assumed upon annexation.

WARNING

Every person who signs this petition with any other than his or her true name, or who knowingly signs more than one of these petitions, or signs a petition seeking an election when he or she is not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

1. Printed Name: _____ Signature: _____
Address: _____ Date: _____
Property Description: _____
(Address and Tax Parcel Number)

2. Printed Name: _____ Signature: _____
Address: _____ Date: _____
Property Description: _____
(Address and Tax Parcel Number)

3. Printed Name: _____ Signature: _____
Address: _____ Date: _____
Property Description: _____
(Address and Tax Parcel Number)

4. Printed Name: _____ Signature: _____
Address: _____ Date: _____
Property Description: _____
(Address and Tax Parcel Number)

5. Printed Name: _____ Signature: _____
Address: _____ Date: _____
Property Description: _____
(Address and Tax Parcel Number)

ANNEXATION PETITION FORM
OWNERS

We, the undersigned, being owners of the real property lying contiguous to the City of Fife, Washington, described in Exhibits A and B, do hereby petition that such territory be annexed and made a part of the City of Fife pursuant to RCW 35A.14.120 et. seq., with a zoning designation of Neighborhood Commercial as provided in Ordinance No. 1672, and that the existing indebtedness of the City of Fife be assumed upon annexation.

WARNING

Every person who signs this petition with any other than his or her true name, or who knowingly signs more than one of these petitions, or signs a petition seeking an election when he or she is not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

6. Printed Name: _____ Signature: _____
Address: _____ Date: _____
Property Description: _____
(Address and Tax Parcel Number)

7. Printed Name: _____ Signature: _____
Address: _____ Date: _____
Property Description: _____
(Address and Tax Parcel Number)

8. Printed Name: _____ Signature: _____
Address: _____ Date: _____
Property Description: _____
(Address and Tax Parcel Number)

9. Printed Name: _____ Signature: _____
Address: _____ Date: _____
Property Description: _____
(Address and Tax Parcel Number)

10. Printed Name: _____ Signature: _____
Address: _____ Date: _____
Property Description: _____
(Address and Tax Parcel Number)

EXHIBIT 'A'
CITY OF FIFE
BENTHIEN LOOP ANNEXATION

THAT PORTION OF GOVERNMENT LOT 1 IN SECTION 1, TOWNSHIP 20 NORTH, RANGE 3 EAST OF THE W.M., PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

THE EAST 15.00 FEET OF THE NORTH 360.00 FEET OF SAID GOVERNMENT LOT 1; TOGETHER WITH:

THOSE PORTIONS OF GOVERNMENT LOT 3 AND GOVERNMENT LOT 4 IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE W.M., PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

GOVERNMENT LOT 4 IN SAID SECTION 6; TOGETHER WITH:

THE WEST HALF OF THE SOUTHWEST QUARTER OF GOVERNMENT LOT 3 IN SAID SECTION 6; TOGETHER WITH:

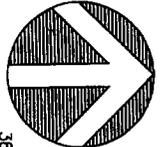
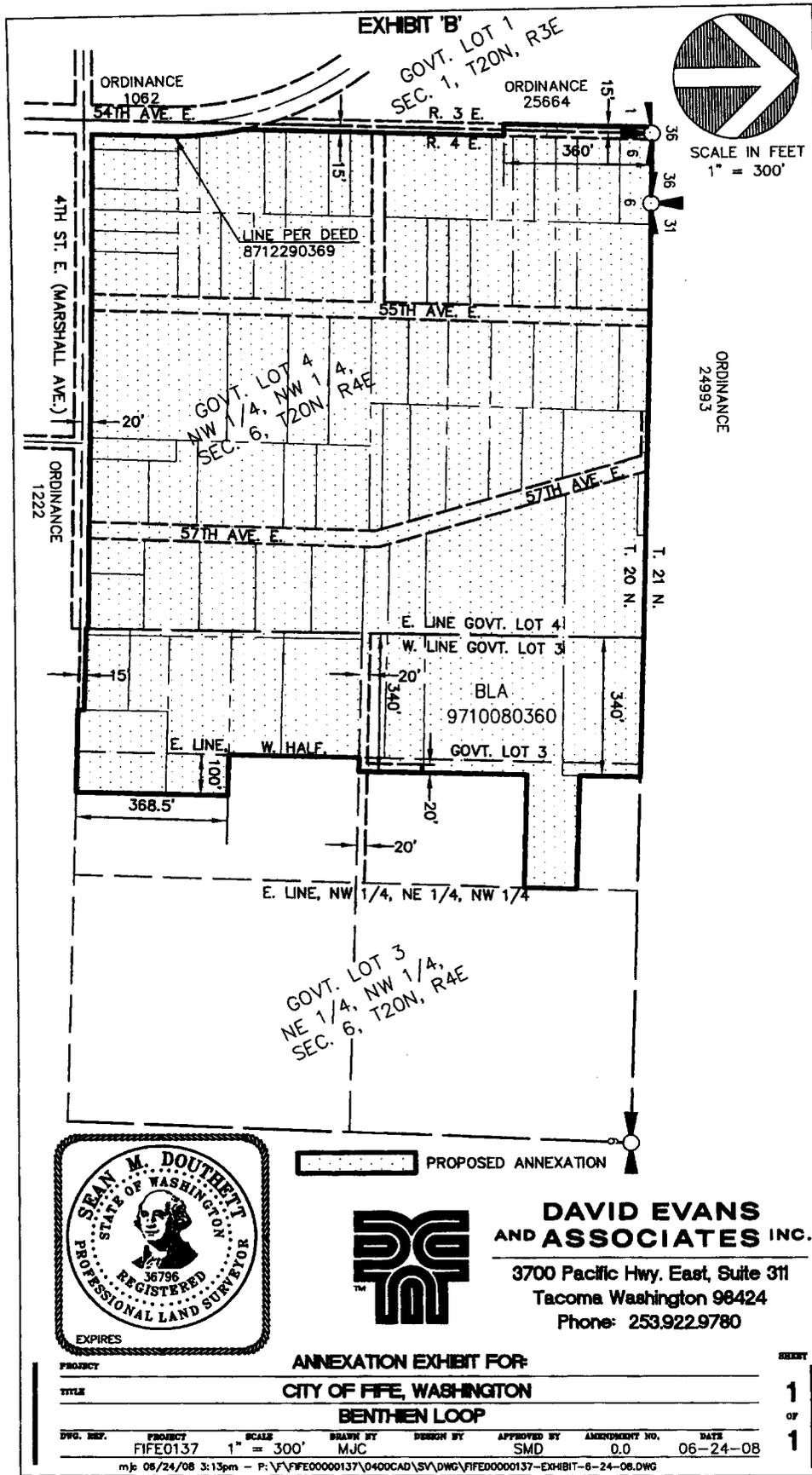
THE WEST 100.00 FEET OF THE SOUTH 368.50 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF GOVERNMENT LOT 3 IN SAID SECTION 6; TOGETHER WITH:

THE WEST 340.00 FEET OF THE NORTHWEST QUARTER GOVERNMENT LOT 3 IN SAID SECTION 6; TOGETHER WITH:

ALL THAT PORTION OF PARCEL 'A' OF BOUNDARY LINE ADJUSTMENT FILED UNDER RECORDING NUMBER 9710080360 RECORDS OF PIERCE COUNTY AUDITOR, LYING EAST OF THE EAST LINE OF SAID WEST 340.00 FEET; EXCEPT THE FOLLOWING:

THOSE PARCELS ANNEXED BY THE CITY OF FIFE UNDER THE FOLLOWING ORDINANCES;
NUMBER 1062, DATED MARCH 21, 1991, NUMBER 24993, DATED OCTOBER 08, 1991, NUMBER 25664, DATED FEBRUARY 07, 1995, NUMBER 1222, DATED FEBRUARY 15, 1996.

CONTAINING 2,180,642 SQUARE FEET OR 50.06 ACRES, MORE OR LESS.



SCALE IN FEET
1" = 300'



PROPOSED ANNEXATION



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

ANNEXATION EXHIBIT FOR:
CITY OF FIFE, WASHINGTON
BENTHEN LOOP

1
OF
1

PROJECT	CITY OF FIFE, WASHINGTON					
TITLE	BENTHEN LOOP					
DWG. REF.	PROJECT	SCALE	DRAWN BY	DESIGN BY	APPROVED BY	AMENDMENT NO.
FIFE0137	FIFE0137	1" = 300'	MJC	SMD	SMD	0.0
						DATE
						06-24-08
mjc: 08/24/08 3:13pm - P:\FIFE00000137\0400CAD\SV\DWG\FIFE00000137-EXHIBIT-6-24-08.DWG						



City of Tacoma
City Manager

CITY OF FIFE
CITY MANAGER
MAY 05 2008

May 1, 2008

Mr. Steve Worthington
City Manager
City of Fife
5411 – 23rd Street East
Fife, WA 98424

Dear Mr. Worthington:

I send this letter to express the City of Tacoma's support for the Benthien Loop annexation proposed by the City of Fife. In conjunction with communicating our support, we also seek agreement from you that, after the Benthien Loop annexation, no further changes should be made to this urban growth boundary between our two cities.

I understand that the proposed Benthien Loop annexation includes eleven parcels that straddle the Hylebos Creek, the current urban growth boundary between Tacoma and Fife. Tacoma's urban growth area (UGA) is to the west of the creek and Fife's UGA is to the east. I also understand that these eleven parcels are on a steep slope such that the part of each parcel that is to the west of the creek is at the top of the slope and the part of each parcel that is east of the creek is at the bottom of the slope.

Staff from my office visited the site and concurs with the observations of Fife city staff that the homes on these split parcels are on the easterly portion of each property – at the bottom of the slope – and therefore, are more oriented to Fife's UGA than to Tacoma's. My staff also recognized that the sole access to these properties is provided via a road that is entirely within Fife's UGA.

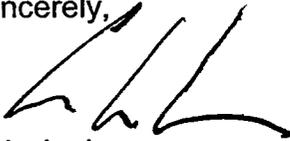
The City of Tacoma can support the proposed annexation area based on these factors. It is also helpful to have received a copy of the petition submitted by the residents in the area expressing their desire to include the split parcels in this annexation to Fife.

Mr. Steve Worthington
May 1, 2008
Page Two

To support the Benthien Loop annexation, the City of Tacoma will support the urban growth boundary adjustment that will need to be completed with the next amendment of the Pierce County Comprehensive Plan. However, we ask that the City of Fife support Tacoma's expectation that there should be no further adjustments to the urban growth boundary after this annexation.

I appreciate your confirmation that we agree on the urban growth boundary. Please extend a thank you to your staff for their on-going communication with Tacoma staff as this annexation proposal has taken shape.

Sincerely,

A handwritten signature in black ink, appearing to read 'Eric Anderson', with a stylized flourish at the end.

Eric Anderson
City Manager

cc: Carl Smith
Chip Vincent
Peter Huffman
Alisa O'Hanlon

Benthian Loop Annexation

DRAFT SUBJECT
TO CHANGE

<i>Proposed Annexation Timeline</i>			
Steps			
1	Annexation Initiation Petition Received		6/25/2007
2	Council Meeting		8/14/2007
3	Meeting with property owners		8/29/2007
4	Planning Commission		10/1/2007
	Recommendation for changing pre-annexation zoning/comp plan designation		
5	CTED Review (up to 60 days- sent 10/5/07)		12/3/2007
6	City Council Public Hearing 1 to change land use designation (combined with Comp Plan)		10/9/2007
7	City Council Public Hearing 2 to change land use designation (combined with Comp Plan)		11/13/2007
8	Study Session to introduce details of annexation to Council		2/19/2008
9	City Council Public Hearing 1		2/26/2008
	To change pre-annexation zoning to Neighborhood Commercial		
10	City Council Public Hearing 2		4/22/2008
	To change pre-annexation zoning to Neighborhood Commercial; and First read of Ord. (2 public hearings must be held 30 days apart)		
11	City Council Second Reading of Ord and expected adoption.		5/13/2008
12	City Council		7/22/2008
	Approval to circulate petition requiring signature of 60% or more of assessed valuation.		
13	Begin coordination with County		6/30/2008
14	Completed petition filled with city		8/12/2008
	Assumes 3 weeks - no time limit for this however, signatures are valid only if signed 6 months prior to filing		
15	Petition forwarded to the County Assessor by City		8/13/2008
	Within 3 days of filing by petitioner		
16	Petition certified as sufficient by County Assessor		9/15/2008
	Assumes 30 days ("Reasonable Promptness")		
Note: Petition will be sent to BRB as soon as certified sufficient by County assessor			
17	Pierce County Boundary Review Board		10/30/2008
	Assumes no review requested - within 45 days, a request for review is filled, the board must make a decision within 120 days; If the board's jurisdiction is not invoked, the proposed action shall be deemed approved (RCW 36.93.100 BRB Procedures)		
18	Annexation Ordinance adopted by City at public hearing		11/30/2008
	Assumes approx. 1 month after BRB approval		
TBD = Dates with Too Be Determined are dependant on the day the petition is approved for circulation			

March 28, 2008

To: *City of Fife, Mayor Johnson and members of council*

Subject: *Benthien Loop Proposed Annexation Infrastructure*

Thank you for your continued time and efforts with regard to the proposed annexation of our neighborhood.

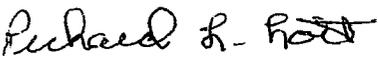
As residents of the Benthien Loop, it is our hope and concern that the city approve our Petition of Annexation into City of Fife and that the council be mindful that we, the property owners, are strongly in favor of our current state of infrastructure remaining As-Is with consideration and assurances that this "state" will exist unchanged until such time as the event of future "new" development would necessitate any required "improvements" as mandated by city ordinance or by choice of the residents themselves.

In addition, we would like to remind that the Benthien Loop Neighborhood is and of itself a large "cul-de-sac" with the only entrance and exit via the intersection of 4th ST E and 54th Ave which effectively limits the amount of traffic within the neighborhood. We would also like to make reference to the road improvement that was recently performed by Pierce County thereby eliminating the need for additional road improvement at this time.

In summary, we the residents request that the Benthien Loop neighborhood be annexed in As-Is state thereby reducing the impact to both residents and City alike.

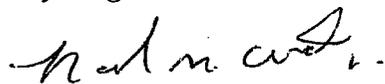
Thank you.

Sincerely,


Richard L. Lott

Benthien Loop Property Owner and Advocate for Annexation into City of Fife


Larry Wageman


Ronald N. Arndt Jr.

Cc: Carl Smith, Fife Community Development Director
Steve Worthington, Fife City Manager

Chris Larson

From: Chip Vincent [CVINCEN@co.pierce.wa.us]
Sent: Friday, May 09, 2008 11:43 AM
To: Chris Larson
Cc: Toni Fairbanks
Subject: Re: Benthien Loop Annexation

Chris, while I support the Fife annexation boundary proposal for the Benthien loop road area we may have some concerns about the future zoning of the area based on unconfirmed statements we have received from residents in the area. Chip

>>> "Chris Larson" <clarson@cityoffife.org> 5/8/2008 10:52 AM >>>
Chip,

I hope you received your copy of the letter from Tacoma City Manager, Eric Anderson, expressing support for annexation of the proposed Benthien Loop Boundary. In discussions with Tacoma and Fife's Council it has always been said that Pierce County supports this annexation and will adjust the UGA boundary during your next Comp Plan amendment cycle. For purposes of documenting this verbal agreement, can you write us a letter or a brief memo stating that you agree with the proposed annexation boundary and plan on amending the UGA, to reflect the changes, during your next Comp Plan amendments? For your reference attached is a map showing the proposed annexation boundary and existing UGA.

Thanks for all your support and help with this annexation process.

Chris Larson

Code Enforcement Officer

City of Fife

5411 23rd St. E.

Fife, WA 98424

V (253) 896-8634

F (253) 922-5355

clarson@cityoffife.org <<mailto:clarson@cityoffife.org>>

MEMORANDUM
For Meeting of July 22, 2008

TO: Honorable Mayor and City Council
THROUGH: Steve Worthington, City Manager; Carl Smith, 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 this 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 approve Ordinance No. 1666.
2. To approve Ordinance No.1666 with some additional provision.
3. To not approve 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 Smith
Community Development Director



Approved for Agenda:
Steve Worthington, City Manager

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 1st 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.

4.2 The Development Standards set forth in this section shall apply to all of the 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 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 20th 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 the need to modify, relocate or pipe the existing drainage ditch adjacent to the right of way.

4.5.2 Praxair will install a new two-way left-turn lane on 20th 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 discussed 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 A 5 foot bike lane shall be constructed along the property frontage on 20th Street East. to the western boundary of Parcel B, with appropriate tapers. In lieu of constructing the bike lane, Praxair may 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. The City has sufficient right of way on the east side of the Property, so the dedication shall only be for five feet or right of way along the northern boundary of Parcel B. If there are any Praxair improvements (fence, landscaping, etc.) located within the right of way to be dedicated, the City shall allow the continued use and maintenance of the improvements until the right of way is needed for construction of the bike lane, at which time, after due notice, Praxair shall relocate the improvements outside of the right of way. If Praxair dedicates the right of way, then, 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) required street trees, if determined to cause security concerns being located near the perimeter fence, may be planted, under the City's direction, elsewhere on City right of way within the City, or, a payment in lieu of planting may be made, based upon the current value of the material, equipment and personnel needed to provide, plant, and maintain the trees, to the

City park Improvement Fund to be used solely for the planting of trees as part of a City park improvement project; 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 may be used for perimeter landscaping where necessary to assure adequate site distance for security purposes; and 4) in lieu of interior landscaping required by FMC chapter 19.64 the Native Growth Protection Easement has been expanded to include additional square footage exceeding 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 _____, 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 any building 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 The parties acknowledge that the state of Washington or other authority may reroute Interstate Highway 5 and that such rerouting may reduce or adversely affect the Easement Area. Following any such rerouting, the portion of the Easement Area which remains or is unaffected shall remain subject to the Native Growth Protection Easement and this Development Agreement will remain in full force and effect. In the event such rerouting results in condemnation or expropriation of the Property, Praxair as Owner of the Property will represent itself in the valuation or other proceeding and will be entitled to any and all amounts awarded. The City will represent itself in the valuation or other proceeding relating to the Native Growth Protection Easement and will be entitled to any and all amounts awarded related to the Native Growth Protection Easement. 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 it is 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 23rd 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.**

EXHIBIT "A" PRELIMINARY BOUNDARY FOR PRAXAIR, INC., FIFE, WASHINGTON

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

LEGAL DESCRIPTION:

PARCEL A:

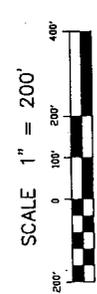
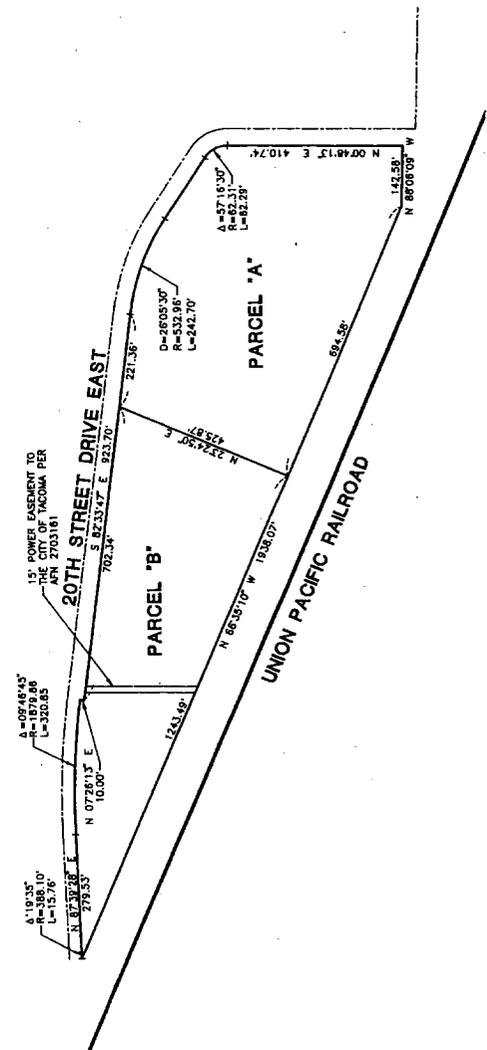
THOSE PORTIONS OF PARCELS 19 AND 20 AS SHOWN ON THAT CERTAIN RECORD OF SURVEY - "FIFE PROPERTIES," DATED FEBRUARY 3, 1978 AND RECORDED FEBRUARY 20, 1978 IN BOOK 12 OF RECORDS OF PIERCE COUNTY, WASHINGTON, AND AS SHOWN ON THE DRAWING DATED MAY 3, 1978, WITH FILE NO. 16790101-70 AND ENTITLED "TRACED AND RECORDED UNDER RECORDING NO. 2674483 AND 2674483 AND FURTHER DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF FERGUSON AVENUE WITH THE NORTHERLY LINE OF 20TH STREET EAST (FORMERLY MILTON AVENUE); THENCE NORTH 88°08'00" WEST 142.58 FEET; THENCE NORTH 23°14'50" EAST, 423.88 FEET; THENCE NORTH 23°14'50" EAST, 423.88 FEET TO THE SOUTHERLY LINE OF PRIMARY STATE HIGHWAY NO. 1; SOUTH 82°33'47" EAST, 221.37 FEET; A CURVE TO THE RIGHT HAVING A RADIUS OF 532.86 FEET, A DISTANCE OF 242.70 FEET, SOUTH 56°28'17" EAST 172.50 FEET, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 142.58 FEET, A DISTANCE OF 142.58 FEET, SOUTH 02°48'13" WEST 410.74 FEET TO THE POINT OF BEGINNING.

PARCEL B:

THAT PORTION OF PARCEL 20, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ENTITLED "FIFE PROPERTIES," DATED FEBRUARY 3, 1978 AND RECORDED FEBRUARY 20, 1978 IN BOOK 12 OF RECORDS OF PIERCE COUNTY, WASHINGTON, AND BEING FURTHER DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF FERGUSON AVENUE WITH THE NORTHERLY LINE OF 20TH STREET EAST (FORMERLY MILTON AVENUE); THENCE NORTH 88°08'00" WEST 142.58 FEET; THENCE NORTH 23°14'50" WEST 694.38 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVERTED TO AN UNDIVIDED COMMON PLEASANT TRACT OF LAND UNDER RECORDING NO. 2674493, WHICH POINT IS THE TRUE POINT OF BEGINNING; THENCE NORTH 65°31'00" WEST 142.58 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 308.10 FEET, A DISTANCE OF 142.58 FEET TO THE POINT OF BEGINNING; THENCE SOUTHERLY ALONG SAID HIGHWAY LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET, A DISTANCE OF 320.85 FEET, SOUTH 72°13' WEST 10.00 FEET, SOUTH 82°33'47" EAST 142.58 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF LAWLER AVENUE VACATED BY ORDINANCE NO. 402 RECORDED UNDER RECORDING NO. 2702193 LYING WITHIN SAID DESCRIBED PARCELS AND BEING A DISTANCE OF 423.88 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.



SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF _____ IN _____

SURVEY FOR:

PRAXAIR, INC.
DATE: MAY 1, 2008
JOB NO.: 081122
DRAWN BY: DANA JOE HUTCHINSON

C.E.S. NW INC.
CIVIL ENGINEERING & SURVEYING
8210 12TH ST. E.
FIFE, WA 98424
PHONE: (253) 822-1832
FAX: (253) 922-1924
djh@cesnw.com

AUDITOR
FILED FOR RECORD THIS _____ DAY OF _____
20____ AT _____ MINUTES PAST _____ M.
RECORDS OF THE PIERCE COUNTY AUDITOR, TACOMA, WASHINGTON.
RECORDING NUMBER _____
PIERCE COUNTY AUDITOR _____
FEE _____
BY _____

EXHIBIT A
Legal Description

MEMORANDUM
For Meeting of July 22, 2008

TO: Mayor and Councilmembers
THROUGH: Steve Worthington, City Manager
FROM: Loren D. Combs, City Attorney, Greg Amann Assistant City Attorney
SUBJECT: Ordinance No. 1675 adopting a Vested Rights Ordinance.

REPORT IN BRIEF: Ordinance setting forth the City's policy for vesting of permit applications.

BACKGROUND: This matter was discussed at the July 15, 2008 study session.

ATTACHMENT: Ordinance No. 1675.

DISCUSSION: At the July 15, 2008 study session, Council directed the City Attorney to prepare an ordinance that provides 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. The Council also directed that the ordinance provide for vesting only of land use control ordinances applicable to the specific permit and not any subsequently required permits, unless required by state law. The attached ordinance does this, and specifically addresses grade and fill permits and SEPA checklists. Setting for the City's vested rights policy by ordinance will provide a measure of certainty to City regulators, developers and property owners.

FISCAL IMPACT: None

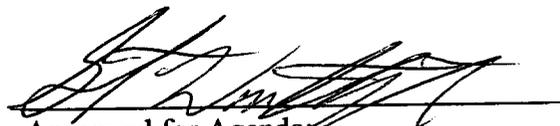
ALTERNATIVE COURSES OF ACTION:

1. Approve first reading of Ordinance 1675 as drafted.
2. Amend Ordinance 1675 and then approve first reading as amended.
3. Decline to approve Ordinance 1675.

RECOMMENDATIONS: Approve a first reading of Ordinance No. 1675 as drafted.

SUGGESTED MOTION: Move to approve first reading of Ordinance No. 1675.

