

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

**FIFE CITY COUNCIL
AGENDA**

Date: March 24, 2009
Ord.
Res. #1293, 1294, 1295

- 6:00 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: March 3, 2009 Council