Greg Amann
Assistant City Attorney



Approved for Agenda
Steve Worthington, City Manager

CITY OF FIFE, WASHINGTON

ORDINANCE NO. 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

WHEREAS, the purpose of the vested rights doctrine is to provide a measure of certainty to City regulators and developers and to protect developer's expectations against fluctuating land use policy; and

WHEREAS, the doctrine is based upon constitutional principles of fairness and due process, acknowledging that development rights are valuable and protected property interests; and

WHEREAS, it is in the best interests of the City to set forth the City's vested rights policy to provide a measure of certainty to City regulators, developers and property owners; now therefore

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

Section 1. Title 14 of the Fife Municipal Code is hereby amended by the addition of a new Chapter 14.11 titled "Vesting."

Section 2. The Fife Municipal Code is hereby amended by the addition of a new section 14.11.010 to read as follows:

14.11.010 Definitions

For purposes of this Chapter, the following definitions shall apply:

A. "Complete Application" means a permit application that includes all of the information required for such permit by the Director and the Fife Municipal Code, and the applicable fee is paid. Supplemental information required after vesting of a complete application shall not affect the validity of the vesting for such application.

B. "Project action" means a specific activity, located in a defined geographic area, relating to construction or development of such area.

C. "Project permit" means any land use or environmental permit or license required from the City for a project action, including but not limited to building permits, subdivisions, binding site plans, planned unit developments,

conditional uses, shoreline substantial development permits, site plan review, permits or approvals required by critical area ordinances, site-specific rezones authorized by a comprehensive plan or subarea plan, but excluding the adoption or amendment of a comprehensive plan, subarea plan, or development regulations.

D. “Vesting” means the establishment of a date that is used to determine which zoning and other land use control ordinances the City will apply to the review of a complete project permit application.

Section 3. The Fife Municipal Code is hereby amended by the addition of a new section 14.11.020 to read as follows:

14.11.020 Vesting of Project Permits

A. All project permit applications shall be considered under the zoning and other land use control ordinances in effect on the date a complete application for such permit is filed.

B. Vesting of an application does not vest any subsequently required permits, nor does it affect the requirements for vesting of subsequent permits or approvals, except that complete applications for subdivisions and short subdivisions are vested for the specific use and density that is identified in the application submittal, subject to the time limitations set forth in RCW 58.17.170.

C. A complete application for a grading or filling permit does not vest as to storm water management regulations unless a complete storm water drainage permit application is submitted concurrently. Complete grading or filling permit applications vest only to the grading and filling on the property and do not vest any subsequent development or construction activities.

D. Project permit applications do not include pre-application submittals or materials. SEPA checklists and other SEPA submittals by themselves do not vest a project, but may be considered in determining whether the underlying project permit application is complete.

Section 4. The Fife Municipal Code is hereby amended by the addition of a new section 14.11.030 to read as follows:

14.11.030 Waiver of Vesting

A property owner may voluntarily waive vested rights at any time during the processing of an application by delivering a written and signed waiver to the Community Development Director stating that the property owner agrees to comply with all development regulations in effect on the date of delivery of the waiver.

Section 5. 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 6. 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 on the 22nd day of July, 2008.

Passed by the City Council on the ____ day of _____, 2008.

Steve Worthington, City Manager

ATTEST:

Steve Marcotte, Clerk-Treasurer

APPROVED AS TO FORM:

Loren D. Combs, City Attorney

Published: _____

Effective Date: _____

V:\SnapDocs\Fife, City of - General (07577)\ORDIN\VestingV1.doc

MEMORANDUM
For Meeting of July 22, 2008

TO: Mayor and Councilmembers
 THROUGH: Steve Worthington
 FROM: Russ Blount
 SUBJECT: **Resolution 1222** – Authorize Deed Restriction and Right-of-way Conveyance
 On Parcel 0420172041, for Valley Avenue Widening Project

REPORT IN BRIEF: This deed restriction is a condition of project permits, and the separation of right-of-way from the adjoining property allows enforcement of the City's utility franchise agreements.

BACKGROUND: In order to widen Valley Avenue, it is necessary to relocate Wapato Creek away from the street. The City of Fife has obtained permits or approvals from Washington State Departments of Fish & Wildlife, Ecology, and Transportation; the Puyallup Tribe of Indians; and the US Department of Environmental Protection, National Oceanographic and Atmospheric Administration, and Corps of Engineers. A condition of the Corps of Engineers permit is that the new creek bed and its associated wetlands and buffers be protected from development by a deed restriction.

The City's franchise agreement with Puget Sound Energy governs the utility's activities in public streets so the application of that agreement requires that the right-of-way for the new street be officially designated as separate from the City's adjoining property. The "bump-out" at the northwest end of the right-of-way area is for utility vault, transformer, pull box, and pedestal installation.

ATTACHMENTS: Resolution 1222 with attachments; Corps permit cover letter and pages 1-5 with condition 7c on page 2 of the permit stating the requirement for deed restriction.

DISCUSSION: The deed restriction and right-of-way areas are the minimum necessary to complete the work.

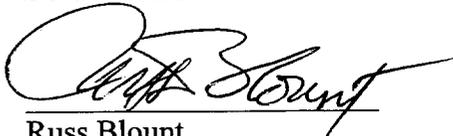
FISCAL IMPACT: No direct impact.

ALTERNATIVE COURSES OF ACTION:

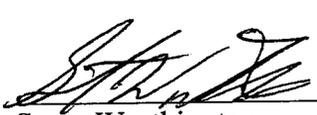
1. Approve Resolution 1222 as written.
2. Amend Resolution 1222, then approve as amended.
3. Decline to approve Resolution 1222.

RECOMMENDATIONS: Approve Resolution 1222 as written.

SUGGESTED MOTION: Motion to Approve Resolution 1222.



Russ Blount
 Public Works Director



Approved for Agenda Steve Worthington
 City Manager

RESOLUTION NO. 1222

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON AUTHORIZING A DEED RESTRICTION AND RIGHT OF WAY CONVEYANCE ON PARCEL NO. 0420172041

WHEREAS, the City purchased tax parcel no. 0420172041 (the "Property") for storm drainage facilities and wetlands mitigation for the 70th and Valley Road Improvement Project; and

WHEREAS, as a condition of the Army Corps of Engineers permit for the wetlands mitigation project, the City is required to place a deed restriction on the wetland and wetland buffer on the Property, prohibiting development or disturbance of vegetation; and

WHEREAS, a portion of the Property bordering Valley Avenue is needed for right of way and utilities for the 70th and Valley Road Improvement Project; now, therefore

BE IT RESOLVED that the City Council hereby authorizes the City Manager to execute the Deed Restriction attached hereto as Exhibit A and the Right of Way Deed attached hereto as Exhibit B on behalf of the City.

ADOPTED by the City Council at an open public meeting held on the 22nd day of July, 2008.

Barry Johnson, Mayor

Attest:

Steve Marcotte, City Clerk

After Recording Please Return To:
VSI Law Group, PLLC
3600 Port of Tacoma Road, Suite 311
Tacoma, WA 98424

DEED RESTRICTION

Grantor: CITY OF FIFE, a municipal corporation

Grantee: THE PUBLIC

Abbreviated Legal Description: NW ¼ of NW ¼ of Sec. 17, T. 20 N, R. 4 E, W.M.

Complete legal description is attached hereto as Exhibit A

Tax Parcel No.: 0420172041

CITY OF FIFE ("Grantor"), record owner of the property hereinafter described, for and in consideration of the grant by the U.S. Army Corps of Engineers of Permit No. 200600706, hereby subjects the wetland and wetland buffer legally described in Exhibit A and geographically depicted in Exhibit B (the "Restricted Property") to the following permanent and irrevocable covenants and deed restrictions:

1. The development, alteration, or disturbance of vegetation on the Restricted Property is prohibited in perpetuity except upon express written approval of the U.S. Army Corps of Engineers.
2. The Restricted Property is hereby deemed to be "Waters of the State."
3. The terms and conditions of these deed restrictions and covenants shall bind the Grantor, its heirs and assigns to the extent of their legal and/or equitable interest in the Restricted Property, and these deed restrictions and covenants shall run with the land in perpetuity and be binding on the Restricted Property and its owner(s) forever.

LAND DESCRIPTION
WETLAND AND WETLAND BUFFER
PIERCE COUNTY TAX PARCEL NUMBER 0420172041

THOSE PORTIONS OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE W.M., IN PIERCE COUNTY, WASHINGTON;
THENCE NORTH 620.2 FEET TO THE SOUTHERLY LINE OF KINCAID GILLIAM COUNTY ROAD (VALLEY AVENUE EAST);
THENCE NORTHWESTERLY ALONG SAID SOUTHERLY LINE OF SAID COUNTY ROAD 925 FEET TO A LINE PARALLEL WITH AND 557 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER;
THENCE SOUTH ALONG SAID PARALLEL LINE 355 FEET, MORE OR LESS, TO THE CENTERLINE OF THE RIGHT OF WAY OF THE PUGET SOUND ELECTRIC COMPANY SHORT LINE, PUYALLUP RAILROAD;
THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF SAID RIGHT OF WAY TO THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER;
THENCE EAST 77.9 FEET TO THE POINT OF BEGINNING.
DESCRIBED AS FOLLOWS:

EXCEPT FROM THE ABOVE DESCRIBED PROPERTY THAT PORTION OF THE WEST 350 FEET (MEASURED AT RIGHT ANGLES TO THE WEST LINE THEREOF) LYING NORTHERLY AND WESTERLY OF THE CENTERLINE OF WAPATO CREEK AS THE SAME NOW EXISTS; ALSO EXCEPT THE FOLLOWING:

COMMENCING AT THE INTERSECTION OF SAID SOUTHERLY LINE AND SAID LINE PARALLEL WITH AND 557 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER;
THENCE SOUTH $51^{\circ}26'32''$ EAST ALONG SAID SOUTHERLY LINE 436.44 FEET TO THE EAST LINE OF THE WEST 350 FEET OF THE ABOVE DESCRIBED PROPERTY AND THE POINT OF BEGINNING;
THENCE CONTINUING SOUTH $51^{\circ}26'32''$ EAST ALONG SAID SOUTHERLY LINE 509.11 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER;
THENCE SOUTH $01^{\circ}52'14''$ WEST ALONG SAID EAST LINE 37.41 FEET;
THENCE NORTH $80^{\circ}18'40''$ WEST 100.03 FEET;
THENCE NORTH $51^{\circ}48'43''$ WEST 19.31 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 32.00 FEET;
THENCE WESTERLY 21.22 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $38^{\circ}00'03''$;
THENCE NORTH $89^{\circ}48'48''$ WEST 33.11 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 20.00 FEET;
THENCE WESTERLY 13.04 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $37^{\circ}20'47''$;
THENCE NORTH $52^{\circ}27'59''$ WEST 222.65 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 24.00 FEET;
THENCE NORTHWESTERLY 19.71 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $47^{\circ}02'56''$;
THENCE NORTH $05^{\circ}25'03''$ WEST 15.73 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 24.00 FEET;
THENCE NORTHERLY 17.28 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $41^{\circ}14'28''$ TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 24.00 FEET;
THENCE NORTHERLY 41.06 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $98^{\circ}01'49''$;
THENCE NORTH $62^{\circ}12'24''$ WEST 33.52 FEET TO A LINE PARALLEL WITH AND 907 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER;
THENCE NORTH $01^{\circ}52'24''$ EAST ALONG SAID PARALLEL LINE 79.61 FEET TO THE POINT OF BEGINNING; ALSO EXCEPT THE FOLLOWING:

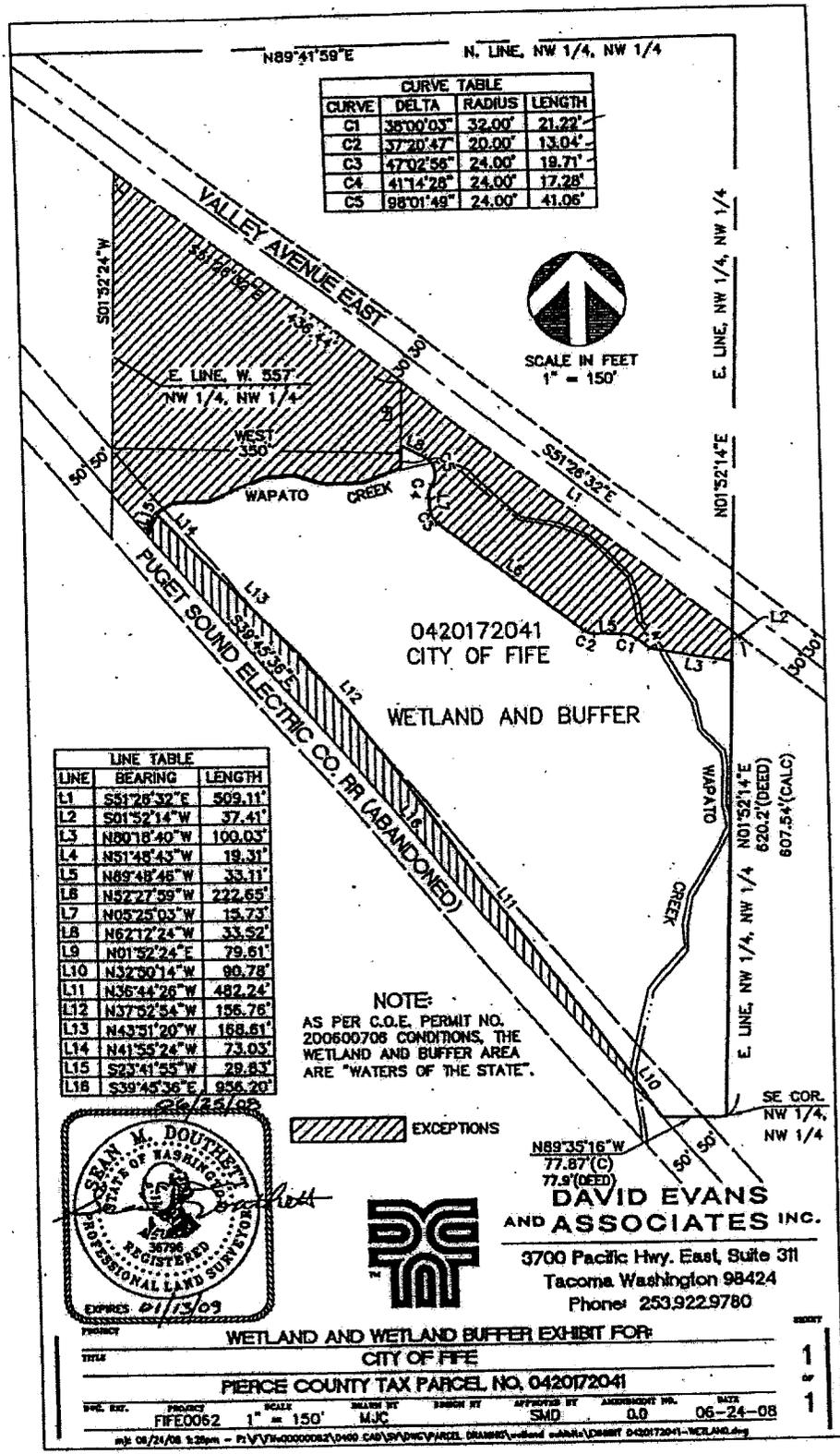
COMMENCING AT SAID SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER;

Ex. A

THENCE NORTH 89°35'16" WEST ALONG THE SOUTH LINE OF SAID SECTION
SUBDIVISION 77.87 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 32°50'14" WEST 90.78 FEET;
THENCE NORTH 36°44'26" WEST 482.24 FEET;
THENCE NORTH 37°52'54" WEST 156.76 FEET;
THENCE NORTH 43°51'20" WEST 188.61 FEET;
THENCE NORTH 41°55'24" WEST 73.03 FEET TO THE CENTERLINE OF WAPATO
CREEK;
THENCE SOUTH 23°41'55" WEST ALONG SAID CENTERLINE 29.83 FEET TO SAID
CENTERLINE OF THE RIGHT OF WAY OF THE PUGET SOUND ELECTRIC
COMPANY SHORT LINE, PUYALLUP RAILROAD;
THENCE SOUTH 39°45'36" EAST ALONG SAID RAILROAD CENTERLINE 956.20
FEET TO THE POINT OF BEGINNING.

CONTAINING 249,642 SQUARE FEET OR 5.73 ACRES, MORE OR LESS.





CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	35°00'03"	32.00'	21.22'
C2	37°20'47"	20.00'	13.04'
C3	47°02'56"	24.00'	19.71'
C4	41°14'28"	24.00'	17.28'
C5	98°01'49"	24.00'	41.05'



SCALE IN FEET
1" = 150'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S81°28'32"E	509.11'
L2	S01°52'14"W	37.41'
L3	N80°18'40"W	100.03'
L4	N51°48'45"W	19.31'
L5	N89°48'46"W	33.11'
L6	N52°27'59"W	222.65'
L7	N05°23'05"W	15.73'
L8	N62°17'24"W	33.52'
L9	N01°52'24"E	79.61'
L10	N32°50'14"W	90.78'
L11	N36°44'26"W	482.24'
L12	N37°52'54"W	156.76'
L13	N43°51'20"W	168.61'
L14	N41°55'24"W	73.03'
L15	S23°41'55"W	29.83'
L16	S39°45'36"E	956.20'

NOTE:
AS PER C.O.E. PERMIT NO. 200600706 CONDITIONS, THE WETLAND AND BUFFER AREA ARE "WATERS OF THE STATE".

EXCEPTIONS



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

PROJECT: WETLAND AND WETLAND BUFFER EXHIBIT FOR:

TITLE: CITY OF FIFE

PIERCE COUNTY TAX PARCEL NO. 0420172041

DATE: 06-24-08

SCALE: 1" = 150'

PROJECT: FIFE0062

SCALE: 1" = 150'

DRAWN BY: MJC

CHECKED BY: SMD

APPROVED BY: 0.0

DATE: 06-24-08

FILE: 06/24/08 9:25pm - P:\V\F\00000082\0460 CAD\SP\DWG\PARCEL DRAWING\wetland\0420172041-WETLAND.dwg

Ex. B

After Recording Please Return To:
VSI Law Group, PLLC
3600 Port of Tacoma Road, Suite 311
Tacoma, WA 98424

RIGHT OF WAY DEED

Grantor: CITY OF FIFE, a municipal corporation

Grantee: CITY OF FIFE, a municipal corporation

Abbreviated Legal Description: NW ¼ of NW ¼ of Sec. 17, T. 20 N, R. 4 E, W.M.

Complete legal description is attached hereto as Exhibit A

Tax Parcel No.: 0420172041

CITY OF FIFE ("Grantor"), record owner of the property hereinafter described hereby conveys and warrants to the City of Fife, a Washington municipal corporation ("Grantee"), the real property legally described in Exhibit A and geographically depicted in Exhibit B attached hereto, for right of way and utility purposes.

Dated this _____ day of _____, 2008

GRANTOR:

CITY OF FIFE

Attest:

By: _____
Steve Worthington, City Manager

STATE OF WASHINGTON)
)
County of Pierce) ss.

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 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.

NOTARY PUBLIC
Print Name: _____
My appointment expires: _____

EXHIBIT 'A'
RIGHT-OF-WAY ACQUISITION
PIERCE COUNTY TAX PARCEL NUMBER 0420172041

THE NORTHEASTERLY 20.00 FEET LYING PARALLEL WITH THE CENTERLINE OF VALLEY AVENUE EAST OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 20 NORTH, RANGE 4, EAST OF THE W.M., IN PIERCE COUNTY, WASHINGTON;
THENCE NORTH 620.2 FEET TO THE SOUTHERLY LINE OF KINCAID GILLIAM COUNTY ROAD (VALLEY AVENUE EAST);
THENCE NORTHWESTERLY ALONG SAID SOUTHERLY LINE OF SAID COUNTY ROAD 925 FEET TO A LINE PARALLEL WITH AND 557 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER;
THENCE SOUTH ALONG SAID PARALLEL LINE 355 FEET, MORE OR LESS, TO THE CENTERLINE OF THE RIGHT OF WAY OF THE PUGET SOUND ELECTRIC COMPANY SHORT LINE, PUYALLUP RAILROAD;
THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF SAID RIGHT OF WAY TO THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER;
THENCE EAST 77.9 FEET TO THE POINT OF BEGINNING; TOGETHER WITH:

COMMENCING AT THE INTERSECTION OF SAID SOUTHERLY LINE AND SAID LINE PARALLEL WITH AND 557 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER;
THENCE SOUTH $51^{\circ}26'32''$ EAST ALONG SAID SOUTHERLY LINE 436.44 FEET TO THE EAST LINE OF THE WEST 350 FEET OF THE ABOVE DESCRIBED PROPERTY;
THENCE SOUTH $01^{\circ}52'24''$ WEST ALONG SAID EAST LINE 24.94 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING SOUTH $01^{\circ}52'24''$ WEST ALONG SAID EAST LINE 24.94 FEET;
THENCE SOUTH $51^{\circ}26'32''$ EAST 20.00 FEET;
THENCE NORTH $38^{\circ}33'28''$ EAST 20.00 FEET;
THENCE NORTH $51^{\circ}26'32''$ WEST 34.90 FEET TO THE POINT OF BEGINNING.

EXCEPT FROM THE ABOVE DESCRIBED PROPERTY THAT PORTION OF THE WEST 350 FEET (MEASURED AT RIGHT ANGLES TO THE WEST LINE THEREOF) LYING NORTHERLY AND WESTERLY OF THE CENTERLINE OF WAPATO CREEK AS THE SAME NOW EXISTS.

CONTAINING 10,732 SQUARE FEET OR 0.25 ACRES, MORE OR LESS.

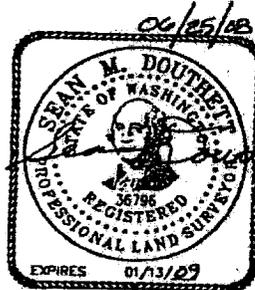
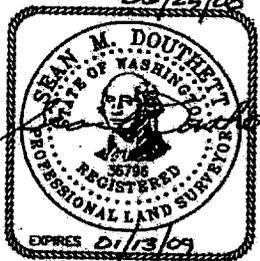
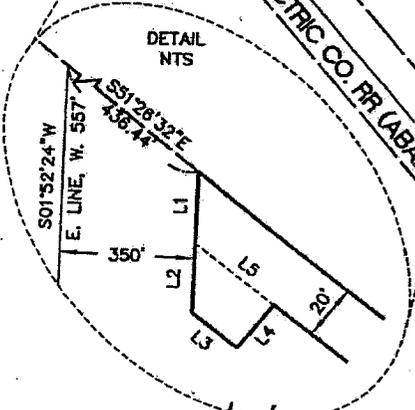
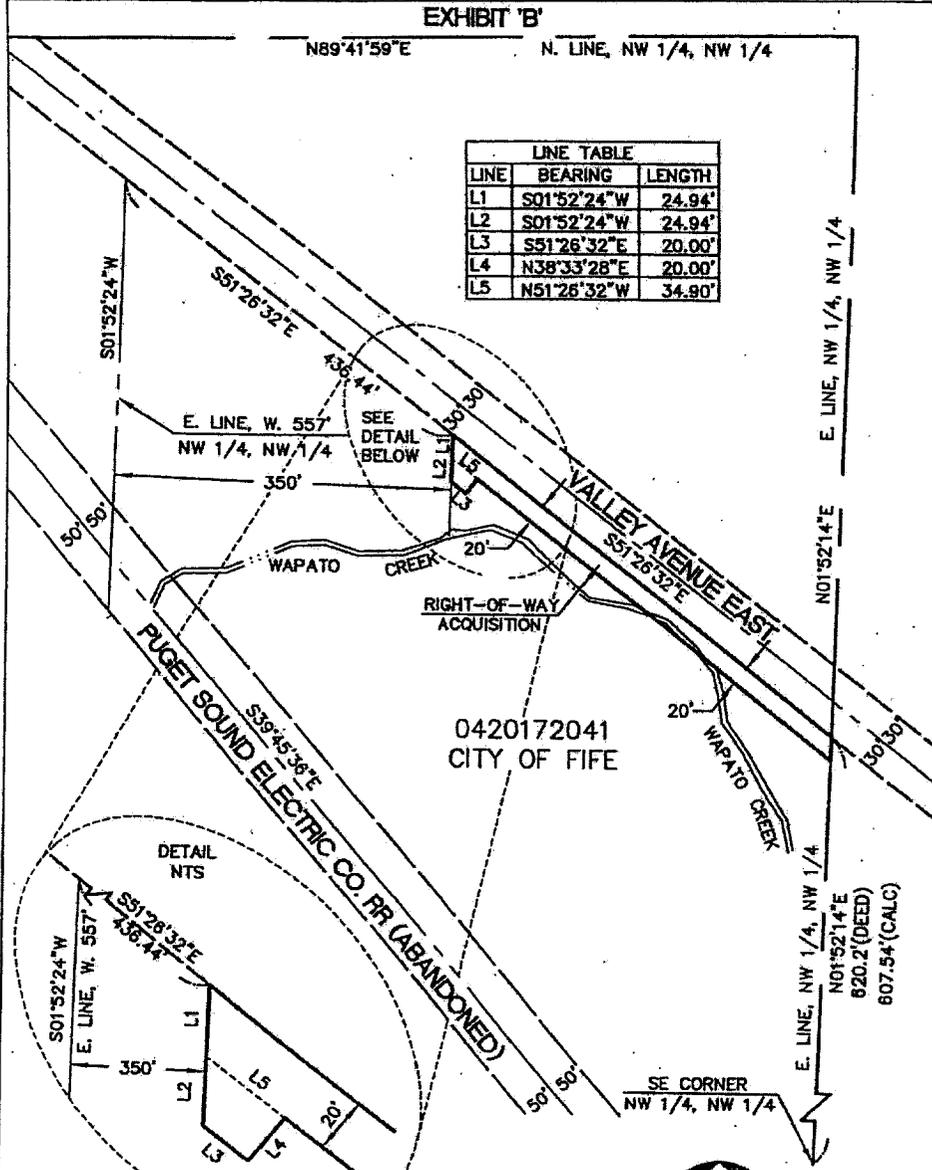


EXHIBIT 'B'

N89°41'59"E

N. LINE, NW 1/4, NW 1/4

LINE TABLE		
LINE	BEARING	LENGTH
L1	S01°52'24"W	24.94'
L2	S01°52'24"W	24.94'
L3	S51°26'32"E	20.00'
L4	N38°33'28"E	20.00'
L5	N51°26'32"W	34.90'




 150 75 0 150
DAVID EVANS AND ASSOCIATES INC.
 3700 Pacific Hwy. East, Suite 311
 Tacoma Washington 98424
 Phone: 253.922.9780

PROJECT: **RIGHT-OF-WAY ACQUISITION EXHIBIT FOR:**

TITLE: **CITY OF FIFE**

PIERCE COUNTY TAX PARCEL NO. 0420172041

DWG. NO. **FIFE0062** SCALE **1" = 150'** DRAWN BY **MJC** CHECKED BY **SMD** APPROVED BY **SMD** AGREEMENT NO. **0.0** DATE **06-24-08**

mjc 08/24/08 11:37am - P:\V\FW\0000062\0400 CAD\SV\DWG\FARCEL DRAWING\redland exhibit\EXHIBIT 0420172041-RW.dwg

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of
1



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
SEATTLE DISTRICT, CORPS OF ENGINEERS
P.O. BOX 3755
SEATTLE, WASHINGTON 98124-3755

JAN 3 2008

Regulatory Branch

City of Fife, Department of Public Works
Mr. Russ Blount
5411 23rd Street East
Fife, Washington 98424

Reference: 200600706
City of Fife,
Department of Public Works

Dear Mr. Blount:

Enclosed is a Department of the Army permit which authorizes performance of the work described in your referenced application. You are cautioned that any change in the location or plans of the work will require submittal of revised plans to this office for approval prior to accomplishment. Deviation from the approved plans may result in imposition of criminal or civil penalties.

Your attention is drawn to General Condition 1 of the permit which specifies the expiration date for completion of the work. Upon completing the authorized work, please fill out and return the enclosed *Certificate of Compliance with Department of the Army Permit* form.

We are interested in your experience with our Regulatory Program and encourage you to complete a customer service survey form. This form and information about our program is available on our website at: www.nws.usace.army.mil (select "Regulatory" and then "Regulatory/Permits").

If you have any questions, please contact Ms. Sandra Manning at (206) 764-6911 or via email at sandra.l.manning@usace.army.mil.

Sincerely,

A handwritten signature in black ink, appearing to read "Michelle Walker".

Michelle Walker
Chief, Regulatory Branch

Enclosure

DEPARTMENT OF THE ARMY PERMIT

Permittee: City of Fife, Department of Public Works

City of Fife, Department of Public Works
Mr. Russ Blount
5411 23rd Street East
Fife, Washington 98424

Permit No: 200600706

Issuing Office: Seattle District

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the U.S. Army Corps of Engineers (Corps) having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: To Widen from 2 lanes to 4 lanes and add sidewalks and bike lanes to 70th Avenue East, and Valley Avenue East which will also be extended for one-mile to connect with an improved intersection alignment at 70th Ave. East. Work will require realigning approximately 760 linear feet of Wapato Creek, filling 1 acre of wetlands, replacing the two round 5 X 65 foot undersized culverts with a single 18 foot wide by 9 feet deep by 118 foot long open bottom culvert in Wapato Creek under 70th Ave. East. Two stormwater treatment ponds will be constructed to treat all new and existing impervious surfaces where no treatment currently exists in accordance with the plans and drawings dated November 29-2007 attached hereto which are incorporated in and made a part of this permit (The purpose of the project is to improve freight mobility, reduce railroad vehicle conflicts, add capacity to a regional corridor serving a rapidly developing commercial and industrial area within the City of Fife, improve safety and reduce existing congestion for the traveling public).

Project Location: In wetlands and Wapato Creek, City of Fife, at Pierce County, Washington.

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on JAN 3 2013. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least 1 month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in accordance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification to this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

7. After a detailed and careful review of all the conditions contained in this permit, the permittee acknowledges that, although said conditions were required by the Corps, nonetheless the permittee agreed to those conditions voluntarily to facilitate issuance of the permit; the permittee will comply fully with all the terms of all the permit conditions.

Special Conditions:

- a. You must provide a copy of the permit transmittal letter, the permit form, and drawings to all contractors performing any of the authorized work. The U.S. Army Corps of Engineers permit must be on site during construction.
- b. You must implement and abide by the Endangered Species Act (ESA) requirements and/or agreements set forth in the *"Biological Assessment for the 70th Avenue East and Valley Avenue East Improvement Project"*, dated March 2006 and Steelhead addendums dated April 3, 2006, and July 31, 2007, in their entirety. The National Marine Fisheries Service (NMFS) concurred with a finding of "may affect, not likely to adversely affect" based on these documents on October 12, 2007, (NMFS Reference Number 2007/05674). The NMFS will be informed of this permit issuance. Failure to comply with the commitments made in this document constitutes non-compliance with the ESA and your U.S. Army Corps of Engineers permit. The USFWS/NMFS is the appropriate authority to determine compliance with ESA.
- c. The wetland area created, and enhanced as compensatory mitigation for work authorized by this permit, shall not be made the subject of a future individual or general Department of the Army permit application for fill or other development, except for the purposes of enhancing or restoring the mitigation associated with this project. In addition, a description of the mitigation area identified in the final mitigation plan as approved, and any subsequent permit mitigation area revisions, will be recorded with the Registrar of Deeds or other appropriate official charged with the responsibility for maintaining records to or interest in real property. Proof of this recorded documentation must be provided to the U.S. Army Corps of Engineers, Seattle District, Regulatory Branch within 60 days from the date of permit issuance.
- d. A status report on the mitigation construction, including as-built drawings, must be submitted to the U.S. Army Corps of Engineers, Seattle District, Regulatory Branch, 13 months from the date of permit issuance. Annual status reports on mitigation construction are required until mitigation construction is complete.
- e. The permittee shall implement and abide by the mitigation plan *"City of Fife 70th Avenue East and Valley Avenue East Project, Wetland and Stream Mitigation Report"* dated December 2006. Mitigation monitoring reports will be due for years 1, 2, 3, 5, 7, and 10 from the due date of the as-built drawings of the mitigation site. All reports must be submitted to the U.S. Army Corps of Engineers, Seattle District, Regulatory Branch and must prominently display the reference number 200600706. The mitigation monitoring reports must be submitted in the format shown on the enclosed *"Mitigation Monitoring Report Format"* dated August 3, 2006. Reports should be submitted in hard copy or electronically.

- f. Your responsibility to complete the required compensatory mitigation as set forth in Special Condition "e" will not be considered fulfilled until you have demonstrated mitigation success and have received written verification from the U.S. Army Corps of Engineers.
- g. If human remains or archaeological resources are encountered during construction, all ground disturbing activities shall cease in the immediate area and the permittee shall immediately (within one business day of discovery) notify the U.S. Army Corps of Engineers (Corps). The "*Unanticipated Discovery Plan*" pertaining to handling and management of cultural resources that may be discovered during project construction shall be implemented in its entirety and any additional work required by the Corps in accordance with Section 106 of the National Historic Preservation Act and Corps regulations. The Federal Highway Administration has been designated the lead federal agency responsible for implementing and enforcing the Unanticipated Discovery Plan. If you fail to comply with the implementation and associated enforcement of the Unanticipated Discover Plan, the Corps may determine that you are out of compliance with the conditions of the Department of the Army permit or authorization and suspend the permit or authorization. Suspension may result in modification or revocation of the authorized work.

Further Information:

- 1. Congressional Authorities. You have been authorized to undertake the activity described above pursuant to:
 - () Section 10 of the Rivers and Harbor Act of 1899 (33 U.S.C. 403).
 - (X) Section 404 of the Clean Water Act (33 U.S.C. 1344).
 - () Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C 1413).
- 2. Limits of this authorization.
 - a. This permit does not obviate the need to obtain other Federal, State, or local authorization required by law.
 - b. This permit does not grant any property rights or exclusive privileges.
 - c. This permit does not authorize any injury to the property or rights of others.
 - d. This permit does not authorize interference with any existing or proposed Federal project.
- 3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
 - a. Damages to the permitted project or uses thereof as a result of other permitted activities or from natural causes.
 - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
 - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

- d. Design or construction deficiencies associated with the permitted work.
 - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
4. Reliance on Applicant's Data. The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require include, but are not limited to, the following:
- a. You fail to comply with the terms and conditions of the permit.
 - b. The information provided by you in support of your application proves to have been false, incomplete, or inaccurate (See 4 above).
 - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

Scott Lwand
City of Fife

January 3, 2008
(DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

Michael McCormick
Michael McCormick
Colonel, Corps of Engineers
District Engineer

3 Jan 2008
(DATE)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(TRANSFeree)

(DATE)

MEMORANDUM
For Meeting of July 22, 2008

TO: Mayor and Councilmembers
 FROM: Russ Blount and Ken Gill
 SUBJECT: **Resolution 1223** – Erdahl Ditch Culvert Replacement – Award of Construction Contract

REPORT IN BRIEF: Authorize award of a contract to EJ Rody & Sons for the Erdahl Ditch Culvert Replacement, for a contract amount of \$209,625.00, excluding sales tax.

BACKGROUND:

The City of Fife has operates and maintains the Erdahl ditch pump station located at the ditch connection with the Blair Waterway. The existing plate arch pipe that conveys storm water into the pump station was damaged in the early 1980's. Sinkholes in the backfill around the conveyance pipe were replaced with quarry spalls created in the November 2006 flood event as a temporary repair; additional sinkholes were observed after the December 2007 flood event. City Council approved Resolution 1177 on January 8, 2008, authorizing a contract with Robinson Engineers, LLC for design services that included the plans, specifications, permits and bid documents. The scope of the repair will include replacing the inlet pipe, creating a proper headwall, and providing access improvements to allow maintenance equipment to clear the trash rack and diversion barriers of accumulated debris. Robinson Engineers, LLC provided the prepared plans and specifications; City staff invited price quotations from 5 contractors in accordance with small public works roster procedures.

ATTACHMENTS: Resolution 1223, bid tabulation, July 10th letter from Robinson Engineers recommending contract award to EJ Rody and Sons.

DISCUSSION: July 10th letter from Robinson Engineers.

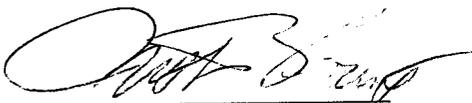
FISCAL IMPACT: The adopted 2008 budget includes \$551,000 for design and construction to replace pump/motor, arch culvert and re-grade and replace ruptured pipe. Council previously authorized \$83,696 for design, \$75,575 for construction management, \$142,115 (including tax) for preorder of the replacement culvert and pump. The bid amount is \$228,072.00, including sales tax. Remaining budget is \$21, 542.

ALTERNATIVE COURSES OF ACTION:

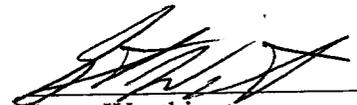
1. Approve Resolution 1223.
2. Amend Resolution 1223, and then approve the amended resolution.
3. Decline to approve Resolution 1223.

RECOMMENDATIONS: Approve Resolution 1223.

SUGGESTED MOTION: Motion to approve Resolution 1223.



Russ Blount
 Public Works Director



Approved for Agenda Steve Worthington
 City Manager

RESOLUTION NO. 1223

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON AUTHORIZING EXECUTION OF A CONTRACT WITH EJ RODY & SONS FOR THE ERDAHL DITCH CULVERT REPLACEMENT.

WHEREAS, the City of Fife maintains the Erdahl Ditch pump station on an easement over certain property owned by the Port of Tacoma; and

WHEREAS, the arch culvert conveyance pipe to the pipe station is failing and is at the end of service life; and

WHEREAS, the City of Fife has approved a 2008 budget to include replacement of this culvert,

WHEREAS, Fife staff invited quotations for bids for the replacement of the inlet pipe, installation of a proper headwall, and construction of access improvements in accordance with small works roster procedures described in Chapter 2.90.030 of the Fife Municipal Code;

WHEREAS the City of Fife received bids until 2:00 p.m. Wednesday July 9th, 2008, at City Hall, at which time four bids were publicly opened and read;

WHEREAS the bids have been evaluated and checked for arithmetic errors by Robinson Engineers, LLC and;

WHEREAS, the bid from EJ Rody & Sons for the Erdahl Ditch Culvert Replacement, for a amount of \$209,625.00, excluding sales tax, was found to be the lowest responsible bid; NOW, THEREFORE,

BE IT RESOLVED that the Council hereby authorizes the City Manger to execute a contract with EJ Rody & Sons for the Erdahl Ditch Culvert Replacement, for an amount of \$209,625.00, excluding sales tax.

ADOPTED by the City Council at an open public meeting held on the 22nd day of July, 2008.

Barry D. Johnson, Mayor

Attest:

Steve Marcotte, City Clerk



ROBINSON ENGINEERS, LLC



CIVIL ENGINEERS & LAND SURVEYORS

July 10, 2008

City of Fife Public Works Department
ATTN: Russ Blount, Public Works Director
3725 Pacific Highway East
Fife, WA 98424

RE: EDA Pump Station – Bid Results

Dear Russ:

Attached please find the final bid tabs for the EDA Pump Station Repairs. A total of four qualified bidders bid on the project with the following costs excluding sales tax:

EJ Rody & Sons	\$209,625.00
NW Cascade, Inc.	\$257,387.00
Construct Co.	\$277,540.00
WM Dickson	\$280,769.00

Engineers estimated cost for the repairs is \$183,020.91 excluding sales tax. No irregularities were found in any of the submitted bids and all contractors are deemed to be qualified to perform the nature of the work required for the project.

Based on a review of submitted bid materials, it is our recommendation to award the contract to EJ Rody and Sons, Inc. in the amount of \$209,625.00 based on:

- EJ Rody & Sons being the lowest qualified bidder on the project;
- Rebidding the project, will delay construction beyond the available August and September fish window for the project and would likely result in temporary diversion costs alone exceeding the entire costs of the project;
- The work is necessary to prevent possible failure of culvert during the upcoming rainy season; and
- The estimated project costs only slightly exceeding the maximum \$200,000 small works roster amount and with council approval can be awarded to the contractor.

If you have any questions please call me at 253-922-2363.

Sincerely,

J. Michael Robinson, PE
President

**1409 - 54TH AVENUE EAST, SUITE A • FIFE, WASHINGTON 98424-1303 • 253-922-2363 • FAX
253-922-0356**



ROBINSON ENGINEERS, LLC



CIVIL ENGINEERS & LAND SURVEYORS

JMR:JHO:ak

Cc: Ken Gill, PE – Assistant City Engineer, City of Fife

EDA Pump Station Repairs - Final Bid Tabs

ESTIMATED CONSTRUCTION COST

ITEM NO	ITEM	EST. QUANTITY	UNIT	UNIT PRICE	TOTAL COST	Engineers Estimate		EJ Rody & Sons Inc.		Construct Co.		Wm. Dickson		NW Cascade, Inc.		
						UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	
SECTION 1 PREPARATION																
1	MOBILIZATION	1	L.S.	\$12,760.91	\$12,760.91	\$10,000.00	\$10,000.00	\$27,000.00	\$27,000.00	\$31,350.00	\$31,350.00	\$27,500.00	\$27,500.00	\$15,000.00	\$15,000.00	
2	CLEARING and GRUBBING	1	L.S.	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00	\$3,275.00	\$3,275.00	\$3,275.00	\$3,275.00	\$15,000.00	\$15,000.00	
3	REMOVAL OF STRUCTURE AND OBSTRUCTION	1	L.S.	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$6,000.00	\$6,000.00	\$4,800.00	\$4,800.00	\$4,800.00	\$4,800.00	\$12,000.00	\$12,000.00	
SECTION 2 GRADING																
4	ROADWAY EXCAVATION INCL. HAUL	1	L.S.	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$24,000.00	\$24,000.00	\$24,000.00	\$24,000.00	\$3,975.00	\$3,975.00	\$5,000.00	\$5,000.00	
5	UNSUITABLE FOUNDATION EXCAVATION INCL. HAUL	1	EST FA	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	
6	SELECT BARROW INCL. HAUL	100	TON	\$30.00	\$3,000.00	\$25.00	\$2,500.00	\$30.00	\$3,000.00	\$3,000.00	\$3,000.00	\$22.00	\$2,200.00	\$18.50	\$1,850.00	
7	CONTAMINATED SOIL REMOVAL	1	EST	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	
SECTION 4 DRAINAGE																
8	INSTALL ALUM. ARCHED PIPE 10"9' X 6'10" AND HEADWALL	1	L.S.	\$50,000.00	\$50,000.00	\$65,000.00	\$65,000.00	\$59,000.00	\$59,000.00	\$80,115.00	\$80,115.00	\$80,115.00	\$80,115.00	\$63,000.00	\$63,000.00	
SECTION 5 SURFACING																
9	CRUSHED SURFACING TOP COURSE	80	TON	\$50.00	\$4,000.00	\$40.00	\$3,200.00	\$26.00	\$2,080.00	\$18.80	\$1,504.00	\$21.00	\$1,680.00	\$21.00	\$1,680.00	
10	CRUSHED SURFACING BASE COURSE	60	TON	\$42.00	\$2,520.00	\$40.00	\$2,400.00	\$25.00	\$1,500.00	\$26.50	\$1,590.00	\$21.00	\$1,260.00	\$21.00	\$1,260.00	
SECTION 14 ASPHALT CONCRETE PAVEMENT																
11	HMA CL. 1/2" PG64-22	40	TON	\$150.00	\$6,000.00	\$160.00	\$6,400.00	\$240.00	\$9,600.00	\$240.00	\$9,600.00	\$154.00	\$6,160.00	\$154.00	\$6,160.00	
SECTION 17 EROSION CONTROL AND PLANTING																
12	TEMPORARY WATER POLLUTION/EROSION CONTROL	1	L.S.	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$24,000.00	\$24,000.00	\$24,000.00	\$24,000.00	\$24,000.00	\$24,000.00	\$15,000.00	\$15,000.00	
13	SITE RESTORATION	1	EST FA	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	
14	INSTALLATION AND OPERATION OF STORM WATER BYPASS	1	L.S.	\$20,000.00	\$20,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$37,100.00	\$37,100.00	
15	RESERVE DITCH BYPASS PUMP CAPACITY	1	EST FA	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	
SECTION 18 TRAFFIC CONTROL																
16	TRAFFIC CONTROL	1	L.S.	\$2,000.00	\$2,000.00	\$500.00	\$500.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$1,000.00	\$1,000.00	
SECTION 19 OTHER ITEMS																
17	STRUCTURAL EARTH WALL	344	S.F.	\$35.00	\$12,040.00	\$50.00	\$17,200.00	\$40.00	\$13,760.00	\$40.00	\$13,760.00	\$40.00	\$13,760.00	\$28.00	\$9,632.00	
18	BACKFILL FOR STRUCTURAL EARTH WALL	105	C.Y.	\$40.00	\$4,200.00	\$25.00	\$2,625.00	\$40.00	\$4,200.00	\$40.00	\$4,200.00	\$40.00	\$4,200.00	\$45.00	\$4,725.00	
19	TYPE 1 CHAIN LINK FENCE 8-FOOT W/ 3 STRAND BARBED WIRE	180	L.F.	\$25.00	\$4,500.00	\$30.00	\$5,400.00	\$60.00	\$10,800.00	\$60.00	\$10,800.00	\$60.00	\$10,800.00	\$23.00	\$4,140.00	
20	20-FOOT DOUBLE GATE W/ 3 STRAND BARBED WIRE	2	EACH	\$2,000.00	\$4,000.00	\$1,000.00	\$2,000.00	\$2,500.00	\$5,000.00	\$2,500.00	\$5,000.00	\$2,500.00	\$5,000.00	\$1,320.00	\$2,640.00	
21	TEMPORARY FENCING	1	L.S.	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00	
22	PORT OF TACOMA SECURITY	100	HRS	\$50.00	\$5,000.00	\$65.00	\$6,500.00	\$60.00	\$6,000.00	\$60.00	\$6,000.00	\$60.00	\$6,000.00	\$82.50	\$8,250.00	
23	EVERGREEN LINES SECURITY	60	HRS	\$50.00	\$3,000.00	\$65.00	\$3,900.00	\$60.00	\$3,600.00	\$60.00	\$3,600.00	\$60.00	\$3,600.00	\$82.50	\$4,950.00	
24	MISC. WORK AND UTILITY CONFLICT RESOLUTION	1	EST FA	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	
ESTIMATED CONSTRUCTION TOTAL (Inlet Pipe Repair Only)					\$183,020.91	\$209,625.00	\$277,540.00	\$280,769.00	\$277,540.00	\$280,769.00	\$277,540.00	\$280,769.00	\$277,540.00	\$280,769.00	\$277,540.00	
Sales Tax					\$16,105.84	\$18,447.00	\$24,423.52	\$24,707.67	\$16,105.84	\$18,447.00	\$24,423.52	\$24,707.67	\$16,105.84	\$18,447.00	\$24,423.52	\$24,707.67
Total Cost w/ Sales Tax					\$199,126.75	\$228,072.00	\$301,963.52	\$305,476.67	\$199,126.75	\$228,072.00	\$301,963.52	\$305,476.67	\$199,126.75	\$228,072.00	\$301,963.52	\$305,476.67

MEMORANDUM
For Meeting of July 22, 2008

TO: Mayor and Councilmembers
THROUGH: Steve Worthington, City Manager
FROM: Russ Blount, Public Works Director
SUBJECT: **Resolution 1224** - Award Construction Contract for 2008 Street Preservation Program

REPORT IN BRIEF: Authorize the award of contract to Tucci & Sons, Inc. for the 2008 Street Preservation Program for a contract amount of \$427,098.01, including sales tax. The project locations include Freeman Road from Valley Avenue East to the Fife city limits near 20th Street East, 49th Avenue East from 15th Street East to 12th Street East, Port of Tacoma Road from Pacific Highway north to the Fife city limits, and 70th Avenue East from the Union Pacific Railroad south to Radiance Boulevard.

BACKGROUND: The City Council has set a priority for an on-going annual street preservation program, formerly known as overlay program, and it is included in both the City's 2009 Transportation Improvement Program and the 5-Year Street Construction Program. This year's program includes construction work at four different locations that were identified as Schedules A, B, C, and D.

ATTACHMENTS: Draft Resolution 1224, project location map, and bid tabulation.

DISCUSSION: The City of Fife received five (5) bid proposals at the bid opening held on Thursday, July 10, 2008. Tucci & Sons, Inc. submitted the apparent low bid of \$427,148.01. Evaluation of the bid proposal found minor arithmetic errors and after accounting for the corrections the bid was \$427,098.01. Schedule A work on Freeman Road will grade shoulders, repair severely damaged area, and pre-level sections where the existing pavement surface is warped. This will be in advance of a chip seal over the entire length by Pierce County so the roadway can be a suitable detour when the Valley Avenue project begins late this year or early next year. Schedule B work restores 49th Avenue East with drainage improvements. Schedule C work includes repairing sections of the existing pavement at various depths, applying a glass grid layer over the southbound lane, and a 2-inch overlay over the full length. Schedule D work repairs a section of 70th Avenue where pavement settlement has occurred that is generating road noises from passing heavy vehicles. Staff recommends the authorization to award the 2008 Street Preservation Program Project contract to Tucci & Sons, Inc. in the amount of \$427,098.01.

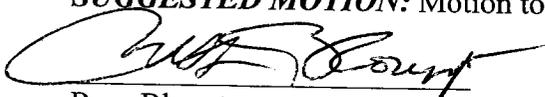
FISCAL IMPACT: The approved 2008 budget for 2008 Street Preservation Program is \$500,000. The budget includes both overlay work and consultant services. The total estimated cost for the 2008 program including the subject contract, consultant services, and chip sealing by Pierce County in the amount of \$30-35,000 is \$530,000. To keep within the budget level, two options are available. One is cutting 49th Ave work and the other is cutting the chip seal application. Either option would reduce the overall cost to fit within the budget figure.

ALTERNATIVE COURSES OF ACTION:

1. Approve Resolution 1224 as drafted.
2. Amend Resolution 1224, and then approve the amended resolution.
3. Decline to approve Resolution 1224.

RECOMMENDATIONS: Approve Resolution 1224 as drafted.

SUGGESTED MOTION: Motion to approve Resolution 1224.



Russ Blount
Public Works Director

Approved for Agenda



Steve Worthington
City Manager

RESOLUTION NO. 1224

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON AUTHORIZING THE CITY MANAGER TO AWARD A CONSTRUCTION CONTRACT FOR THE "2008 STREET PRESERVATION PROGRAM" TO TUCCI & SONS, INC.

WHEREAS, the Fife City Council has determined that a regular street preservation program is a key to the maintenance of one of the City of Fife's most valuable physical assets, and to its citizens and business owners' quality of life and;

WHEREAS, Fife has prepared plans and specifications, for bids for the "2008 Street Preservation Program" and;

WHEREAS, pursuant to state bid laws, City staff has advertised for bids in the newspaper of record and received and evaluated bids from interested contractors to determine the lowest responsible bidder; and

WHEREAS the City of Fife received bids until 2:00 Thursday, July 10th, 2008, at City Hall, at which time five bids were publicly opened and read and;

WHEREAS the bids have been evaluated and checked for arithmetic errors and;

WHEREAS, the bid from Tucci & Sons, Inc. in the amount of \$427,098.01, was found to be the lowest responsible bid; NOW, THEREFORE,

BE IT RESOLVED that the Council hereby authorizes the City Manager to execute a contract with Tucci & Sons, Inc. for construction work on the "2008 Street Preservation Program" for a contract amount of \$427,098.01

ADOPTED by the City Council at an open public meeting held on the 22nd day of July, 2008.

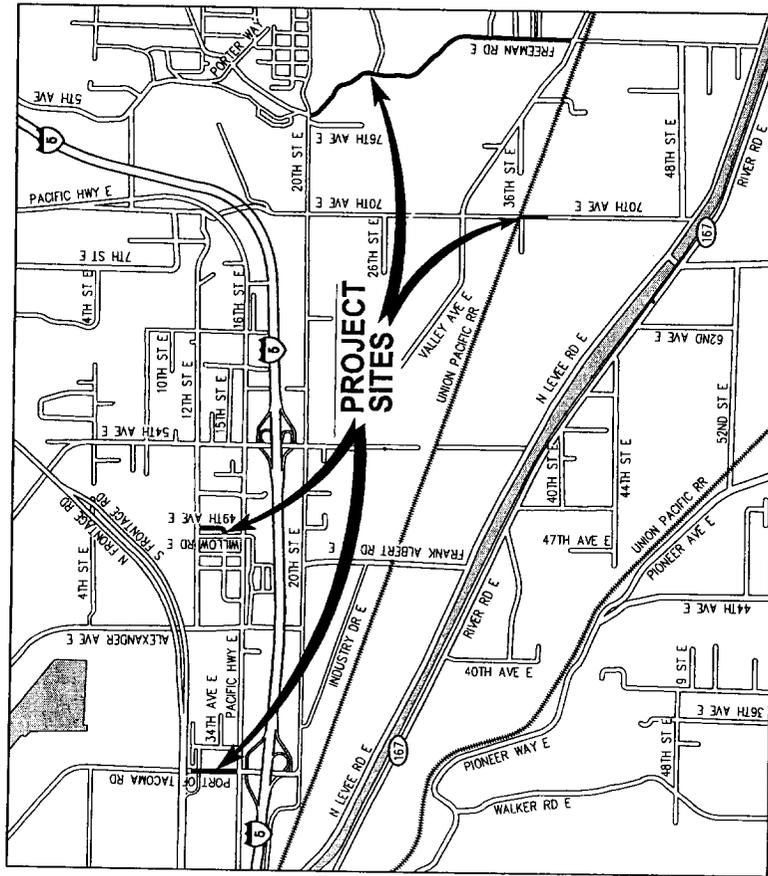
Attest:

Barry D. Johnson, Mayor

Steve Marcotte, City Clerk/Treasurer

CITY OF FIFE 2008 PAVEMENT PRESERVATION PROGRAM

JULY, 2008



PROJECT VICINITY MAP
SCALE 1"=1200' MILES

DRAWING INDEX		DRAWING TITLE	
SHEET	PAGE		
1	G1	COVER SHEET	
2	DT1	GENERAL DETAILS	
3	DT2	FREEMAN RD E DETAILS	
4	PL1	SCHEDULE A - FREEMAN RD E - VALLEY AVE TO STA. 1018+00 PLAN	
5	PL2	SCHEDULE A - FREEMAN RD E - VALLEY AVE TO STA. 1037+00 PLAN	
6	PL3	SCHEDULE A - FREEMAN RD E - STA. 1037+00 TO STA. 1056+00 PLAN	
7	PL4	SCHEDULE A - FREEMAN RD E - STA. 1056+00 TO 20TH ST E PLAN	
8	PL5	SCHEDULE B - 48TH AVE E - 15TH ST E TO 17TH ST E PLAN AND DETAILS	
9	PL6	SCHEDULE C - 48TH AVE E - 17TH ST E TO 19TH ST E PLAN AND DETAILS	
10	PL7	SCHEDULE D - 70TH AVE E PLAN AND DETAILS	

CALL 3 WORKING DAYS
BEFORE YOU DIG
1-800-424-5555

		CITY OF FIFE 2008 PAVEMENT PRESERVATION PROJECT	Drawing No. G1
			KPG Project No. 08018
		Approved By _____ PROJECT MANAGER DATE _____ PROJECT MANAGER DATE _____ PROJECT ENGINEER DATE _____	
		COVER SHEET	1 OF 10

BID TABULATIONS

PROJECT NAME: 2008 Pavement Preservation Program

SCHEDULE: A+B+C+D

CITY: File

BID OPENING DATE: July 10, 2008 2:00PM

SCH	DESCRIPTION	Engineer's Estimate	Tucci and Sons	Lakeridge Paving Company, LLC	Looker and Associates LLC	Lakeside Industries Inc	ICON
		PRICE	PRICE	PRICE	PRICE	PRICE	PRICE
A	FREEMAN RD E	\$136,500.00	\$130,073.75	\$130,834.50	\$130,462.50	\$167,015.00	\$246,951.00
B	48TH AVE E	\$27,265.00	\$28,295.00	\$45,362.00	\$39,790.00	\$31,365.00	\$50,355.00
C	PORT OF TACOMA RD	\$184,023.00	\$179,514.40	\$198,976.10	\$201,589.00	\$193,655.25	\$173,318.00
D	70TH AVE E	\$67,320.00	\$89,214.86	\$77,842.18	\$84,088.01	\$73,395.71	\$71,787.28
TOTAL		\$415,108.00	\$427,098.01	\$453,014.78	\$455,939.51	\$465,430.96	\$542,411.28

Error in Bid Schedule corrected in Bid Tabulation

BID TABULATIONS

PROJECT NAME: 2008 Pavement Preservation Program
 SCHEDULE: A - Freeman Road East

CITY: Fife
 BID OPENING DATE: July 10, 2008 2:00PM

ITEM	DESCRIPTION	QUANTITY	UNIT	Engineer's Estimate		Tucci and Sons		Lakeridge Paving Company, LLC		Looker and Associates, Inc.		Lakeside Industries Inc		ICON	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
A101	Minor Changes	1	FA	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
A102	Mobilization	1	LS	\$3,500.00	\$3,500.00	\$3,000.00	\$3,000.00	\$10,200.00	\$10,200.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$18,700.00	\$19,700.00
A103	Project Temporary Traffic Control	1	LS	\$5,500.00	\$5,500.00	\$2,500.00	\$2,500.00	\$16,470.00	\$16,470.00	\$16,500.00	\$16,500.00	\$12,000.00	\$12,000.00	\$60,800.00	\$60,800.00
A104	Asphalt Concrete Pavement Removal	1550	SY	\$4.00	\$6,200.00	\$11.10	\$17,205.00	\$6.00	\$9,300.00	\$11.00	\$17,050.00	\$20.00	\$31,000.00	\$6.50	\$10,075.00
A105	Unsuitable Foundation Excavation Incl. Haul	10	CY	\$50.00	\$500.00	\$150.00	\$1,500.00	\$113.00	\$1,130.00	\$117.00	\$1,170.00	\$5.00	\$50.00	\$50.00	\$500.00
A106	Crushed Surfacing Top Course for Pavement Repair	20	TN	\$300.00	\$6,000.00	\$100.00	\$2,000.00	\$50.00	\$1,000.00	\$52.00	\$1,040.00	\$20.00	\$400.00	\$43.00	\$860.00
A107	HMA C1/2" PG 64-22 for Pavement Repair	180	TN	\$130.00	\$23,400.00	\$146.00	\$26,280.00	\$105.00	\$18,900.00	\$115.00	\$20,700.00	\$140.00	\$25,200.00	\$117.00	\$21,060.00
A108	HMA C1/2" PG 64-22 for Preleveling	310	TN	\$85.00	\$26,450.00	\$95.00	\$29,760.00	\$84.00	\$26,140.00	\$107.00	\$33,170.00	\$140.00	\$43,400.00	\$117.00	\$36,270.00
A109	Crack Sealing	1	EST	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
A110	Fog Seal	6	TN	\$1,800.00	\$11,250.00	\$985.00	\$5,910.00	\$940.00	\$5,640.00	\$5,875.00	\$35,250.00	\$650.00	\$3,900.00	\$1,100.00	\$6,675.00
A111	Erosion/Water Pollution Control	1	LS	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$540.00	\$540.00	\$580.00	\$580.00	\$1,000.00	\$1,000.00	\$19,000.00	\$19,000.00
A112	Inlet Protection	6	EA	\$75.00	\$450.00	\$100.00	\$600.00	\$162.00	\$972.00	\$95.00	\$570.00	\$100.00	\$600.00	\$131.00	\$786.00
A113	Edge Preparation	8750	LF	\$2.50	\$21,875.00	\$1.50	\$13,125.00	\$1.80	\$15,750.00	\$1.00	\$8,750.00	\$1.75	\$15,312.50	\$3.00	\$26,250.00
A114	Edge Restoration	8250	LF	\$2.25	\$20,812.50	\$1.85	\$17,112.50	\$1.36	\$12,560.00	\$0.75	\$6,937.50	\$1.00	\$9,250.00	\$3.00	\$27,750.00
A115	Replace Brass Surface Monument	1	EA	\$1,200.00	\$1,200.00	\$500.00	\$500.00	\$540.00	\$540.00	\$600.00	\$600.00	\$500.00	\$500.00	\$575.00	\$575.00
A116	Paint Line	20250	LF	\$0.25	\$5,062.50	\$0.14	\$2,835.00	\$0.15	\$3,037.50	\$0.20	\$4,050.00	\$0.16	\$3,240.00	\$0.50	\$10,125.00
A117	Temporary Pavement Markings	1	LS	\$700.00	\$700.00	\$1,500.00	\$1,500.00	\$400.00	\$400.00	\$400.00	\$400.00	\$1,000.00	\$1,000.00	\$1,325.00	\$1,325.00
				TOTAL	\$136,500.00	TOTAL	\$130,073.75	TOTAL	\$130,834.50	TOTAL	\$130,462.50	TOTAL	\$167,015.00	TOTAL	\$246,951.00

Error in Bid Schedule corrected in Bid Tabulation

BID TABULATIONS

PROJECT NAME: 2008 Pavement Preservation Program
 SCHEDULE: B - 49th Ave East

CITY: Fife
 BID OPENING DATE: July 10, 2008 2:00PM

ITEM	DESCRIPTION	QUANTITY	UNIT	Engineer's Estimate		Tucci and Sons		Lakeridge Paving Company, LLC		Looker and Associates, LLC		Lakeside Industries Inc		ICON	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
B101	Minor Changes	1	FA	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
B102	Mobilization	1	LS	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$1,700.00	\$1,700.00	\$3,500.00	\$3,500.00	\$4,900.00	\$4,900.00	\$3,600.00	\$3,600.00
B103	Project Temporary Traffic Control	1	LS	\$1,600.00	\$1,600.00	\$500.00	\$500.00	\$1,620.00	\$1,620.00	\$7,000.00	\$7,000.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
B104	Asphalt Concrete Pavement Removal	60	SY	\$6.00	\$360.00	\$25.00	\$1,500.00	\$15.00	\$900.00	\$20.00	\$1,200.00	\$40.00	\$2,400.00	\$33.00	\$1,980.00
B105	Unsuitable Foundation Excavation Incl. Haul	5	CY	\$50.00	\$250.00	\$150.00	\$750.00	\$163.00	\$815.00	\$165.00	\$825.00	\$5.00	\$25.00	\$90.00	\$450.00
B106	Crushed Surfacing Top Course for Pavement Repair	20	TN	\$45.00	\$900.00	\$77.00	\$1,540.00	\$50.00	\$1,000.00	\$66.00	\$1,320.00	\$30.00	\$600.00	\$96.00	\$1,920.00
B107	Soil Residual Herbicide	760	SY	\$0.76	\$570.00	\$1.00	\$760.00	\$0.30	\$228.00	\$0.75	\$570.00	\$0.50	\$380.00	\$0.50	\$380.00
B108	HMA C11Z PG 64-22 for Preweaving	20	TN	\$110.00	\$2,200.00	\$98.00	\$1,960.00	\$106.00	\$2,120.00	\$150.00	\$3,000.00	\$100.00	\$2,000.00	\$144.00	\$2,880.00
B109	HMA C11Z PG 64-22 for Overlay	110	TN	\$90.00	\$9,900.00	\$98.00	\$10,780.00	\$106.00	\$11,660.00	\$117.00	\$12,870.00	\$100.00	\$11,000.00	\$126.00	\$13,860.00
B110	Concrete Inlet	1	EA	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$1,690.00	\$1,690.00	\$1,800.00	\$1,800.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00
B111	Storm Sewer DIP Pipe 8 in. Diam.	15	LF	\$50.00	\$750.00	\$100.00	\$1,500.00	\$125.00	\$1,875.00	\$75.00	\$1,125.00	\$50.00	\$750.00	\$270.00	\$4,050.00
B112	Erosion/Water Pollution Control	1	LS	\$500.00	\$500.00	\$100.00	\$100.00	\$540.00	\$540.00	\$560.00	\$560.00	\$1,000.00	\$1,000.00	\$7,575.00	\$7,575.00
B113	Edge Preparation	1300	LF	\$2.50	\$3,250.00	\$1.50	\$1,950.00	\$1.73	\$2,249.00	\$2.40	\$3,120.00	\$1.50	\$1,950.00	\$3.50	\$4,550.00
B114	Edge Restoration	1300	LF	\$2.25	\$2,925.00	\$1.85	\$2,405.00	\$1.47	\$1,911.00	\$1.40	\$1,820.00	\$1.00	\$1,300.00	\$3.50	\$4,550.00
B115	Plastic Stop Line	10	LF	\$6.00	\$60.00	\$5.00	\$50.00	\$5.40	\$54.00	\$6.00	\$60.00	\$6.00	\$60.00	\$6.00	\$60.00
				TOTAL	\$27,265.00	TOTAL	\$28,295.00	TOTAL	\$45,362.00	TOTAL	\$38,760.00	TOTAL	\$31,365.00	TOTAL	\$50,355.00

Error in Bid Schedule corrected in Bid Tabulation

BID TABULATIONS

PROJECT NAME: 2008 Pavement Preservation Program
 SCHEDULE: C - Port of Tacoma Road

CITY: Fife
 BID OPENING DATE: July 10, 2008 2:00PM

ITEM	DESCRIPTION	QUANTITY	UNIT	Engineer's Estimate		Tucci and Sons		Lakeridge Paving Company, LLC		Looker and Associates LLC		Lakeside Industries Inc		ICON	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
C101	Minor Changes	1	FA	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
C102	Mobilization	1	LS	\$10,000.00	\$10,000.00	\$7,000.00	\$7,000.00	\$21,600.00	\$21,600.00	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00	\$5,600.00	\$5,600.00
C103	Project Temporary Traffic Control	1	LS	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$28,000.00	\$28,000.00	\$24,000.00	\$24,000.00	\$7,800.00	\$7,800.00	\$15,215.00	\$15,215.00
C104	Uniformed Law Enforcement Personnel (\$50/Hr. Min. Bid)	30	HR	\$60.00	\$1,800.00	\$65.00	\$1,950.00	\$60.00	\$1,800.00	\$75.00	\$2,250.00	\$70.00	\$2,100.00	\$62.00	\$1,860.00
C105	Adjust Water Valve Box	2	EA	\$325.00	\$650.00	\$1,000.00	\$2,000.00	\$400.00	\$800.00	\$350.00	\$700.00	\$350.00	\$700.00	\$670.00	\$1,340.00
C106	Remove and Replace Valve Box	2	EA	\$500.00	\$1,000.00	\$1,000.00	\$2,000.00	\$800.00	\$1,600.00	\$600.00	\$1,200.00	\$1,500.00	\$3,000.00	\$700.00	\$1,400.00
C107	Crushed Surfacing Top Course for Pavement Repair	4	TN	\$45.00	\$180.00	\$200.00	\$800.00	\$80.00	\$320.00	\$150.00	\$600.00	\$20.00	\$80.00	\$110.00	\$440.00
C108	HMA C11Z PG 70-22 for Pavement Repair	420	TN	\$120.00	\$50,400.00	\$91.00	\$38,220.00	\$97.00	\$40,740.00	\$102.00	\$42,840.00	\$135.00	\$56,700.00	\$112.00	\$47,040.00
C109	HMA C11Z PG 70-22 for Overlay	630	TN	\$100.00	\$63,000.00	\$91.00	\$57,330.00	\$94.00	\$59,220.00	\$97.00	\$61,110.00	\$100.00	\$63,000.00	\$84.00	\$52,920.00
C110	Planing Bituminous Pavement	5200	SY	\$4.00	\$21,600.00	\$5.50	\$28,600.00	\$3.75	\$19,500.00	\$5.00	\$26,000.00	\$5.00	\$26,000.00	\$3.00	\$15,600.00
C111	Crack Sealing	1	EST	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
C112	Concrete Inlet	1	EA	\$750.00	\$750.00	\$1,500.00	\$1,500.00	\$1,700.00	\$1,700.00	\$1,800.00	\$1,800.00	\$1,500.00	\$1,500.00	\$5,600.00	\$5,600.00
C113	Catch Basin Conversion Riser	1	EA	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$800.00	\$800.00	\$500.00	\$500.00	\$2,140.00	\$2,140.00
C114	DIP Storm Sewer DIP Pipe 8 In. Diam.	12	LF	\$70.00	\$840.00	\$100.00	\$1,200.00	\$142.00	\$1,704.00	\$110.00	\$1,320.00	\$100.00	\$1,200.00	\$167.00	\$2,004.00
C115	Erosion/Water Pollution Control	1	LS	\$500.00	\$500.00	\$500.00	\$500.00	\$540.00	\$540.00	\$580.00	\$580.00	\$1,000.00	\$1,000.00	\$1,700.00	\$1,700.00
C116	Inlet Protection	7	EA	\$75.00	\$525.00	\$100.00	\$700.00	\$162.00	\$1,134.00	\$70.00	\$490.00	\$100.00	\$700.00	\$79.00	\$553.00
C117	Cement Concrete Traffic Curb & Gutter	20	LF	\$40.00	\$800.00	\$100.00	\$2,000.00	\$162.00	\$3,240.00	\$86.65	\$1,733.00	\$75.00	\$1,500.00	\$205.00	\$4,100.00
C118	Raised Pavement Marker - Type 2	34	EA	\$3.25	\$110.50	\$5.00	\$170.00	\$5.40	\$183.60	\$6.00	\$204.00	\$5.00	\$170.00	\$8.00	\$272.00
C119	Paint Line	2910	LF	\$0.25	\$727.50	\$0.14	\$407.40	\$0.15	\$436.50	\$0.20	\$582.00	\$0.15	\$436.50	\$0.50	\$1,455.00
C120	Plastic Wide Line	200	LF	\$3.50	\$700.00	\$2.00	\$400.00	\$2.16	\$432.00	\$3.00	\$600.00	\$2.00	\$400.00	\$2.50	\$500.00
C121	Plastic Stop Line	95	LF	\$6.00	\$570.00	\$4.00	\$380.00	\$5.40	\$513.00	\$6.00	\$570.00	\$2.25	\$213.75	\$6.00	\$570.00
C122	Plastic Letter	4	EA	\$75.00	\$300.00	\$40.00	\$160.00	\$43.20	\$172.80	\$50.00	\$200.00	\$45.00	\$180.00	\$87.00	\$348.00
C123	Plastic Traffic Arrow	4	EA	\$65.00	\$260.00	\$80.00	\$320.00	\$86.40	\$345.60	\$100.00	\$400.00	\$85.00	\$340.00	\$97.00	\$388.00
C124	Plastic Traffic Arrow	1120	SF	\$5.50	\$6,160.00	\$2.85	\$3,192.00	\$3.08	\$3,448.80	\$4.00	\$4,480.00	\$3.00	\$3,360.00	\$3.00	\$3,360.00
C125	Temporary Pavement Markings	1	LS	\$2,500.00	\$2,500.00	\$3,600.00	\$3,600.00	\$650.00	\$650.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$835.00	\$835.00
C126	Paving Geotextile	1265	SY	\$5.00	\$6,325.00	\$5.00	\$6,325.00	\$5.50	\$6,957.50	\$5.00	\$6,325.00	\$5.00	\$6,325.00	\$4.00	\$5,060.00
				TOTAL	\$184,023.00	TOTAL	\$179,514.40	TOTAL	\$198,976.10	TOTAL	\$201,589.00	TOTAL	\$193,655.25	TOTAL	\$173,318.00

Error in Bid Schedule corrected in Bid Tabulation

BID TABULATIONS

PROJECT NAME: 2008 Pavement Preservation Program
 SCHEDULE: D - 70th Ave East

CITY: Fife
 BID OPENING DATE: July 10, 2008 2:00PM

ITEM	DESCRIPTION	QUANTITY	UNIT	Engineer's Estimate		Tucci and Sons		Lakertidge Paving Company, LLC		Loober and Associates LLC		Lakeside Industries Inc		ICON	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
D101	Minor Changes	1	FA	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
D102	Mobilization	1	LS	\$4,000.00	\$4,000.00	\$6,200.00	\$6,200.00	\$5,800.00	\$5,800.00	\$4,000.00	\$4,000.00	\$4,500.00	\$4,500.00	\$5,600.00	\$5,600.00
D103	Project Temporary Traffic Control	1	LS	\$5,000.00	\$5,000.00	\$6,300.00	\$6,300.00	\$12,300.00	\$12,300.00	\$9,000.00	\$9,000.00	\$4,400.00	\$4,400.00	\$6,420.00	\$6,420.00
D104	Asphalt Concrete Pavement Removal	220	SY	\$5.00	\$1,100.00	\$35.00	\$7,700.00	\$19.00	\$4,180.00	\$17.00	\$3,740.00	\$15.00	\$3,300.00	\$21.50	\$4,730.00
D105	Unsuitable Foundation Excavation Incl Heul	147	CY	\$60.00	\$7,380.00	\$100.00	\$14,700.00	\$44.50	\$6,550.40	\$50.00	\$7,350.00	\$30.00	\$4,410.00	\$40.00	\$5,880.00
D106	HMA C11Z PG 64-22 for Pavement Repair	25	TN	\$130.00	\$3,250.00	\$230.00	\$5,750.00	\$126.00	\$3,150.00	\$150.00	\$3,750.00	\$150.00	\$3,750.00	\$167.00	\$4,225.10
D107	HMA C11Z PG 64-22 for Overlay	353	TN	\$90.00	\$31,770.00	\$96.15	\$33,941.95	\$86.00	\$30,366.00	\$103.00	\$36,369.00	\$100.00	\$35,310.00	\$78.00	\$27,894.90
D108	Planing Bituminous Pavement	1622	SY	\$4.00	\$6,488.00	\$6.45	\$10,461.90	\$4.75	\$7,704.50	\$7.00	\$11,354.00	\$5.50	\$8,921.00	\$4.00	\$6,488.00
D109	Crack Sealing	1	EST	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
D110	Erosion/Water Pollution Control	1	LS	\$1,000.00	\$1,000.00	\$200.00	\$200.00	\$540.00	\$540.00	\$580.00	\$580.00	\$1,000.00	\$1,000.00	\$580.00	\$580.00
D111	Inlet Protection	4	EA	\$75.00	\$300.00	\$100.00	\$400.00	\$162.00	\$648.00	\$70.00	\$280.00	\$100.00	\$400.00	\$78.00	\$316.00
D112	Edge Preparation	280	LF	\$2.50	\$700.00	\$4.00	\$1,120.00	\$3.80	\$1,064.00	\$5.00	\$1,400.00	\$1.50	\$420.00	\$4.20	\$1,176.00
D113	Edge Restoration	310	LF	\$2.25	\$697.50	\$3.00	\$930.00	\$2.00	\$620.00	\$4.00	\$1,240.00	\$1.00	\$310.00	\$7.00	\$2,170.00
D114	Raised Pavement Marker - Type 2	32	EA	\$3.25	\$104.00	\$5.00	\$160.00	\$5.40	\$172.80	\$6.00	\$192.00	\$18.00	\$576.00	\$8.00	\$256.00
D115	Paint Line	2889	LF	\$0.25	\$722.25	\$0.14	\$404.39	\$0.15	\$433.28	\$0.20	\$577.71	\$0.20	\$577.71	\$0.50	\$1,444.28
D116	Plastic Traffic Arrow	4	EA	\$65.00	\$260.00	\$60.00	\$240.00	\$86.40	\$345.60	\$100.00	\$400.00	\$135.00	\$540.00	\$87.00	\$348.00
D117	Painted Railroad Crossing Symbol	1	EA	\$500.00	\$500.00	\$250.00	\$250.00	\$270.00	\$270.00	\$300.00	\$300.00	\$550.00	\$550.00	\$173.00	\$173.00
D118	Plastic Wide Line	120	LF	\$3.50	\$420.00	\$2.00	\$240.00	\$2.16	\$259.20	\$3.00	\$360.00	\$4.00	\$480.00	\$5.00	\$600.00
D119	Temporary Pavement Markings	1	LS	\$600.00	\$600.00	\$700.00	\$700.00	\$400.00	\$400.00	\$150.00	\$150.00	\$900.00	\$900.00	\$478.00	\$478.00
				TOTAL	\$67,320.00	TOTAL	\$89,214.86	TOTAL	\$77,842.18	TOTAL	\$84,098.01	TOTAL	\$73,395.71	TOTAL	\$71,787.28

Error in Bid Schedule corrected in Bid Tabulation

MEMORANDUM
For Meeting of July 22, 2008

TO: Mayor and Councilmembers
 THROUGH: Steve Worthington
 FROM: Russ Blount
 SUBJECT: **Resolution 1225** – Award Contract for Automated Water Meter Reading System

REPORT IN BRIEF: Request that the Council authorize execution of a contract with United Pipe & Supply for an automated water meter system for the City.

BACKGROUND: This is a priority project in Fife's Comprehensive Water System Plan; funds for this project were included in the 2008 budget, based on an assumption that the antenna site being discussed at the Praxair site would be available for the base station. As the Praxair project moved forward, it became apparent that the Praxair site would not be available for two years or more, so the AMI scope was revised to include a base station on one of the field light poles in Dacca Park.

ATTACHMENTS: Resolution 1225, Memo from Art Gregg, spreadsheet regarding initial submittals, Purchase Agreement, Statement of Work, Certificates of Insurance.

DISCUSSION: This work must be completed in order to complete the design.

FISCAL IMPACT: Fife's 2008 budget includes \$400,000 for implementation of the automated meter reading system; this amount is unlikely to be exceeded in this calendar year, but the total cost of the proposed system is \$490,028.87, including sales tax, so that \$100,000 will need to be budgeted for 2009. Alternatively, if the contract were to include materials and base station installation only, with the individual meter heads installed by City personnel, the contract amount could be reduced by \$89,058.24 to \$400,970.63.

ALTERNATIVE COURSES OF ACTION:

1. Approve Resolution 1225 as written.
2. Amend Resolution 1225, then approve as amended.
3. Decline to approve Resolution 1225.

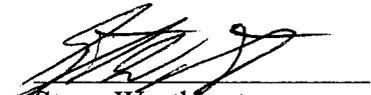
RECOMMENDATIONS: Approve Resolution 1225 as written.

SUGGESTED MOTION: Motion to approve Resolution 1225.



Russ Blount
 Public Works Director

Approved for Agenda



Steve Worthington
 City Manager

RESOLUTION NO. 1225

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON AUTHORIZING A PURCHASE AGREEMENT WITH UNITED PIPE & SUPPLY FOR AN AUTOMATED WATER METER READING SYSTEM

WHEREAS, the City operates a water utility and the reading of approximately 1,750 water meters currently requires approximately 0.5 full time equivalent employees' efforts; and

WHEREAS, the purchase and installation of automated meter reading equipment will allow that employee effort to be focused on other matters of benefit to the City; and

WHEREAS, automated meter reading equipment will allow near-real-time tracking of water use, thereby assisting with the detection of leaks and the management of other water conservation efforts; and

WHEREAS, the City has advertised for proposals for an automated meter reading system, has received four such proposals, evaluated such proposals for the suitability of the information systems for use with the City of Fife's existing accounting software, evaluated radio communications concepts based on experience with law enforcement and system control and data acquisition (SCADA), and concluded that the Sensus system proposed by United Pipe and Supply was most suitable for fulfilling the City's needs; now, therefore

BE IT RESOLVED that the City Council hereby authorizes the City Manager to execute the Purchase Agreement attached hereto on behalf of the City.

ADOPTED by the City Council at an open public meeting held on the 22nd day of July, 2008.

Barry Johnson, Mayor

Attest:

Steve Marcotte, City Clerk

Memorandum

March 4, 2008

To: Russ Blount
Kurt Hospenthal

From: Art Gregg

Re: AMI System Proposals

After looking at the 4 proposals submitted in response to our RFP for Advanced Metering Infrastructure (AMI) I have some thoughts and a recommendation. I believe although all the systems have some level of merit, they are certainly not comparable (Please see the attached AMI Comparison Sheet for a quick overview.) They basically break down into two types of systems, primary licensed radio frequency systems and open radio frequency systems.

Primary licensed systems operate on a frequency which is specifically set aside for use by the license holder (in a given area) by the Federal Communications Commission (FCC). Open radio frequency systems operate in the unlicensed 902 – 928 MHz frequency range, also referred to as unlicensed part 15 bands. This range is set aside by the FCC for any number of commercial radio products aside from AMI systems, including garage door openers, cordless phones, remote control toys, wireless routers, etc. Systems which operate in this open spectrum are subject to any number of possible interferences because of the broad spectrum of devices using it. In FCC Ruling 06-157, the FCC stated; The FCC will not provide preferential treatment to any customer who finds himself crippled with interference issues related to operation of unlicensed Part 15 RF bands.

Given our location, adjacent to the Port, and all the marine radios in operation, being sandwiched between two airports (McChord AFB and Sea-Tac) and all the aviation related radio traffic, the huge number of CB radios operated by all the truckers passing through the City, ham radio operators, local government radios, radio stations; in addition to all the remote control devices, cordless phones, wireless routers, etc, the possibility of having some level of interference or bleed over in these open frequencies is a real possibility.

These open frequency AMI systems also transmit at a much lower power, 250 to 300 milliwatts, presumably to reduce the risk of interfering with other open frequency devices. The primary licensed systems tend to operate at higher power, extending the range and strength of their signals. This further reduces the need for additional infrastructure in the way of basestations or repeaters. Because they operate on designated FCC primary licensed frequencies, any external transmission signal interference potentially encountered can be eliminated through legal recourse. As I noted, primary licensed systems having more powerful transmission signals require less additional infrastructure. For example, the highest power system, 2 watts, requires (based on the

propagation study conducted) only one basestation collector mounted on a high point (in this case a cell tower was used.) It indicated that no other basestations or repeaters were necessary, although they did include two repeaters in their proposal as a safety factor. Potentially, the cost of the two repeaters could be eliminated if the reception is as strong as anticipated.

By contrast, the least powerful system, 250 milliwatts, requires 4 basestation collectors spread about the system, and an additional 112 repeaters. All of which require mounting above ground on telephone poles or buildings, etc. Along with this infrastructure comes underlying additional costs' (i.e.- acquiring the locations for all the basestations and repeaters, AC power supplies for the basestations, accessing and replacing batteries in the repeaters, etc.)

Another of the distinguishing features of the AMI systems is in the area of batteries. Two of the systems are designed without replaceable batteries, one with replaceable batteries, and one with the option of either. All the systems without replaceable batteries have a 20 year warrantee, 10 yrs absolute and an additional 10 yrs prorated. The system having only the option of a replaceable battery has a 10 year warrantee only. The added cost of the battery and labor to install the replaceable battery after 10 years, assuming about 2000 transmitters requiring approximately 264 man hours to replace the \$ 12.00 battery at about \$ 24.00 per hour with benefits, equals an additional anticipated cost of \$ 30,336.00. One additional and important factor to consider is that all of our current meters use a touch pad to convey data to our current meter reading system. One system uses a plug and play design to convey the data from the meter register to the MTU or meter transmitter. Simply insert the touch pad into the slot in the MTU and program. All of the other systems would require the cutting of the wires and removal of the touch pad to splice in their MTU. Using good techniques and gel caps this is not a huge problem, but it is good to keep in mind that you will have a certain percentage of failures due to this process. Some of the gel caps will not make good contact, cuts in the wire sheathing will allow for water to enter the register thru wicking in others, etc. Likewise, if we could retain the touch pad without cutting, in the event of some catastrophic system failure, we could simply reinsert the touch pads through the meter lids and return to the exact same system we are currently using, with minimal inconvenience.

In conclusion, based upon the factors of most powerful system transmission strength, the fact it is a primary licensed frequency system, requires the least amount of infrastructure to install and maintain. It will transmit hourly interval data every 6 hours without degrading the battery, and transmits to the maximum resolution of the meter. Provides extended history with every transmission, and has excellent data backup and retrieval features. These factors, combined with the ease of installation and the minimal modification of existing infrastructure. I would recommend that we further pursue negotiation with United Pipe & Supply for the Sensus FlexNet AMI System they have proposed.

AMI Comparison Sheet

	Sensus	Mosaic	Elster Amco	Badger
Radio Frequency - Primary License or Open License Holder/Obtainer	Primary Sensus	Open	Open	Primary
Transmitter Power	2 watts	250 milliwatts	300 milliwatts	1 watt
Transmitter Battery Life Guarantee	20 yr./ prorated 10+	10 yr.	20 yr./ prorated 10+	20 yr./ prorated 10+
Hourly Data Transmitted	yes	yes	yes	no
Resolution of Data	8 wheel	8 wheel	8 wheel	6 wheel
Capable of 4 Transmissions per Day	yes	yes	yes **	yes
Requires Splicing	no	yes	yes	yes
Transmitter has Replaceable Battery	optional	yes	no	no
Approx. Battery Cost		\$12.00		
Basestation Collectors Required	1	4	17	10
Repeaters	2 (possible)	112	0	0
Network Interface Computer Included	yes	no *	yes	no
Basestation Battery Backup	yes (8 hrs)	yes	yes (8 hrs)	no
Transmits both Endpoint and Register I.D. #	yes	User Defined	User Defined	no
Propagation Study Completed	yes	no	no	no
Proposed Cost (w/o installation)	\$359,647.50	\$241,895.00	\$268,505.00	\$370,693.90

* Network interface computer not needed if they host - cost of \$ 200.00/month, if we choose to host requires additional cost of approximately \$ 25,000.00 plus need for server

Meter Resolution - 8 wheel (0.01 ft³), 6 wheel (1 ft³)

** If configured for 4 transmissions per day then battery warranty is 10yrs period. No prorated warranty for years 11 thru 20.

CITY OF FIFE PURCHASE AGREEMENT

This Purchase Agreement (the "Agreement"), for reference purposes only, is dated July 11, 2008 and is entered into by and between

CITY OF FIFE, WASHINGTON (the "City")
5411 23rd Street East
Fife, WA 98424

Contact: Russ Blount Phone: Fax :

and

United Pipe & Supply ("Vendor")
7600 SE Johnson Creek Blvd
Portland, OR 97206

Contact: Ryan Carnathan Phone: 503 209-2027 Fax: 253.472.3107

Tax Id No.: 93-0412307

1. **Items and Services to be Provided by Vendor.** Vendor shall provide the items and services set forth in Exhibit A attached hereto, in accordance with the Statement of Work set forth in Exhibit B attached hereto.

2. **Schedule.** Items and service shall be provided in accordance with the schedule attached hereto as Exhibit C. If delays beyond Vendor's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

3. **Purchase Price.** The purchase price for all items and services provided under this Agreement shall be a lump sum of \$ 450,394.18 plus sales tax of \$ 39,634.69, for a total of \$ 490,028.87, in accordance with the unit prices set forth in Exhibit A. Lump sum is based on estimated quantities. The purchase price will be adjusted accordingly based on actual quantities.

4. **Payment**

4.1 Vendor shall provide monthly invoices in a format acceptable to the City for items and services provided to the date of the invoice.

4.2 Invoices shall be paid by City warrant within sixty (60) days of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

4.3 Vendor shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a

longer period is required by a third-party agreement. Vendor shall make copies available to the City on request.

4.4 If the items provided or services rendered do not meet the requirements of the Agreement, Vendor will correct or modify the items or work to comply with the Agreement. The City may withhold payment for such items or work until the items or work meets the requirements of the Agreement.

5. Discrimination and Compliance with Laws

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

5.2 Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

5.3 Any violation of this Section 5 shall be a material breach of this Agreement and grounds for immediate cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in Vendor's ineligibility to conduct further work for the City.

6. **Standard of Care.** Vendor represents and warrants that it and its staff have the requisite training, skill, and experience necessary to provide the items and services required by this Agreement and are appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Vendor under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

7. **Warranty.** The Vendor warrants that the items provided under this Agreement will be installed in a workmanlike manner and the materials and workmanship will be free from defects for a period of one year from the date of installation.

8. **Indemnification/Hold Harmless.** The Vendor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

9. **Insurance.** The Vendor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with items and materials supplied to the City and work performed by Vendor under this Agreement.

9.1 Minimum Scope of Insurance. Vendor shall obtain insurance of the type described below:

Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. The City shall be named as an insured under the Vendor's Commercial General Liability insurance policy using ISO Additional Insured-Vendors Endorsement CG 20 15 or a substitute endorsement providing equivalent coverage.

9.2 Minimum Amounts of Insurance. Vendor shall maintain the following insurance limits:

Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate and a \$2,000,000 products liability aggregate limit.

9.3 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Commercial General Liability insurance:

The Vendor's insurance coverage shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Vendor's insurance and shall not contribute with it.

The Vendor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

9.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

9.5 Verification of Coverage. Vendor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Vendor before goods, materials or supplies will be accepted by the City.

10. **Assigning or Subcontracting.** Vendor shall not assign, transfer, subcontract, or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld at the sole discretion of the City.

11. **Disputes.** Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington. Venue shall be in Pierce County Superior Court.

12. **Attorney Fees.** In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party.

13. **Extent of Agreement/Modification.** This Agreement, together with any attachments or addenda, represents the entire and integrated Agreement between the parties hereto and

supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended, modified, or added to by written instrument properly signed by both parties.

CITY OF FIFE

VENDOR

By: _____
Steve Worthington
City Manager

By: 
Printed Name: Ryan Carnathan
Its: AMI/AMR Specialist

Date: _____

Date: 07/11/08 _____

Attest:

By: _____
Steve Marcotte
City Clerk

Sensus/Customer FlexNet Deployment Project Responsibilities Document Statement of Work (SOW)

To: All Sensus Sales Channels/Project Managers

The information on the following pages pertain to items that are specific to both Sensus and the end Customer with regards to responsibilities for a FlexNet system deployment.



Sensus
Flex
Net

To: City of Fife

FROM: Sensus Metering Systems Inc.

SUBJECT: Statement of Work

This document is designed to assist the customer with the planning the installation of the Sensus FlexNet Advanced Metering Infrastructure (AMI) system. For illustrative purposes, an architectural diagram is provided below that depicts equipment to be installed at the Tower Gateway Base station (TGB) site and the customer site which will typically house the Regional Network Interface (RNI). In addition, the following pages provide details pertaining to responsibilities for both Sensus Metering Systems and the City of Fife during the planning, installation and commissioning of the FlexNet system.

Customer Name

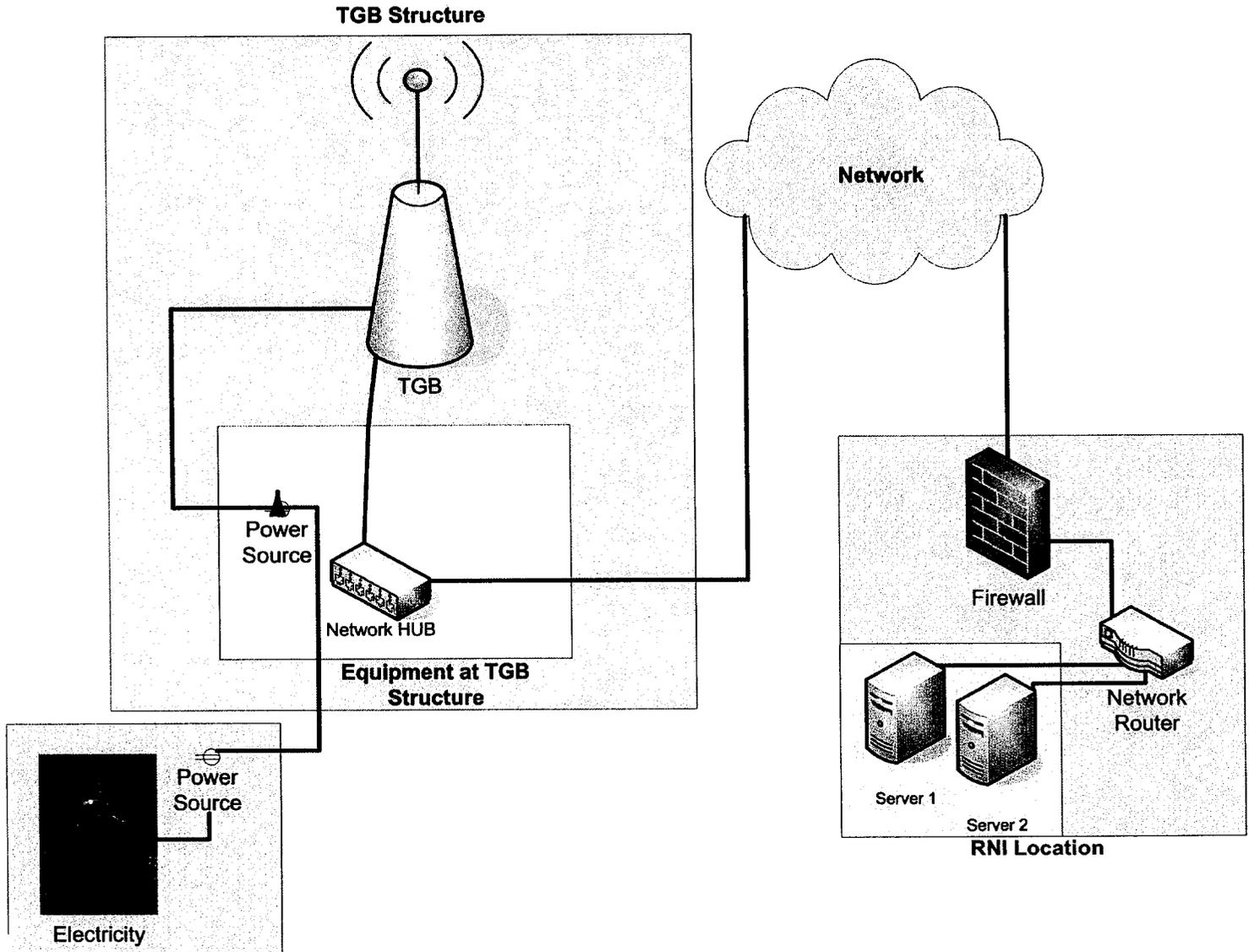


Diagram 1 - TGB/RNI



General Responsibilities:

Sensus Metering Systems will:

1. Provide a project manager to coordinate all FlexNet installation activities with the customer and be the main contact point between the customer and Sensus during deployment. The project manager will also coordinate all installation activities with the Sensus field engineers and contract installation crews hired by Sensus to install any equipment that is the responsibility of Sensus.
2. Conduct a propagation study to determine the locations best suited for installation of the TGB's and to ensure proper communications with end point transmitters and the RNI.
3. Hire a qualified installation contractor to install the TGB equipment and run all data and power cables between the antennae and the TGB. TGB's are available as indoor units and outdoor units.
4. Commission the RNI hardware and software and provide training to operate the software and manage the RNI to identified personnel at the customer location.

The Customer will:

customer project manager name here

1. The Customer will provide a key point of contact *customer project manager name here*, contact information, for project management activities to work with the Sensus project manager to help facilitate a timely installation of the FlexNet system.
2. The Customer will be responsible to provide the network infrastructure in the Power and RNI Location areas in Diagram 1, including network cabling and power identified in blue in Diagram 1.
3. The Customer will be responsible for monthly fees associated with the network access for all sites where network access is needed.
4. The Customer will be responsible to provide communications link (high speed DSL is preferred) between the Regional Network Interface (RNI) and TGB.
5. The Customer will purchase any routers, hubs, mounting equipment, uninterruptible power supply and/or security equipment needed to connect the RNI to the customer's internal network.



RNI Responsibilities:

Sensus Metering Systems will:

1. The RNI consists of two servers which have mounting hardware and can be installed into a standard rack or rack cabinet. If the customer has a suitable rack cabinet with adequate space then Sensus can install the hardware if desired on the customers rack. Each server requires 1 rack space (3 rack spaces would be needed to accommodate ancillary equipment) The customer will instruct Sensus as to the desired location for the RNI installation.
2. Supply and configure the RNI hardware and data management software necessary to operate on the RNI hardware.
3. Stage all Software and configure the RNI hardware for operation with the FlexNet network.
4. Install the RNI hardware, test, and verify proper network connectivity to access the TGB.

The Customer will:

1. Purchase all needed FlexNet (RNI) computer equipment.
2. Provide a location for the RNI Servers, typically in the IT room which will host the data management software.
3. Provide a cabinet to house the servers when rack space is not available.
4. Provide the network cabling from servers to a Network router.
5. Be responsible for fees associated with acquiring and maintaining the static IP addresses needed to access network equipment located at the TGB site.
6. Provide the necessary static IP addresses for the FlexNet system components.
7. Be responsible to provide a power source for the RNI hardware equipment.
8. Be responsible to secure a suitable contractor to connect the data management software to the billing system to allow for data to be imported for billing purposes.
9. Allow a minimum of thirty (30) to forty-five (45) days from the time the TGB, RNI and sufficient endpoints have been operational before requiring that data be used for billing purposes.
10. Be responsible to provide any necessary equipment should the utility require system backup.
11. Be responsible to perform system backup on a regular basis as recommended by Sensus.
12. Be responsible to assure that the servers provided for the FlexWare application are provided for the exclusive use of FlexNet. Customer cannot add, and/or delete applications within the FlexWare software or the servers that house the software without the written approval of Sensus Metering Systems.
13. Provide remote network access to the FlexNet (RNI) computer and TGB network by authorized Sensus AMR Technical Services personnel for the purpose of performing system maintenance, troubleshooting and system monitoring (If the customer prefers, they can require that Sensus personnel coordinate with them to have a remote login port opened only during the period Sensus requires access).



TGB Site Responsibilities:

Sensus Metering Systems will:

1. The TGB is available in two configurations, indoor unit and outdoor unit. The configuration for this project is:
to be completed per project
2. Sensus will make all data and power terminal, and antennae connections at the TGB Cabinet, this includes the connection from the power source (supplied by the customer), connection of the CAT 5 data line (supplied by the customer) from the network access point at the site.
3. Sensus will provide all bracketing needed to mount the antennae at the site.
4. Mount the TGB cabinet (if needed) to the structure provided and identified by the customer.
5. Sensus will provide all strapping hardware needed to run the data and power cables from the base of the TGB site to the antennae if needed.
6. Sensus will provide the TGB and antennae sufficient to receive meter data and provide the meter data to the RNI via the network connection provided by the customer.
7. Sensus will identify and hire a qualified installation team to install the TGB equipment and make final end connections to the equipment.
8. Sensus will have access to a ground field (supplied by customer) to properly ground the TGB and antenna equipment.
9. Sensus will not be held responsible for damage to any interior or exterior coatings on water tanks that results from welding of antenna mounts to those tanks. Parties will mutually agree to the scope of work prior to the installation.

The Customer will:

1. Be responsible to provide an area at the TGB site for installation if the TGB is installed at a customer provided site.
2. Be responsible to provide a 120 VAC power source to the TGB. All necessary electric requirements which will include 120 VAC Non GFI receptacles to be located within 1 foot of the final location of the TGB installation. If trenching of the power line is needed, the Customer will be responsible to provide the necessary trenching, conduit, and cabling needed to supply power from the power source outlet to the base station cabinet. All electrical equipment will be installed in accordance with local codes.
3. Be responsible to provide network access at the site where the TGB is located. Customer should consult with Sensus representative regarding the available options for network connections between TGB and RNI.
4. Be responsible to provide any conduit and/or trenching required to provide cabling requirements from the tower site to within 1 foot of the TGB installation.
5. Be responsible to provide CAT 5 UV and weather resistant network cable from the network service provider access link to the cabinet.
6. Be responsible to provide any conduit or trenching needed to run the data cable to the TGB. Customer is responsible to assure that data cable is located within 1 foot of the final location of the TGB.
7. Be responsible to provide padlocks at TGB location for security purposes.
8. Be responsible to provide sufficient foundation to secure the outdoor cabinet should an outdoor cabinet be required to house the TGB. This foundation will consist of a concrete pad or steel structure that is designed to hold 600 lbs per square inch.
9. Be responsible to provide 240 VAC of power to the TGB unit should an outdoor cabinet be required. Receptacles to be located within 1foot of the final location of the TGB installation. If trenching of the power line is needed, the Customer will be responsible to provide the necessary trenching, conduit, and cabling needed to supply power from the power source outlet to the base station cabinet. All electrical equipment will be installed in accordance with local codes.
10. Be responsible for installing grounding material at the location of the TGB installation. At a minimum, the material should consist of # 4 or #2 stranded copper wire which will connect to the TGB.
11. Customer will be responsible for proper ground field at the TGB site and Sensus will have access to this ground field to properly ground the TGB and antenna equipment.
12. Customer will be responsible for getting access/permission to any structure that is not owned by the customer.



Repeater Site Responsibilities:

Sensus Metering Systems will: *Insert quantities if needed*

1. Sensus will provide up to _____ Repeaters with mounting brackets for the installation.
2. Sensus will install the Repeater units and ancillary equipment necessary to a structure as needed.
3. Sensus will identify and hire a qualified installation team to install the Repeater equipment and make final end connections to the equipment.
4. Sensus will identify the optimum location to install the repeaters and communicate those locations to the customer.
5. Repeater locations will be identified only after sufficient TGB's and endpoints have been installed and it is apparent that additional infrastructure in the form of Repeaters is required to optimize system performance.

The Customer will:

1. Be responsible to provide a 120 VAC power source and cable run, in compliance with local code, to the point where each Repeater will be installed. These boxes can be installed on top of poles, buildings, etc. For such cable runs, 18 AWG UV and weather resistant power cable for runs less than 470 ft. and 16 AWG for runs less than 750 ft. are needed.
2. Be responsible to initiate, coordinate and acquire authorization for installation crews to climb poles, buildings and other structures necessary to safely affix cable runs as needed for the installation of the Repeaters.
3. Be responsible to provide adequate electricity to the Repeater locations and is responsible for any and all recurring electricity charges for Repeater operations.
4. Be responsible for on-going maintenance and support of the equipment after completion of the Sensus installation and acceptance phase.



End Points & Field Installation Responsibilities:

The Customer will:

1. Be responsible to purchase end points, transmitters.
2. Be responsible to install or hire an installation contractor to install all end points transmitters to be used in the system.
3. Be responsible for quality assurance for their personnel and/or an installation contractor as it relates to proper installation of Sensus SmartPoints.
4. Be responsible to visit and troubleshoot endpoints that are not reporting into the system. Investigate any non-reporting SmartPoints to ensure that there are no cut wires, improper installations, improper programming and resolve all data entry errors in the system.
5. Be responsible to assign an internal and/or installation contractor SmartPoint installation auditor to ensure installation work is correct. Sensus will train this individual to properly identify and correct any known problems in the field. This individual will be the primary contact to troubleshoot, identify and correct non reporting SmartPoints and installation errors.
6. Once the installer has completed troubleshooting of installation issues, Sensus will investigate the remaining endpoints to identify and fix any coverage issues.
7. Be required to coordinate with Sensus to establish the SmartPoint installation schedule, shipment quantities, and overall project timeline.
8. Be responsible to rent or purchase handheld programming devices in sufficient quantities to meet the demands of the installers.

Miscellaneous Responsibilities:

The Customer will:

1. Be responsible for the payment of any taxes, renewal, regulatory or license fees associated with the network hardware and software.
2. Be responsible for applying for and purchasing any needed work permits.



IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Agreement as of the date first set out above.

SENSUS METERING SYSTEMS INC.

_____ *Customer Name Here*

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Distributor Organization

Signature: _____

Name: Ryan Carnathan

Title: AMI/AMR Specialist

Date: _____

Please check one of the following:

- Document signed with no additions and or deletions
- Customer requested changes. See attached "Sensus FlexNet Change Order Form"



DEFINITIONS

The definitions set forth below shall apply for the purposes of this Agreement.

- 1) “AMI or AMI System” means the integrated Sensus Advanced Metering Infrastructure technology and Services consisting of FlexNet, Approved Meters, installation tools, Licensed Software, AMI Equipment, Network Equipment, RNI, TGB and related components.
- 2) “FlexNet SmartPoints” means collectively any FlexNet communicating device intended to transmit meter reading and other information as appropriate from water, gas or electricity meters.
- 3) “Billing Window” means, with respect to the three or four day period beginning one or two days prior to, and ending two days following, the Utility’s preferred billing day for a particular meter.
- 4) “Available Meter” means an installed FlexNet Meter or installed SmartPoint satisfying all of the following criteria:
 - a) it functions properly is not damaged or failed or an Unavailable Meter during the Billing Window;
 - b) it is serviced by a TGB or FNP that has not been subjected to a power failure greater than eight (8) continuous hours during the Billing Window;
 - c) neither it, nor the TGB, FNP or any other network equipment that serves that meter has been affected by a Force Majeure Event;
 - d) interference or jamming of the Radio Spectrum is not preventing or interfering with radio communication to or from a SmartPoint, provided that Sensus is diligently working to effect a cure and provides a weekly status report;
 - e) it is installed in a mutually agreed upon coverage area of the Utility as defined in the final propagation study;
 - f) it has not been reported to the applicable Utility under Sensus’ or the Utility’s preventive maintenance or trouble ticket generation service, unless the parties agree that the reason for the report was resolved before the Billing Window opened or that the meter is functioning normally;
 - g) its functioning or performance has not been adversely affected by a failure of the Utility or its SmartPoint installation team to perform its obligations or tasks for which it is responsible, or to properly maintain network equipment owned by the Utility;
 - h) its functioning or performance has not been adversely affected by a failure or insufficiency of the back haul telecommunications network of the Utility used for communications among the components of the Sensus Network; and
 - i) It is installed in compliance with the procedures and specifications approved by and provided to the Utility in writing by Sensus.
- 5) “FlexNet™” means the system comprised of the Sensus Network and the approved SmartPoints in service in the Territory with customers of Affiliated Utilities, including back-end hardware and Licensed Software. The back-end hardware consists of the RNI hardware and TGB hardware.
- 6) “FlexNet Network Portal (FNP)” means a pole mounted unit with simple store and forward capability that communicates directly to a TGB.
- 7) “RNI” means the Regional Network Interface consisting of equipment and FlexWare software used to gather, store and report data collected from SmartPoints and TGBs that are part of the Sensus Network. The FlexWare software operates on the RNI.
- 8) “TGB” means a Tower Gateway Base station consisting of hardware, firmware and software installed at a tower site and used to communicate by radio with SmartPoints and the RNI.



- 9) **"Tower Site"** means a site on a radio tower, building, or elsewhere where a TGB is located or intended to be installed.
- 10) **"Tower Site Lease"** means a lease, license or other right to use or occupy all or a portion of a Tower Site for a TGB.
- 11) **"Unavailable Meters"** include, but are not limited to the following:
 - a) **Cut At Pole** — nominally a meter for which power has been turned off to the socket by the Affiliated Utility
 - b) **Booted on Line Side** — nominally a meter for which power has been turned off by placing "boots" in the socket from which the power to the meter has effectively been turned off.
 - c) **Failed or flawed power delivery to the meter socket** — an Affiliated Utility power generation, distribution or delivery system failure that has effectively turned off power to the socket and/or meter.
 - d) **Tampered Meters** — sockets, meters or distribution assets that have been modified by unauthorized personnel rendering the meter incapable of providing accurate usage readings from that meter.
 - e) **Failed Register** — the meter register is not responding to a read message.
 - f) **Cut Wire** — the wire and all associated components connecting the SmartPoint to the meter register is cut in some way causing the radio to not be able to read the register.
 - g) **Broken TouchCoupler** — the TouchCoupler is damaged by intentional or unintentional acts.
 - h) **Broken Clip** — the clip that holds the TouchCoupler into the radio package housing is broken and the unit can not complete the inductive electrical connection.
 - i) **Improper installation of the TouchCoupler** — the TouchCoupler is not pushed all the way into the housing clip causing the unit to not be able to complete the inductive electrical connection.
 - j) **Unit not installed through the pit lid** — the unit is not installed with the antenna positioned through the pit lid and properly secured with the retaining nut. The radio unit must also be securely attached to the antenna section.
 - k) **Radio unit not securely attached to the Antenna unit** — The water-proof SmartPoint housing is not properly installed and secured to the antenna unit.
 - l) **Damaged antenna** - the unit's antenna is damaged by intentional or unintentional acts.
 - m) **Damaged radio package** — the unit's water-proof radio package is damaged by intentional or unintentional acts.
 - n) **Data Base errors** — the unit is removed from the system but not updated in the database. Still shown as in the system when in fact has been removed.
 - o) **Phantom Units** — the unit is removed from the system but is still transmitting and being heard by the system.
- 12) **"Unread Meters"** means any Available Meter that is not read by the FlexNet Network.
- 13) **"FlexWare"**™ software, developed by Sensus Metering Systems, is the software utilized in the RNI to decrypt the data from meters, filter the data by application, and route the data appropriately to the utility customer. FlexWare™ includes the software in all of the RNI components.
- 14) **"SmartPoint"** is a printed circuit board that provides an AMI endpoint the ability to acquire data from its connected meter and transmit the data to AMI collection devices located at AMI towers. SmartPoints are mounted either integral to the meter or remotely depending upon meter type and manufacturer.
- 15) **"TouchCoupler"** is an inductive coupler connection from a water register to the SmartPoint unit.
- 16) **"Register"** is a mechanical or electronic device attached to a water meter designed to capture meter consumption.

Section 4.0 AMI SYSTEM – QUOTE TABULATION SHEET

City reserves the right to award Schedule A, B, or A and B.

Schedule A) FIXED NETWORK AMI SYSTEM

Item	Estimated Quantity	Unit Charge	Extended Charge
Pit MTU, Single, Leak Detection, and Hourly Data	1253	\$ 132.50	\$ 166,022.50
Pit MTU, Dual, Leak Detection, and Hourly Data	500	\$ 151.25	\$ 75,625.00
Field Programmer	1	\$ -	\$ -
Ancillary Equipment	0	\$ -	\$ -
Repeaters (If Required)	3	\$ 3,675.00	\$ 11,025.00
Basestation Collector(s)	1	\$ 78,750.00	\$ 78,750.00
Network Interface Computer	1	\$ 31,250.00	\$ 31,250.00
NIC Software	1	\$ -	\$ -
AFAR Point-To-Point Communication System	2	\$ 2,933.34	\$ 5,866.68
Annual Support - Appendix E	1	\$ -	\$ -
Four (4) Days Training	4 Days	\$ -	\$ -
Installation Training	1 Day	\$ -	\$ -
		Total of Bid Before Tax	\$ 368,539.18

NOTE: Any items not listed on the quote form can not be charged after award of contract. List ALL items necessary for system operation.

**Schedule B) FIXED NETWORK AMI SYSTEM – TRANSMITTER INSTALLATION
TABULATION SHEET**

PREVAILING WAGES

	Item	Estimated Quantity	Unit Charge	Extended Charge
	Transmitter to existing 5/8 X 3/4" Meter Sensus Touchread meter	1500	\$ 35.00	\$ 52,500.00
	Transmitter to existing 3/4" Meter Sensus Touchread meter	135	\$ 35.00	\$ 4,725.00
	Transmitter to existing 1" Meter Sensus Touchread meter	135	\$ 35.00	\$ 4,725.00
	Transmitter to existing 1 1/2" Meter Sensus Touchread meter	113	\$ 35.00	\$ 3,955.00
	Transmitter to existing 2" Meter Sensus Touchread meter	300	\$ 35.00	\$ 10,500.00
	Transmitter to existing Turbo Meter Sensus Touchread meter	50	\$ 35.00	\$ 1,750.00
	Transmitter to existing Compound Meter Sensus Touchread meter	20	\$ 35.00	\$ 700.00
	Other	2	\$ 1,500.00	\$ 3,000.00
			Total of Bid Before Tax	\$ 81,855.00

NOTE: Any items not listed on the quote form can not be charged after award of contract.
List ALL items necessary for system operation.

Please list the manufacturer of the AMI equipment noted above:

Sensus Metering Systems FlexNet System

Company Submitting Quote

Name: United Pipe & Supply

Address: 7600 SE Johnson Creek Blvd

Portland, OR 97206

Phone: (503) 209-2027 **Contact:** Ryan Carnathan

Sensus Project Management Services

Sensus will provide project management services in accordance with the legal agreement between the parties which may include coordination and support to the customer utility as outlined below.

Project Management Services includes:

- ◆ Pre-deployment planning and customer review meetings
- ◆ Project schedule development
- ◆ Project coordination with Sensus' supply chain and all subcontractors to include facilitating equipment order placement and fulfillment
- ◆ Tower site preparation (electrical, mechanical, communications)
- ◆ Tower Gateway Base Station (TGB) installation and commissioning
- ◆ Regional Network Interface (RNI) installation and commissioning
- ◆ Commissioning of the Communication link between the TGB and RNI
- ◆ Testing of the data transfer to the customer billing system
- ◆ RNI/MDM account setup
- ◆ Training sessions for installers and FlexWare system operators.
- ◆ Facilitate customer acceptance testing of the FlexNet system (phased acceptance) in accordance with the mutually developed Customer Acceptance Test (CAP) Plan

Sensus Project Management Criteria

All projects will be deployed as per the agreed upon criteria outlined in the Sensus Statement of Work (SOW) and / or Contract / Agreement.

A summary of the criteria is listed below:

- ◆ The PM will coordinate the Sensus system acceptance test with the customer according to the criteria identified and agreed upon in the CAP for each milestone of the project
- ◆ The PM will manage commissioning, optimization and acceptance of the project by phase or site. A phase or site is defined as a specific geographically bounded area or meter quantity by route, district, trip or area of such proportion that the advantages of the FlexNet system of network devices and buddy meters can function properly to support good systems performance
- ◆ As each phase/site is deployed, the customer accepts that phase or site and thereby assumes all future systems optimization, maintenance, equipment replacements, etc.
- ◆ As provided for in the contract Sensus' Technical Services team is available to assist with training for troubleshooting system issues

Sensus Project Management Phased Activity

Sensus will work closely with SCG to establish the installation project plan, project deliverables, accountabilities, communications plan and project acceptance. We utilize our standard operational philosophy and approach through to Project Acceptance and Closure; combining the benefits of best practices and local management. Phased activity highlights include:

Purchase Order Award

Project Manager Assigned (~30 Days)

Project Award Notification (3 Days)

- ♦ Assemble Project Packet
 - Purchase Order
 - Contract and Addendums
 - System Design Documents
 - Propagation Study
 - Project Related Sales Information
 - Customer and Sensus Contact Information

Pre-Deployment Planning (37 Days)

- ♦ Preliminary Setup & Planning
 - Develop / refine Scope of Project
 - Document Deliverables in a time phased matrix
 - Prop Study Validation
 - Assume lead times for tower lease agreements
 - Develop TGB Installation Scope of Work
 - Review & Adjust Network Design
 - Internal Project Meetings with Manufacturing & IT PM
 - Review Equipment Orders with Purchasing
 - Define Preliminary Schedule

Customer Kick-Off Meeting (2 Days)

- Review Project Installation Process
- Discuss Deployment Plan & Schedule
- Understand Customer Expectations
- Discuss Billing System Interface
- Review System Acceptance Criteria
- Agree to Training Requirements

TGB Deployment (7 Days)

- ♦ Coordinate
 - Install Antennae & Coax Cables on Towers
 - Install TGBs at Tower Base - (1 – Week per Tower)
 - Establish Back Haul Link to Head-End RNI
 - DSL, GPRS Modem, VSAT, Dedicated Line

RNI Deployment (4 Days)

- ♦ Coordinate
 - Install RNI in Customer's Data Center
 - Establish Network Communications to TGB's
 - Establish Remote Access Thru Firewall for Tech Support
 - Establish User Accounts
 - Establish Data Exchange with Customer Billing System

Installer Training (2 Days)

- ♦ Train Installers on:
 - Handheld Operation
 - Proper Endpoint Installation
 - Proper Documentation of Work Orders
 - Verification of Endpoint Activation
 - Troubleshooting Endpoint Issues
 - Safety & Security
 - Quality Audits of Installations

End Point Installation (60 Days)

- ♦ Customer or Contractor Installs Endpoints
- ♦ Sensus is Responsible for:
 - Delivering Product to Match Install Schedule
 - Monitoring QA of Installer's Work
 - Monitoring System Read Performance
 - Establish Process to Get Daily List of Installed Meters

System Optimization (25 Days)

- ♦ Evaluate network performance
- ♦ Change any non-performing meters
- ♦ Re-program radios to different modes
- ♦ Install repeaters - as required
- ♦ Install additional TGB's - if required
- ♦ Run acceptance test – (~30 days)

System Acceptance Test (1 Day)

- ♦ Criteria development
- ♦ System Hardware Installed

The final deployment schedule will be mutually agreed upon between the project manager and the customer.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/10/08

PRODUCER 801384 1-503-274-6511
Fullerton & Company Insurance
Box 29018
Portland, OR 97296-0018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
United Pipe & Supply Co., Inc.
7600 SE Johnson Creek Blvd.
Portland, OR 97206

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Nat'l Fire Ins Co of Hartford	
INSURER B: Transcontinental Insurance	
INSURER C: Continental Casualty Ins Co	
INSURER D: Liberty Northwest	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WA Stop Gap GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	TPE2051592685	08/01/07	08/01/08	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	BUA2051592721	08/01/07	08/01/08	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EAACC \$ AGG \$
C		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	C2082596560	08/01/07	08/01/08	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC41NC000078PO8	10/01/07	10/01/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is named as additional insured with regard to operations of the named insured in accordance with the policy terms, conditions and exclusions per the attached endorsement. Coverage afforded shall be primary and non-contributory when required by written contract per the attached endorsement. Waiver of subrogation applies to general liability when required by written contract per the attached endorsement.

****Additional insured status doesn't apply to workers compensation policy****

CERTIFICATE HOLDER

City of Fife, Washington

11 23rd Street East
Fife, WA 98424
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Wanda Aguirre

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
GENERAL LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Part.

1. ADDITIONAL INSURED – BLANKET VENDORS

WHO IS AN INSURED (Section II) is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omission or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1) The exceptions contained in Subparagraphs d. or f.; or
- (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
3. This provision 1. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Coverage Part.
4. This provision 1. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Coverage Part or by endorsement.

2. MISCELLANEOUS ADDITIONAL INSUREDS

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (called additional insured) described in paragraphs 2.a. through 2.g. below whom you are required to add as an additional insured on this policy under a written contract or agreement but the written contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage" or "personal injury and advertising injury," but

Only the following persons or organizations are additional insureds under this endorsement and

coverage provided to such additional insureds is limited as provided herein:

a. State or Political Subdivisions

A state or political subdivision subject to the following provisions:

(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality.

b. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

c. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

d. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

e. Owners/Other Interests – Land is Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to lease that land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

f. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

g. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.



With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury", "property damage", or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs a. through g. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

As respects the coverage provided under this endorsement, Paragraph 4.b. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted and replaced with the following:

4. Other Insurance

b. Excess Insurance

This insurance is excess over:

Any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or agreement specifically requires that this insurance be either primary or primary and noncontributing. Where required by written contract or agreement, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

3. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Paragraph 3.a. of **Section II – Who Is An Insured** is deleted and replaced by the following:

Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization, whichever is earlier.

4. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANY COVERAGE

A. The following is added to **Section II – Who Is An Insured**:

4. You are an insured when you had an interest in a joint venture, partnership or limited

liability company which terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

- a. Prior to the termination date of any joint venture, partnership or limited liability company; or
- b. If there is other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

B. The last paragraph of **Section II – Who Is An Insured** is deleted and replaced by the following:

Except as provided in 4. above, no person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

5. PARTNERSHIP OR JOINT VENTURES

Paragraph 1.b. of **Section II – Who Is An Insured** is deleted and replaced by the following:

- b. A partnership (including a limited liability partnership) or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

6. EMPLOYEES AS INSURED – HEALTH CARE SERVICES

For other than a physician, paragraph 2.a(1)(d) of **Section II – Who Is An Insured** does not apply with respect to professional health care services provided in the course of employment by you.

7. SUPPLEMENTARY PAYMENTS

- A. Under **Section I – Supplementary Payments – Coverages A and B**, Paragraph 1.b., the limit of \$250 shown for the cost of bail bonds is replaced by \$2,500:
- B. In Paragraph 1.d., the limit of \$250 shown for daily loss of earnings is replaced by \$1,000.

8. MEDICAL PAYMENTS

A. Paragraph 7. **Medical Expense Limit**, of **Section III – Limits of Insurance** is deleted and replaced by the following:

7. Subject to 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most we will pay under **Section – I – Coverage C** for all medical expenses because of "bodily injury" sustained by any one person. The Medical Expense Limit is the greater of:

POLICY NUMBER: TPE2051592685

**COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: *city of Fife, Washington*

5411 23rd Street East

Fife, WA 98424

USA

When required by written contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID 87 CANNO-4	DATE (MM/DD/YYYY) 07/10/08
PRODUCER Arthur J Gallagher RMS Inc. P.O. Box 2925 Tacoma WA 98401-2925 Phone: 253-627-7183 Fax: 253-572-1430		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Cannon Construction, Inc. 406 Porter Way Milton WA 98354-9638		INSURERS AFFORDING COVERAGE INSURER A: Valley Forge INSURER B: American Cas Co of Reading PA INSURER C: American Int'l Specialty INSURER D: INSURER E:	NAIC #

COVERAGES									
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR	RDDL	LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X			GENERAL LIABILITY	TCP2022749113	11/01/07	11/01/08	EACH OCCURRENCE	\$ 1,000,000
				<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
				<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
				GENL AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 1,000,000
				<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 2,000,000
								PRODUCTS - COMP/OP AGG	\$ 2,000,000
B	X			AUTOMOBILE LIABILITY	TCP2011446621	11/01/07	11/01/08	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
				<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
				<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
				<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS									
C	X			GARAGE LIABILITY	BE0959095	11/01/07	11/01/08	AUTO ONLY - EA ACCIDENT	\$
				<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
								AGG	\$
A	X			EXCESS/UMBRELLA LIABILITY	EMPLOYERS LIABILITY STOP GAP	11/01/07	11/01/08	EACH OCCURRENCE	\$ 1,000,000
				<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 1,000,000
				DEDUCTIBLE				\$	
RETENTION	\$								
A	X			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	EMPLOYERS LIABILITY STOP GAP	11/01/07	11/01/08	WC STATUTORY LIMITS	\$ 1,000,000
				ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000
				If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
OTHER	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

United Pipe & Supply (Vendor) and City of Fife, Washington (the "City") are included as additional insured per form G-17957-G attached.

CERTIFICATE HOLDER United Pipe & Supply 7600 SE Johnson Creek Blvd. Portland OR 97206	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
-----------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C.1. OF THIS ENDORSEMENT FOR THESE DUTIES.

ALSO, THIS ENDORSEMENT CHANGES THE CONTRACTUAL LIABILITY COVERAGE WITH RESPECTS TO THE "BODILY INJURY" OR "PROPERTY DAMAGE" ARISING OUT OF THE "PRODUCTS-COMPLETED OPERATIONS HAZARD". SEE PARAGRAPH B.3. OF THIS ENDORSEMENT FOR THIS COVERAGE CHANGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**CONTRACTOR'S SCHEDULED AND BLANKET ADDITIONAL INSURED
ENDORSEMENT WITH LIMITED PRODUCTS-COMPLETED OPERATIONS
COVERAGE**

This endorsement modifies insurance provided under the following
**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

Name of Person or Organization:

Designated Project:

As required by written contract

(Coverage under this endorsement is not affected by an entry or lack of entry in the Schedule above.)

A. WHO IS AN INSURED (Section 11) is amended to include as an insured any person or organization, including any person or organization shown in the schedule above, (called additional insured) whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:

- 1. Currently in effect or becoming effective during the term of this policy; and
- 2. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury".

B. The insurance provided to the additional insured is limited as follows:

- 1. That person or organization is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.

2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

3. The coverage provided to the additional insured by this endorsement and paragraph f. of the definition of "insured contract" under DEFINITIONS (Section V) do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement. When coverage does apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" such coverage will not apply beyond:

- a. The period of time required by the written contract or written agreement; or



G-17957- (Ed.

- b. 5 years from the completion of "your work" on the project which is the subject of the written contract or written agreement,
whichever is less.
4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
- C. As respects the coverage provided under this endorsement, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS are amended as follows:
- 1. The following is added to the Duties In The Event of Occurrence, Offense, Claim or Suit Condition:
 - e. An additional insured under this endorsement will as soon as practicable:
 - (1) Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
 - (2) Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
 - (3) Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part
 - f. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.
2. Paragraph 4.b of the Other Insurance Condition is deleted and replaced with the following:
4. Other Insurance
- b. Excess Insurance
- This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

July 16, 2008

MEMORANDUM
For Meeting of July 22, 2008

TO: Mayor and Councilmembers
THROUGH: Steve Worthington, City Manager
FROM: Kurt Reuter, Parks, Recreation & Community Services Director
SUBJECT: Heath Property Acquisition Options

REPORT IN BRIEF: PRCS staff will update the council on the progress regarding inquiries to acquire ownership of the property currently owned by the Heath family.

BACKGROUND: The city first attempted to contact the Heath family concerning our interest to purchase their property in March of this year. A second attempt was made via a registered letter dated June 12, 2008. To date there has been no response.

There are three reasons for our keen interest in the acquisition of this property. First, it helps to meet the goals in the Capital Facilities Plan element of our recently adopted Parks, Recreation & Open Space Plan. Secondly, this property has a strategic location that will allow the city to expand our trail system from Wedge Park over Wapato Creek and connect with the Wapato Point Estates neighborhood. Lastly, by utilizing the existing creek crossing on this property to extend the trail, we can save considerable time and expense as we work toward the goal of extending our trail system.

Our repeated attempts to contact the property owner have been unsuccessful. Without some sort of response, the city has limited options to continue to pursue the acquisition of this land. One of last options that could be utilized is the condemnation process. While staff and council agree that this is the least desirable method, it may be what is required to move the process forward.

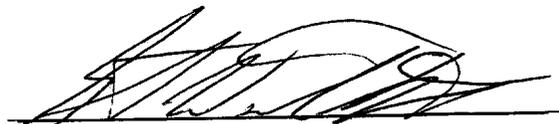
ATTACHMENTS: Aerial maps of the subject property and surrounding area and registered letter sent to owner.

DISCUSSION: Staff is seeking feedback from council on the level of interest to acquire this property. If the interest is strong, staff would also like feedback from council regarding the plan of action to continue moving forward on the acquisition of the subject property.

SUGGESTED MOTION: Informational item only. No formal action is necessary.



Kurt Reuter
Parks, Recreation & Community
Services Director



Approved for Agenda:
Steve Worthington, City Manager



COPY

3600 Port of Tacoma Road, Suite 311
Tacoma, WA 98424
P. 253.922.5464
F. 253.922.5848

ATTORNEYS AND COUNSELORS

Gregory F. Amann
gfa@vsilawgroup.com
(253) 441-6874

June 12, 2008

Kathryn M. Heath
2802 Holm Rd. East
Fife, WA 98424-2310

Re: City of Fife's Interest in Purchasing Property
Parcel no. 0420073079

Dear Mrs. Heath:

Our office represents the City of Fife. Last March I sent you a letter expressing the City's interest in purchasing your property located at 2802 Holm Road East, tax parcel no. 0420073079, to which I did not receive a response. The City is still interested in purchasing the property for an extension of the City's nearby Wedge Park, restoration of Wapato Creek, and a pedestrian trail linking Wedge Park to 58th Avenue East.

The purpose of this letter is to find out if you would be interested in selling the property to the City for these purposes. The City is willing to offer fair market value based upon an appraisal from a mutually agreed upon appraiser or such other method as the parties may agree, and to assist you with relocation.

I would be happy to answer any questions you might have or meet with you at your convenience to discuss the City's proposal in more detail. Please feel free to contact me at any time. My direct line is 253 441-6874. If I do not hear from you within a week or so, I will follow up.

Sincerely,

Gregory F. Amann
Assistant City Attorney
City of Fife

GFA
cc: Russ Blount

RECEIVED
PUBLIC WORKS

JUN 16 2008

City of Fife

CountyView Web Map



Map Legend

Scale 1:1,147



Printed: 7/14/08 2:28 PM



The map features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been mapped may be present. This is not a survey. Orthophotos may not align with other data. The County assumes no liability for variations ascertained by actual survey. All data is expressly provided AS IS and WITH ALL FAULTS. The County makes no warranty of fitness for a particular purpose.

CountyView Web Map



Map Legend

Scale 1:1,638



Printed: 7/14/08 2:37 PM



The map features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been mapped may be present. This is not a survey. Orthophotos may not align with other data. The County assumes no liability for variations ascertained by actual survey. All data is expressly provided AS IS and WITH ALL FAULTS. The County makes no warranty of fitness for a particular purpose.

MEMORANDUM
July 22, 2008

10B

TO: Honorable Mayor and Council Members
FROM: Chris Pasinetti, Planner 1; Carl Smith, Community Development Director
THROUGH: Steve Worthington, City Manager
SUBJECT: Amendments to the Pierce County Countywide Planning Policies.

REPORT IN BRIEF: The PCRC (Pierce County Regional Council) has recommended amendments to the Pierce County Countywide Planning Policies to be adopted through an interlocal agreement. The Growth Management Act (GMA) require that countywide planning policies address the implementation of UGA designations and to promote contiguous and orderly development [RCW36.70A.210(3)(a)].

BACKGROUND: January 31, 1995 the Pierce County Council passed Resolution R95-17 affirming the commitment of the County to continue discussions with other local jurisdictions to resolve implementation of the Growth Management Act. Throughout last year the GMCC worked on drafting amendments to the County Wide Planning Policies.

DISCUSSION AND FINDINGS: The amendments to the Countywide Planning Policies include updated language intended to provide clarity within the document and designates "Regional Growth Centers"; which include Metropolitan, Regional Growth, and Countywide. These policies promote intergovernmental cooperation and facilitate compliance with the coordination and consistency requirements of the Growth Management Act and the Regional Transportation Planning Organization. Adoption of these policies would continue compliance with GMA.

Attachment 1 is a letter from the Pierce County Regional Council requesting the interlocal agreements, along with Resolution No. R2008-62 allowing the County to enter into interlocal agreements with cities and towns and amending the Pierce County Countywide Planning Policies and attached is the Proposed Amendments to the Countywide Planning Policies for Pierce County, Washington.

Many of the amendments include text amendments, for example, UGA means "Urban Growth Area." UGA replaced "Urban Growth Area" throughout the document. The updates align the Countywide Planning Policies with the updated and adopted Vision 2040. PSRC also replaced the term "Urban Centers" with "Regional Growth Centers" in the Vision 2040 document and the new policies reflect that too. The City of Fife currently is not considered a "Regional Growth Center" per the designations on page 10 of 21 in Resolution 2008-62 (Attachment 1 Exhibit A).

Centers

Centers are to be areas of concentrated employment and/or housing within UGAs which serve as the hubs of transit and transportation systems. Centers and connecting corridors are integral to creating compact urban development that conserves resources and creates additional transportations, housing, and shopping choices. Centers are an important part of the regional strategy (VISION 2040) for urban growth and are required to be addressed in the Countywide Planning

Policies. Centers will become focal points for growth within the county's UGA and will be areas where public investment is directed.

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 the benefit of public investment in infrastructure and services.

There are some benefits being designated a Regional Growth Center. As stated in the policies, "areas where public investment is directed" indicates that funding sources will be preferential to these designated areas for public investment.

FISCAL IMPACTS: No fiscal impacts are foreseen resulting from this Resolution.

STAFF RECOMMENDATION: Review the Proposed Countywide Planning Policies for Pierce County, Washington.

RECOMMENDED MOTION: Move to direct Staff to bring a Resolution to enter into an interlocal agreement to adopt the amendments to the Pierce County Countywide Planning Policies.



Carl Smith
Community Development Director



Approved for Agenda:
Steve Worthington, City Manager

**Pierce County Regional Council
2401 South 35th Street, Room 228
Tacoma, Washington 98409
(253) 798-3726**

June 11, 2008

TO: Pierce County City and Town Mayors
Pierce County Regional Council Members (PCRC)
Pierce County City and Town Clerks

SUBJECT: Interlocal Agreement - Amendments to the Pierce County Countywide Planning Policies

The PCRC recommended the attached amendments to the Pierce County Countywide Planning Policies. The PCRC instructed the Clerk to mail a copy of the interlocal agreement and the amendments to each of the cities and towns for ratification.

The Pierce County Countywide Planning Policies shall become ratified when 60 percent of the jurisdictions in Pierce County representing 75 percent of the total population adopt the amendments. Once that threshold has been reached, the Pierce County Council will adopt the amendments.

Please expedite the passage of the interlocal agreement through your respective legislative bodies. After ratification by your jurisdiction, please send two original signed copies of the interlocal agreement and a copy of your resolution, ordinance, or meeting minutes authorizing approval to Pierce County Planning and Land Services, Attention: Paula Manning, 2401 S. 35th Street, Room 228, Tacoma, WA 98409. One copy will be returned to your jurisdiction after adoption of the amendments by the Pierce County Council.

The resolution which includes the interlocal agreement and amendments to the Countywide Planning Policies and an explanatory sheet are included for your convenience.

Thank you for your assistance. If you have any questions, please call me at 253-798-3726 or by e-mail at pmannin@co.pierce.us.

Sincerely,



Paula Manning

Clerk, Pierce County Regional Council

\\LONG\COUNTYWIDE PLANNING POLICIES\2008 Centers Resolution\LETTER Interlocal Agreement.doc

Enclosures

c. Growth Management Coordinating Committee

3
4
5
6 **RESOLUTION NO. R2008-62**

7
8
9 **A Resolution of the Pierce County Council Authorizing the Pierce County**
10 **Executive to Execute an Interlocal Agreement with the Cities**
11 **and Towns of Pierce County, Thereby Amending the Pierce**
12 **County Countywide Planning Policies as Recommended by**
13 **the Pierce County Regional Council.**

14
15 **Whereas**, the Pierce County Regional Council (PCRC) was created in 1992 by
16 interlocal agreement among the cities and towns of Pierce County and Pierce County,
17 and charged with responsibilities, including: serving as a local link to the Puget Sound
18 Regional Council, promoting intergovernmental cooperation, facilitating compliance with
19 the coordination and consistency requirements of the Growth Management Act and the
20 Regional Transportation Planning Organization (Chapter 47.80 RCW), and developing a
21 consensus among jurisdictions regarding the development and modification of the
22 Pierce County Countywide Planning Policies; and

23
24 **Whereas**, on January 31, 1995, the Pierce County Council passed Resolution
25 R95-17 affirming the commitment of the County to continue discussions with other local
26 jurisdictions to resolve implementation of the Growth Management Act; and

27
28 **Whereas**, the Puget Sound Regional Council (PSRC) has specific
29 responsibilities under federal and state law for transportation and growth management
30 planning; and

31
32 **Whereas**, the PSRC is adopting VISION 2040, as the growth management,
33 environmental, economic, and transportation vision for the central Puget Sound region;
34 and

35
36 **Whereas**, VISION 2040 provides a common framework for the region's
37 Metropolitan Transportation Plan and Regional Economic Strategy, as well as
38 countywide planning policies and local comprehensive plans; and

39
40 **Whereas**, the PSRC allocates federal transportation funding to Puget Sound
41 counties, cities, and towns for projects that are consistent with the adopted regional
42 plan; and

43
44 **Whereas**, VISION 2040 identifies a set of regional growth and
45 manufacturing/industrial centers and the PSRC has identified criteria for designating
46 regional centers; and



1 **Whereas**, the regional centers are central to the Policy Framework that guides
2 the distribution of federal transportation funding; and

3
4 **Whereas**, the Pierce County Countywide Planning Policies address regional
5 centers; and

6
7 **Whereas**, a consistency review between the PSRC regional center criteria and
8 the Pierce County Countywide Planning Policies has been conducted; and

9
10 **Whereas**, the proposed amendments ensure consistency between the PSRC
11 regional center criteria and the Pierce County Countywide Planning Policies; and

12
13 **Whereas**, the proposed amendments to the Pierce County Countywide Planning
14 Policies are not subject to SEPA review in accordance with WAC 197-11-800(20),
15 procedural actions; and

16
17 **Whereas**, the Pierce County Regional Council conducted negotiations in open
18 public meetings during 2007 and 2008 to address substantive policy changes necessary
19 to respond to current issues related to the coordination and consistency with the Growth
20 Management Act; and

21
22 **Whereas**, the Pierce County Regional Council subsequently recommended
23 adoption of the proposed amendments to the Pierce County Countywide Planning
24 Policies on February 21, 2008, which address policy updates; and

25
26 **Whereas**, amendments to the Pierce County Countywide Planning Policies must
27 be adopted through amendment of the original interlocal agreement or by a new
28 interlocal agreement ratified by 60 percent of member jurisdictions in Pierce County
29 representing 75 percent of the total population; and

30
31 **Whereas**, an Interlocal Agreement entitled "Amendments to the Pierce County
32 Countywide Planning Policies" was developed for this purpose, and included the
33 recommended amendments to the Pierce County Countywide Planning Policies as an
34 attachment; and

35
36 **Whereas**, these revised and additional countywide planning policies should be
37 incorporated into the next amendment of the Pierce County Countywide Planning
38 Policies by Ordinance of the County Council; and

39
40 **Whereas**, the Pierce County Planning Commission, at its March 25, 2008,
41 regular public hearing, reviewed the proposed amendments to the Pierce County
42 Countywide Planning Policies and recommended approval; and

43
44 **Whereas**, after a properly noticed public hearing, the Community Development
45 Committee of the County Council considered oral and written testimony and forwarded
46 a do pass recommendation to the full Council; and
47



1 **Whereas**, the County Council held a public hearing on May 27, 2008, where oral
2 and written testimony was considered; and

3
4 **Whereas**, the County Council finds that it is in the public interest to authorize the
5 Pierce County Executive to execute the interlocal agreement, attached hereto as Exhibit
6 A; **Now Therefore**,

7
8 **BE IT RESOLVED by the Council of Pierce County:**

9
10 Section 1. The Pierce County Executive is hereby authorized to execute the
11 Interlocal Agreement that is the same or substantially similar to attached Exhibit A
12 hereto and by this reference incorporated herein, thereby ratifying the attached
13 amendments to the Pierce County Countywide Planning Policies as recommended by
14 the Pierce County Regional Council.

15
16 ADOPTED this 27th day of May, 2008.

17
18 ATTEST:

PIERCE COUNTY COUNCIL
Pierce County, Washington

19
20
21 Cathy Dale, Acting Clerk
22
23 Denise D. Johnson
24 Clerk of the Council

Terry Lee
Council Chair



PIERCE COUNTY REGIONAL COUNCIL
INTERLOCAL AGREEMENT
AMENDMENTS TO THE PIERCE COUNTY
COUNTYWIDE PLANNING POLICIES

ATTACHED TO THIS COVER SHEET ARE:

- A draft copy of the County's Resolution authorizing execution of the interlocal agreement and thereby ratifying the amendments to the Pierce County Countywide Planning Policies (CPP).
- A copy of the interlocal agreement showing the amendments to the CPP as approved by the PCRC in Attachment.

WHAT YOU HAVE TO DO:

1. Develop a similar resolution or ordinance in whatever form is used by your jurisdiction. It **is not** necessary for everyone to adopt identical documents.
2. Attach the copy of the interlocal agreement, including the Attachment, to the form of the resolution or ordinance as used by your jurisdiction. It **is** necessary for everyone to adopt **identical interlocal agreements**.
3. Have your Council vote on the resolution/ordinance.
4. Have the authorized agents for your jurisdiction sign the interlocal agreement.
5. Submit two original copies of your signed resolution/ordinance and interlocal agreement to Paula Manning, Pierce County Planning and Land Services, 2401 S. 35th Street, Room 228, Tacoma, WA 98409.

WHAT HAPPENS NEXT:

Once resolutions/ordinances and interlocal agreements are approved by 60% of the jurisdictions representing 75% of the population in the County, the amendments will become effective.

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INTERLOCAL AGREEMENT

CREATION OF AN INTRACOUNTY ORGANIZATION

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

I. NAME:

The name of the organization will be the Pierce County Regional Council (PCRC).

II. MISSION:

The Pierce County Regional Council is created to promote intergovernmental cooperation on issues of broad concern, and to assure coordination, consistency, and compliance in the implementation of State law covering growth management, comprehensive planning, and transportation planning by county government and the cities and towns within Pierce County. It is the successor agency to the Growth Management Steering Committee and serves as the formal, multi-government link to the Puget Sound Regional Council.

III. CREATION:

This agreement shall become effective when sixty percent (60%) of the cities, towns and county government representing seventy-five percent (75%) of the population within Pierce County become signatories to the agreement. The agreement may be terminated by vote of two or more legislative bodies collectively representing sixty percent (60%) of the population within Pierce County.

IV. MEMBERSHIP AND REPRESENTATION:

- A. Membership is available to all cities and towns within Pierce County, the Port of Tacoma, and Pierce County.
- B. Associate membership is available to such nonmunicipal governments as transit agencies, tribes, federal agencies, state agencies, school districts, and other special purpose districts as may be interested. Associate members are non-voting.
- C. The General Assembly of the PCRC shall be comprised of all elected officials from the legislative authorities and the chief elected executive official of the member cities, towns, and county government. Associate members and staff from

1 the various jurisdictions shall be encouraged to participate in General Assembly
2 meetings, but without a vote.

3
4 D. The PCRC Council shall be comprised of representatives from member
5 jurisdictions as follows: four (4) representatives from Pierce County including
6 the County Executive and three members of the County Council; three (3)
7 representatives from the City of Tacoma; two (2) representatives from the City of
8 Lakewood, City of Puyallup, and City of University Place; and one (1)
9 representative from each of the remaining jurisdictions. Each representative shall
10 have one vote.

11
12 E. One representative from the Puyallup Tribal Council, one representative from
13 Pierce Transit, and one representative of WSDOT District 3 will be ex officio,
14 non-voting members of the Council. At its discretion, the Council may create
15 additional ex officio, non-voting positions from among other associate members.
16

17 V. GENERAL ORGANIZATION:

18
19 A. Structure

- 20
21 1. Organization: The PCRC shall be organized into a General Assembly; a
22 Council; an Executive Committee; and other such task forces and
23 committees as established by the Council.
24
25 2. Members: Pierce County, the Port of Tacoma and each city or town in
26 Pierce County shall be a member upon adoption of the Interlocal
27 Agreement, provided however, a city or town partially located in Pierce
28 County and partially in any other county must have a population of at least
29 500 persons or 500 employees in Pierce County before obtaining full
30 voting privileges.
31
32 3. Ex Officio Associate Members: The Puyallup Tribal Council, Pierce
33 Transit, and WSDOT District 3 shall be ex officio associate members. Ex
34 officio associate members may each provide a representative to serve as a
35 non-voting member of the Council.
36
37 4. Other Associate Members: Other non-municipal governments such as
38 federal agencies, other state agencies, other tribes, school districts and
39 other special purpose districts may become associate members upon
40 approval of the Council. Associate members are non-voting.
41
42 5. The organization will utilize a calendar year for purposes of terms of
43 office of members of the Executive Committee, Council, and the work
44 program.
45

46 B. Council
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1. The Council shall carry out all powers and responsibilities of the organization between meetings of the General Assembly. The Council may take action when a quorum is present. One-third of the voting members shall constitute a quorum. Except as specified in the By-laws, actions voted upon shall be approved by simple majority vote of the quorum. The By-laws shall provide for special voting processes and the circumstances when such processes are to be used.
2. A Chair and Vice Chair shall be selected by the Council from among its voting members. The Chair and Vice Chair shall serve for one-year terms and shall constitute the Executive Committee.
3. The Executive Committee shall establish a regular meeting time and place for Council meetings. Meetings shall be conducted in accordance with the Open Public Meetings Act (Chapter 42.30 RCW).
4. Committees or task forces shall be established as required and may utilize citizens, elected officials and staff from the member jurisdictions in order to enhance coordination and to provide advice and recommendations to the Council on matters of common interest including, but not limited to, planning, transportation, and infrastructure.

C. General Assembly

1. The General Assembly shall meet at least annually and may hold additional meetings as needed. The General Assembly may take action when a quorum is present. Thirty percent (30%) of the voting members representing a majority of the various jurisdictions shall constitute a quorum. Except as specified in the By-laws, actions voted upon shall be approved by a simple majority vote of the quorum. The By-laws shall provide for special voting processes and the circumstances when such processes are to be used.
2. The Executive Committee shall serve as Chair and Vice Chair of the General Assembly.
3. The General Assembly shall adopt an annual work program.
4. The General Assembly meetings shall be conducted in accordance with the Open Public Meetings Act (Chapter 42.30 RCW).

1 VI. FUNCTIONS AND AUTHORITY:

2
3 A. The Pierce County Regional Council will:

- 4
5 1. Promote intergovernmental coordination within Pierce County.
6
7 2. Facilitate compliance with the coordination and consistency requirements
8 of the state growth management laws.
9
10 3. Provide a forum to promote cooperation among and/or between
11 jurisdictions with respect to urban growth boundaries, comprehensive plan
12 consistency, development regulations, siting of facilities, highway, rail, air
13 and water transportation systems, solid waste issues and other area of
14 mutual concern.
15
16 4. Develop consensus among jurisdictions regarding review and modification
17 of Countywide Planning Policies.
18
19 5. Serve as the formal, multigovernment link to the Puget Sound Regional
20 Council.
21
22 6. Develop recommendations, as required, for distribution of certain federal,
23 state, and regional funds.
24
25 7. Provide educational forums on regional issues.
26
27 8. Make recommendations to federal, state, and regional agencies on plans,
28 legislation, and other related matters.
29
30 9. Serve as the successor organization to the Growth Management Steering
31 Committee which developed the Countywide Planning Policies, and
32 complete such tasks as may have been begun by the Steering Committee,
33 including the following responsibilities:
34
35 a. develop model implementation methodologies;
36
37 b. assist in the resolution of jurisdictional disputes;
38
39 c. provide input to joint planning issues in Urban Growth Areas;
40
41 d. provide input in respect to countywide facilities;
42
43 e. advise and consult on policies regarding phased development,
44 short plats, vested rights and related issues;
45
46 f. review and make a recommendation to Pierce County on the
47 respective location of Urban Growth Area boundaries;
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- g. make a recommendation to Pierce County regarding dissolution of the Boundary Review Board;
 - h. monitor development, including population and employment growth; and
 - i. provide advice and consultation on population disaggregation.
- B. The organization shall adopt by-laws to govern its proceedings. By-laws shall be adopted by the Council and shall be in effect unless contrary action is taken by the General Assembly.
- C. Nothing in this agreement shall restrict the governmental authority of any of the individual members.

VII. AMENDMENTS:

Amendments to this agreement may be proposed by any member of the Council and shall be adopted by affirmative resolution of the individual legislative bodies of sixty percent (60%) of the member jurisdictions representing seventy-five percent (75%) of the population of Pierce County.

VIII. SEVERABILITY:

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

IX. FILING:

A copy of this agreement shall be filed with the County Auditor, each city/town clerk, the Secretary of State, and the Washington State Department of Community Trade and Economic Development.

IN WITNESS WHEREOF, this agreement has been executed by each member jurisdiction as evidenced by signature pages affixed to this agreement.

INTERLOCAL AGREEMENT

CREATION OF AN INTRACOUNTY ORGANIZATION

Signature Page

The legislative body of the undersigned jurisdiction has authorized execution of the Interlocal Agreement, Creation of an Intracounty Organization.

IN WITNESS WHEREOF

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

BY: _____
(Mayor/Executive)

DATE: _____

Approved:

BY: _____
(Director/Manager/Chair of County Council)

Approved as to Form:

BY: _____
(City Attorney/Prosecutor)

Approved:

BY: _____
(Pierce County Executive)



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Proposed Amendments to the
**Countywide
Planning Policies**
for Pierce County, Washington

Urban Growth Area
Centers Amendments



1 COUNTYWIDE PLANNING POLICY ON URBAN GROWTH AREAS,
2 PROMOTION OF CONTIGUOUS AND ORDERLY DEVELOPMENT
3 AND PROVISION OF URBAN SERVICES TO SUCH DEVELOPMENT
4

5
6 **Background - Requirements of Growth Management Act**
7

8 The Washington Growth Management Act identifies the encouragement of development in
9 urban areas where adequate public facilities and services exist or can be provided in an
10 efficient manner [RCW 36.70A.020(1)], the reduction of sprawl (*i.e.*, the inappropriate or
11 premature conversion of undeveloped land into low-density development) [RCW
12 36.70A.020(2)], and the provision of adequate public facilities and services necessary to
13 support urban development at the time the development is available for occupancy and use
14 (without decreasing current service levels below locally established minimum standards)
15 [RCW 36.70A.020(12)] as planning goals to guide the development and adoption of
16 comprehensive plans and development regulations.
17

18 The Growth Management Act further requires (1) that the County designate an "urban
19 growth area" ~~UGA~~ or areas within which urban growth shall be encouraged and outside of
20 which growth shall occur only if it is not "urban" in character; (2) that each municipality in
21 the County be included within an ~~urban growth area UGA~~; (3) that an ~~urban growth area~~
22 ~~UGA~~ include territory outside of existing municipal boundaries only if such territory is
23 characterized by urban growth or is adjacent to territory that is already characterized by
24 urban growth. [RCW 36.70A.110(1); for definition of "urban growth" see RCW
25 36.70A.030(17).]
26

27 The designated ~~urban growth areas~~ ~~UGAs~~ shall be of adequate size and appropriate
28 permissible densities so as to accommodate the urban growth that is projected by the State
29 Office of Financial Management to occur in the County for the succeeding 20-year period.
30 While each ~~urban growth area UGA~~ shall permit urban densities, they ~~it~~ shall also include
31 greenbelt and open space areas [RCW 36.70A.110(2)].
32

33 As to the timing and sequencing of urban growth and development over the 20-year
34 planning period, urban growth shall occur *first* in areas already characterized by urban
35 growth that have existing public facility and service capacities to service such development,
36 *second* in areas already characterized by urban growth that will be served by a combination
37 of both existing public facilities and services and any additional needed public facilities and
38 services that are provided by either public or private sources [RCW 36.70A.110(3)]. Urban
39 government services shall be provided primarily by cities, and should not be provided in
40 rural areas.
41

42 The Growth Management Act Amendments expressly require that countywide planning
43 policies address the implementation of ~~urban growth area UGA~~ designations [RCW
44 36.70A.210(3)(a)], the promotion of contiguous and orderly development, the provision of
45 urban services to such development [RCW 36.70A.210(3)(b)], and the coordination of joint
46 county and municipal planning within ~~urban growth areas~~ ~~UGAs~~ [RCW 36.70A.210(3)(f)].
47
48



1 ■ Principles of Understanding Between Pierce County and the Municipalities in Pierce
2 County

3
4 While following the goals and regulations of the Growth Management Act, Pierce County
5 and the municipalities in Pierce County will strive to protect the individual identities and
6 spirit of each of our cities and of the rural areas and unincorporated communities.

7
8 Further agreements will be necessary to carry out the framework of joint planning adopted
9 herein. These agreements will be between the County and each city and between the
10 various cities.

11
12 The services provided within our communities by special purpose districts are of vital
13 importance to our citizens. Consistent with the adopted regional strategy, these districts will
14 be part of future individual and group negotiations under the framework adopted by the
15 County and municipal governments.

16
17 While the Growth Management Act defines sewer service as an urban service, Pierce
18 County currently is a major provider of both sewer transmission and treatment services. The
19 County and municipalities recognize that it is appropriate for the County and municipalities
20 to continue to provide sewer transmission and treatment services.

21
22 The County recognizes that unincorporated lands within ~~urban growth areas~~ **UGAs** are often
23 potential annexation areas for cities. These are also areas where incorporation of new cities
24 can occur. The County will work with existing municipalities and emerging communities to
25 make such transitions efficiently.

26
27 At the same time, annexations and incorporations have direct and significant impacts on the
28 revenue of county government, and therefore, may affect the ability of the County to fulfill
29 its role as a provider of certain regional services. The municipalities will work closely with
30 the County to develop appropriate revenue sharing and contractual services arrangements
31 that facilitate the goals of GMA.

32
33 The Countywide Planning Policies are intended to be the consistent "theme" of growth
34 management planning among the County and municipalities. The policies also spell out
35 processes and mechanisms designed to foster open communication and feedback among the
36 jurisdictions. The County and the cities and towns will adhere to the processes and
37 mechanisms provided in the policies.

38
39
40 ■ Centers

41
42 Centers are ~~intended~~ to be areas of concentrated employment and/or housing within ~~urban~~
43 ~~growth areas~~ **UGAs** which serve as the hubs of transit and transportation systems. They
44 ~~Centers and connecting corridors~~ are integral to creating compact urban development that
45 conserves resources and creates additional transportation, housing, and shopping choices.
46 Centers are an important part of the regional strategy (VISION 2020 ~~2040~~) for urban growth
47 and are required to be addressed in the Countywide Planning Policies. Centers will become



1 focal points for growth within the county's urban-growth area UGA and will be areas where
2 public investment is directed.

3
4 Centers are intended to:

- 5 • be priority locations for accommodating growth;
- 6 • strengthen existing development patterns;
- 7 • promote housing opportunities close to employment;
- 8 • support development of an extensive multimodal transportation system
9 which reduces dependency on automobiles; and
- 10 • reduces congestion and improves air quality; and
- 11 • maximize the benefit of public investment in infrastructure and services.

12
13
14 VISION 2020-2040, the adopted regional growth strategy, identifies several different types
15 of Centers as an integral feature, including three types of Regional Growth Urban Centers:
16 (1) Regional Growth Center, (2) Metropolitan Center, (3) Urban Center, which feature a mix
17 of land uses, as well as a category for Town Center. (Note: In 2003, PSRC replaced the
18 term "Urban Centers" with "Regional Growth Centers." Regional Growth Centers is the
19 term used in PSRC's Designation Criteria.) VISION 2020-2040 also identifies
20 Manufacturing/Industrial Centers, which consist primarily of manufacturing and industrial
21 uses. (See 1995 VISION 2020-2040 Update, pages 85 and 86.) Pierce County has
22 identified five Urban Centers and two Manufacturing/Industrial Centers that are applicable
23 and consistent with the have been adopted into the regional vision. The Pierce County
24 Regional Growth Centers are designated as either Metropolitan Centers, Regional Growth
25 Centers, or Countywide Centers within Pierce County are as follows:

26
27 Tacoma Mall
28 Tacoma CBD
29 Lakewood
30 Puyallup
31 South Hill

32
33
34
35
36 Metropolitan Center
37 Tacoma Central Business District

38
39 Regional Growth Centers
40 Tacoma Mall
41 Lakewood
42 Puyallup Downtown
43 Puyallup South Hill

44
45 Currently there are no designated Countywide Centers.
46



1 Manufacturing/Industrial Centers are areas where employee- or land-intensive uses will be
2 located. These centers differ from Urban Regional Growth Centers in that they consist of an
3 extensive land base and the exclusion of non-manufacturing or manufacturing-supportive
4 uses are ~~is an~~ essential features of their character. These areas are characterized by a
5 significant amount of manufacturing, industrial and advanced technology employment uses.
6 Large retail and non-related office uses are discouraged. Other than caretakers' residences,
7 housing is prohibited within Manufacturing/Industrial Centers. However, these centers
8 should be linked to high density housing areas by an efficient multimodal transportation
9 system. ~~The efficiency of rail and overland freight to markets is the critical element for
10 manufacturers and industries located in these centers.~~

11
12 The designated Manufacturing/Industrial Centers, within Pierce County are as follows:

13
14 Frederickson
15 Port of Tacoma

16
17 Within Pierce County, a limited number of ~~additional~~ centers, ~~both urban and~~
18 ~~manufacturing/industrial,~~ will ~~may~~ be designated ~~within individual jurisdictions'~~
19 ~~comprehensive plans through amendment of the Countywide Planning Policies consistent~~
20 ~~with the process below.~~ In order to be designated, a center must meet the criteria contained
21 ~~within the Countywide Planning Policies.~~

22
23 Designated ~~C~~centers may vary substantially in the number of households and jobs they
24 contain today. The intent of the Countywide Planning Policies is that Urban Regional
25 ~~Growth~~ Centers ~~grow to~~ become attractive places to live and work, while supporting
26 efficient public services such as transit and being responsive to the local market for jobs and
27 housing.

28
29 The Countywide Planning Policies establish target levels for housing and employment
30 needed to achieve the benefit of an Urban Center. Some ~~C~~centers will reach these levels
31 over the next twenty years, while for others the criteria set a path for growth over a longer
32 term, providing capacity to accommodate growth beyond the twenty year horizon.

33 34 County-Level Centers Designation Process

35
36 ~~The County and any municipality in the County that is planning to include a Metropolitan~~
37 ~~Center, Regional Growth Center, Countywide Center or Manufacturing / Industrial~~
38 ~~Center within its boundaries shall specifically define the area of such center within its~~
39 ~~comprehensive plan. The comprehensive plan shall include policies aimed at focusing~~
40 ~~growth within the center and along corridors consistent with the applicable criteria~~
41 ~~contained within the Countywide Planning Policies. The County or municipality shall~~
42 ~~adopt regulations that reinforce the center's designation.~~

43
44 ~~No more often than once every two years, the Pierce County Regional Council (PCRC)~~
45 ~~shall invite jurisdictions with centers already adopted in their comprehensive plan that~~
46 ~~seek to be designated as centers in the Countywide Planning Policies to submit a request~~
47 ~~for such designation. Said request shall be processed in accordance with established~~
48 ~~procedures for amending the Countywide Planning Policies.~~



1
2 Each jurisdiction seeking to have a center designated in the Countywide Planning
3 Policies shall provide the PCRC with a report demonstrating that the proposed center
4 meets the minimum criteria for designation together with a statement and map describing
5 the center, its consistency with the applicable Countywide Planning Policies, and how
6 adopted regulations will serve the center.

7
8 Transit services shall be defined in the broadest sense and shall include local and regional
9 bus service, rail where appropriate, vanpool, carpool, and other transportation demand
10 measures designed to reduce vehicle trips.

11
12 The minimum designation criteria to establish a candidate center by type are as follows:

13
14 **Metropolitan Center**

15 Area: up to 1-1/2 square miles in size;
16 Capital facilities: served by sanitary sewers;
17 Employment: a minimum of 25 employees per gross acre of non-residential lands with a
18 minimum of 15,000 employees;
19 Population: a minimum of ten households per gross acre, and
20 Transit: serve as a focal point for regional and local transit services.

21
22 **Regional Growth Center**

23 Area: up to 1-1/2 square miles in size;
24 Capital facilities: served by sanitary sewers;
25 Employment: a minimum of 2,000 employees;
26 Population: a minimum of seven households per gross acre, and
27 Transit: serve as a focal point for regional and local transit services.

28
29 **Countywide Center**

30 Area: up to one square mile in size;
31 Capital facilities: served by sanitary sewers;
32 Employment: a minimum of 1,000 employees;
33 Population: a minimum of 6 households per gross acre, and
34 Transit: serve as a focal point for local transit services.

35
36 **Manufacturing / Industrial Center**

37 Capital facilities: served by sanitary sewers;
38 Employment: a minimum of 7,500 jobs and/or 2,000 truck trips per day; and
39 Transportation: within one mile of a state or federal highway or national rail line.

40
41 The minimum criteria report and statement shall be reviewed by the Growth Management
42 Coordinating Committee for consistency with Countywide Planning Policies, the
43 Transportation Coordination Committee for consistency with transportation
44 improvements plans of WSDOT, and with Pierce Transit's comprehensive plan. The
45 coordinating committees shall provide joint recommendation to the PCRC.
46



1 Once included in the Countywide Planning Policies, the jurisdiction where a center is
2 located may go on to seek regional designation of the center from the Puget Sound
3 Regional Council (PSRC) in accordance with its established criteria and process.

4
5 In order to be designated a Regional Growth Center the center should meet the regional
6 criteria and requirements including those in VISION 2020 2040, the regional growth
7 economic and transportation strategy as may be amended and designated by the Puget
8 Sound Regional Council.

9
10 After county-level designation occurs within the Countywide Planning Policies and until
11 regional-level designation by the PSRC occurs the center shall be considered a
12 "candidate" Regional Growth Center.

13
14 Each jurisdiction which designates an Urban Regional Growth Center shall establish 20-
15 year household and employment growth targets for that Center. The expected range of
16 targets will reflect the diversity of the various centers and allow communities to effectively
17 plan for needed services. The target ranges not only set a policy for the level of growth
18 envisioned for each Center, but also for the timing and funding of infrastructure
19 improvements. Reaching the target ranges will require careful planning of public
20 investment and providing incentives for private investments.

21 22 23 Urban Growth Outside of Centers

24
25 A variety of urban land uses and areas of growth will occur outside of designated centers but
26 within the urban growth area UGA. Local land use plans will guide the location, scale,
27 timing and design of development within urban growth areas UGAs. The urban growth area
28 UGA will be where the majority of future growth and development will be targeted.
29 Development should be encouraged which complements the desired focus of growth into
30 centers and supports a multimodal transportation system. For example, policies which
31 encourage infill and revitalization of communities would help to achieve the regional and
32 statewide objectives of a compact and concentrated development pattern within urban areas.
33 The Countywide Planning policies provide guidance for development and the provision of
34 urban services to support development within the urban growth area UGA.

35 36 Satellite Cities and Towns

37
38 The cities and towns in the rural areas are a significant part of Pierce County's diversity and
39 heritage. They have an important role as local trade and community centers. These cities
40 and towns are the appropriate providers of local rural services for the community. They also
41 contribute to the variety of development patterns and housing choices within the county. As
42 municipalities, these cities and towns provide urban services and are located within the
43 County's designated Urban Growth Area UGA. The urban services, residential densities
44 and mix of land uses may differ from those of the large, contiguous portion of the Urban
45 Growth Area UGA in Pierce County.



1 Countywide Planning Policy

2
3
4 OVERALL POLICIES FOR REGIONAL GROWTH NON-INDUSTRIAL
5 CENTERS

6
7 *Vision*

8
9 12. Centers shall be designated based upon the following:

10
11 12.1 consistency with specific criteria for Centers adopted in the Countywide
12 Planning Policies;

13
14 12.2 the Center's location in the County and its potential for fostering a logical
15 and desirable countywide transportation system and distribution of Centers;

16
17 12.3 the total number of centers in the County that can be reasonably developed
18 based on twenty-years projected growth over the next twenty years;

19
20 12.4 environmental analysis which shall include demonstration that urban
21 services including an adequate supply of drinking water are available to
22 serve projected growth within the Center and that the jurisdiction is capable
23 of ensuring concurrent urban services to new development;

24
25 12.5 if a jurisdiction designates a center, they must also adopt the center's
26 designation and provisions in their comprehensive plans and development
27 regulations to ensure that growth targeted to Centers is achieved and urban
28 services will be provided;

29
30 12.6 Centers shall be characterized by all of the following:

31
32 12.6.1 clearly defined geographic boundaries;

33 12.6.2 intensity/density of land uses sufficient to support high capacity
34 transit;

35 12.6.3 pedestrian-oriented land uses and amenities;

36 12.6.4 pedestrian connections shall be provided throughout;

37 12.6.45 urban design standards which reflect the local community;

38 12.6.56 provisions to reduce single-occupancy vehicle use especially
39 during peak hours and commute times;

40 12.6.67 provisions for bicycle use;

41 12.6.78 sufficient public open spaces and recreational opportunities; and

42 12.6.89 uses which provide both daytime and nighttime activities; and

43 12.6.10 centers shall be located in urban growth areas

44
45 13. Each jurisdiction which designates a center within its comprehensive plan shall
46 define the type of center and specify the exact geographic boundaries of the center.
47 All Urban Centers shall not exceed one and one-half square miles of land and
48 Countywide centers shall not exceed one square mile of land. Infrastructure and



1 services shall be either present and available or planned and financed consistent with
2 the expected rate of growth.

3
4 13.1 — pedestrian connections shall be provided throughout centers.

5
6 *Design Features of Urban Centers*

7
8 14. The County and each jurisdiction that designates a center within its comprehensive
9 plan shall encourage density and development to achieve targeted growth.

10
11 14.1 Any of the following ~~may~~ ~~approaches could~~ be used ~~to implement center~~
12 ~~development~~:

- 13
14 14.1.1 encourage ~~ing~~ higher residential densities within centers;
15 14.1.2 avoiding creation of large blocks of single-use zones;
16 14.1.3 allowing for greater intensity of use within centers;
17 14.1.4 increase ~~ing~~ building heights, greater floor/area ratios within
18 centers;
19 14.1.5 minimize ~~ing~~ setbacks within centers;
20 14.1.6 allow ~~ing~~ buildings to locate close to street to enhance pedestrian
21 accessibility; and
22 14.1.7 encourage ~~ing~~ placement of parking to rear of structures.

23
24 ~~14.2 Designated centers are expected to receive a higher proportion of projected~~
25 ~~growth in conjunction with periodic disaggregation of countywide~~
26 ~~population allocations.~~

27
28 15. ~~Centers shall provide necessary capital facilities needed to accommodate the~~
29 ~~projected growth in population and employment. Facilities include, but are not~~
30 ~~limited to, roads, sewers and other utilities, schools, parks, and open space. In order~~
31 ~~to provide balance between higher intensity of use within centers, public and/or~~
32 ~~private open space shall be provided.~~

33
34 16. Streetscape amenities (landscaping, furniture, etc.) shall be provided within centers
35 to create a pedestrian friendly environment.

36
37 17. Any of ~~the~~ following regulatory mechanisms shall be used within ~~C~~centers:

38
39 17.1 — ~~either use zoning mechanisms which allow residential and commercial uses~~
40 ~~to intermix or limit the size and extent of single use districts.~~

41
42 17.2 ~~a~~ Adopt development standards ~~to that~~ encourage pedestrian-scaled
43 development such as ~~those that address~~:

- 44
45 17.2.1 — ~~buildings close to streets and sidewalks;~~
46 17.2.1.2 ~~interconnections between buildings and sidewalks;~~
47 17.2.1.32 ~~pedestrian links between residential and non-residential areas;~~
48 17.2.1.45 ~~street trees/furniture; and~~



17.1.6 minimizing separations between uses.

Transportation, Parking and Circulation

18. To encourage transit use within centers, jurisdictions shall establish mechanisms to limit the use of single occupancy vehicles. Such mechanisms should include:
- 18.1 charges for parking;
 - 18.2 limiting the number of off-street parking spaces;
 - 18.3 establishing minimum and maximum parking requirements;
 - 18.4 commute trip reduction (CTR) measures and other transportation demand management measures; and
 - 18.5 development of CTR commuter programs for multiple employers not otherwise affected by the CTR law.
19. Centers should receive a high priority for the location of high capacity transit stations and/or transit centers.
20. Locate higher densities/intensities of use close to transit stops within centers and seek opportunities to:
- 20.1 create a core area to support transit and high occupancy vehicle use;
 - 20.2 allow/encourage all types of transit facilities (transit centers, bus pullouts, etc.) within centers; and
 - 20.3 establish incentives for developers to provide transit and transportation demand management supportive amenities.
21. Allow on-street parking within centers in order to narrow the streetscape, provide a buffer between moving traffic and pedestrians, and provide common parking areas.
22. Provisions for non-motorized transportation shall be provided, including but not limited to:
- 22.1 bicycle-friendly roadway design;
 - 22.2 wider outside lane or shared parking/bike lanes;
 - 22.3 bike-activated signals;
 - 22.4 covered, secure bicycle parking at all places of employment;
 - 22.5 bicycle racks; and



1
2 22.6 pedestrian pathways.

3
4 *Implementation Strategies*

5
6 23. Jurisdictions should consider incentives for development within Centers such as:

7
8 23.1 streamlined permitting;

9
10 23.2 financial incentives;

11
12 23.3 density bonuses or transfer of development rights;

13
14 23.4 ~~master EISs to address environmental issues in advance of project proposals~~
15 ~~using SEPA Planned Action provisions to streamline environmental review~~
16 ~~by conducting environmental analysis during planning and providing permit~~
17 ~~applicants and public with more certainty of how impacts will be addressed;~~
18 and

19
20 23.5 shared mitigation such as stormwater detention and joint parking.

21
22 24. ~~Centers~~ ~~The hierarchy of centers~~ shall be given priority consideration ~~one criteria~~
23 ~~used to prioritize~~ for that portion of countywide and regional funding distribution
24 oriented for ~~toward~~ urban transportation improvements.

25
26 **METROPOLITAN CENTER**

27
28 *Vision*

29
30 25. Metropolitan Centers function as anchors within the region for a high density mix of
31 business, residential, public, cultural and recreational uses, and day and night
32 activity. They are characterized by their historic role as the central business districts
33 and regional centers of commerce. Metropolitan Centers may also serve national or
34 international roles.

35
36 *Design*

37
38 26. Metropolitan Centers shall plan for a development pattern that will provide a
39 successful mix of uses and densities that will efficiently support high capacity transit
40 and shall ~~plan to~~ meet the following criteria:

41
42 26.1 a minimum of 50 employees per gross acre of non-residential lands;

43
44 26.2 a minimum of 15 households per gross acre;

45
46 26.3 a minimum of 30,000 employees; and

47
48 26.4 not exceed a maximum of 1-1/2 square miles in size.



1
2 *Transportation, Parking and Circulation*

- 3
4 27. Metropolitan Centers shall be planned to have fast and frequent high capacity transit
5 and other forms of transit.

6
7 **URBAN REGIONAL GROWTH CENTER**

8
9 *Vision*

- 10
11 28. Urban **Regional Growth** Centers are locations which **that** include a dense mix of
12 business, commercial, residential and cultural activity within a compact area. Urban
13 **Regional Growth** Centers are targeted for employment and residential growth, **and**
14 **provide** excellent transportation service, including fast, convenient high capacity
15 transit service, as well as investment in major public amenities.

16
17 *Design*

- 18
19 29. Urban **Regional Growth** Centers will **shall** plan for **and to** meet the following
20 criteria:

21
22 29.1 a minimum of 25 employees per gross acre of non-residential lands; **and**

23
24 29.2 a minimum of 10 households per gross acre; **and/or**

25
26 29.3 a minimum of 15,000 employees; and

27
28 29.4 not to exceed a maximum of 1-1/2 square miles in size.

29
30 *Transportation, Parking and Circulation*

- 31
32 30. Urban **Regional Growth** Centers **shall plan to** have fast and frequent high capacity
33 transit, as well as other forms of transit.

34
35 **TOWN COUNTYWIDE CENTER**

36
37 *Vision*

- 38
39 31. **Town Countywide** Centers are local focal points where people come together for a
40 variety of activities, including business, shopping, living and recreation. These
41 centers may include the core of small to medium-sized cities and may also be
42 located in unincorporated areas. Often **Town Countywide** Centers include a strong
43 public presence because they are the location of city hall, main street, and other
44 public spaces.



1 *Design*

2
3 32. Town ~~Countywide~~ Centers will ~~shall~~ be characterized by a compact urban form that
4 includes a moderately dense mix of locally-oriented retail, jobs and housing that
5 promotes walking, transit usage and community activity.

6
7 32.1 Town ~~Countywide~~ Centers will ~~shall~~ be developed at a higher density than
8 surrounding urban areas to take advantage of connecting ~~transit~~ centers.

9
10 32.2 ~~s~~Small scale forms of intensification such as accessory housing units and
11 development of vacant lots and parking lots help achieve the qualities of
12 centers while preserving neighborhood character.

13
14 33. Town ~~Countywide~~ Centers shall plan for a development pattern that will provide a
15 successful mix of uses and densities that will efficiently support transit. Each Town
16 ~~Countywide~~ Center shall ~~plan to~~ meet the following criteria:

17
18 33.1 a minimum of 15 employees per gross acre of non-residential lands;

19
20 33.2 a minimum of 7 households per gross acre;

21
22 33.3 a minimum of 2,000 employees; and

23
24 33.4 not to exceed a maximum of 1-1/2 square miles in size.

25
26 *Transportation, Parking and Circulation*

27
28 34. At a minimum, Town ~~Countywide~~ Centers will ~~shall plan to~~ be served by public
29 transit and/or ferries which connect them to other centers, ~~surrounding residential~~
30 ~~communities~~, and to the regional high capacity transit system. ~~In some instances,~~
31 Town ~~Countywide~~ Centers may ~~should~~ have direct connections to high capacity
32 ~~local and regional~~ transit hubs.

33
34 **MANUFACTURING/INDUSTRIAL CENTER**

35
36 *Vision*

37
38 35. Manufacturing/Industrial Centers shall be locally determined and designated based
39 on the following steps:

40
41 35.1 consistency with specific criteria for Manufacturing/Industrial Centers
42 adopted within the Countywide Planning Policies;

43
44 35.2 consideration of the Center's location in the county and region, especially
45 relative to existing and proposed transportation facilities;

46
47 35.3 consideration of the total number of Manufacturing/Industrial Centers in the
48 County that are needed over the next twenty years based on projected need



1 for manufacturing/industrial land to satisfy regional projections of demand
2 for manufacturing/industrial land uses;

3
4 35.4 environmental analysis which shall include demonstration that the
5 jurisdiction is capable of concurrent service to new development; and

6
7 35.5 adoption within the jurisdiction's comprehensive plan of the center's
8 designation and provisions to ensure that job growth targeted to the
9 Manufacturing/Industrial Center is achieved.

10
11 *Design*

12
13 36. Manufacturing/Industrial Centers shall be characterized by the following:

14
15 36.1 clearly defined geographic boundaries;

16
17 36.2 intensity of land uses sufficient to support alternatives to single-occupancy
18 vehicle use;

19
20 36.3 direct access to regional highway, rail, air and/or waterway systems for the
21 movement of goods;

22
23 36.4 provisions to prohibit housing; and

24
25 36.5 identified transportation linkages to high density housing areas.

26
27 37. Provisions to achieve targeted employment growth should include:

28
29 37.1 preservation and encouragement of the aggregation of vacant land parcels
30 sized for manufacturing/industrial uses;

31
32 37.2 prohibition of land uses which are not compatible with
33 manufacturing/industrial, manufacturing/industrial supportive, and advanced
34 technology uses;

35
36 37.3 limiting the size and number of offices and retail uses and allowing only as
37 an accessory use to serve the needs of employees within centers; and

38
39 37.4 reuse and intensification of the land.

40
41 *Transportation, Parking and Circulation*

42
43 38. Transportation network within Manufacturing/Industrial Centers should provide for
44 the needs of freight movement and employees by ensuring a variety of transportation
45 modes such as transit, rail, and trucking facilities.
46



1 39. The transportation system within Manufacturing/Industrial Centers shall be built to
2 accommodate truck traffic and acceleration. Review of projects should consider the
3 infrastructure enhancements such as:

4
5 39.1 turn lanes and turn pockets to allow turning vehicles to move out of through
6 traffic lanes;

7
8 39.2 designing turn lanes with a width to allow freight vehicles to turn without
9 interrupting the flow of traffic in other lanes;

10
11 39.3 designing the far side of intersections with acceleration lanes for trucking
12 vehicles and heavy loads to facilitate traffic flow;

13
14 39.4 constructing climbing lanes where necessary to allow for slow moving
15 vehicles; and,

16
17 39.5 providing off-street truck loading facilities to separate goods loading and
18 unloading; and

19 ~~39.6 arterial grade separations with rail freight and designation of Heavy Haul~~
20 ~~corridors or truck only lanes.~~

21
22 40. ~~To facilitate traffic flow in the communities surrounding Manufacturing/Industrial~~
23 ~~Centers, truck delivery hours should be established.~~

24
25 *Implementation Strategies*

26
27 41. All jurisdictions will support transportation capital improvement projects which
28 support access and movement of goods to Manufacturing/Industrial Centers.

29
30 42. Jurisdictions having a designated Manufacturing/Industrial Center shall:

31
32 42.1 plan for and fund capital facility improvement projects which support the
33 movement of goods;

34
35 42.1.2 coordinate with utility providers to ensure that utility facilities are available
36 to serve such centers;

37
38 42.1.3 provide buffers around the Center to reduce conflicts with adjacent land
39 uses;

40
41 42.1.4 facilitate land assembly; and

42
43 42.1.5 assist in recruiting appropriate businesses; and

44
45 41.6 ~~encourage employers to participate in a commute trip reduction program.~~



July 16, 2008

**MEMORANDUM
For Meeting of July 22, 2008**

TO: Mayor and Council Members
THROUGH: Steve Worthington, City Manager
FROM: Jim Reinbold, Assistant City Manager
SUBJECT: Lodging and Tax Advisory Committee Appointment

REPORT IN BRIEF: The Lodging and Tax Advisory Committee (LTAC) is formed for the purpose of recommending the distribution of funds received from the Hotel/Motel tax levied through the state. Membership on this committee must have a contributor (hotelier/motelier) and a User of the funds. The membership must be of equal representatives with a local elected official chairing the committee.

BACKGROUND: The State has levied certain requirements for the use of Hotel/motel tax funds. The expenditure of these funds must be reviewed by the LTAC and recommendations made to the City Council for approval. Council can make any changes it feels necessary or simply accept the recommendation. As explained in the preceding paragraph, appointments must be made for equal representation. The council needs to appoint members to this committee on an annual basis.

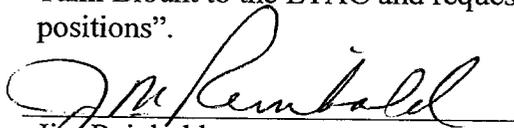
DISCUSSION: The LTAC has been working for the past two years with different members making up the committee. Applications have been requested for positions on this committee and Marketing Coordinator Laurel Potter has been soliciting these applications. We have received one application thus far from Tami Blount from the TRCVB. Tami is the Executive Director of TRCVB and is a user of the funds. Laurel will continue to solicit for open positions on the committee and bring them to Council for appointment.

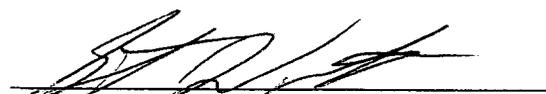
FISCAL IMPACT: None.

ALTERNATIVE COURSES OF ACTION:

- 1) Approve and appoint Tami Blount as a member of the committee.
- 2) Reject application and solicit further prospects.
- 3) Appointment Tami Blount as a member of the committee and solicit other applications to be brought to Council for approval or rejection.

RECOMMENDATIONS: Appoint Tami Blount to the LTAC Board and continue to solicit other applications for open positions. Motion – “I move for the appointment of Tami Blount to the LTAC and request staff to further solicit other applications for open positions”.


Jim Reinbold
Assistant City Manager


Approved for Agenda:
Steve Worthington, City Manager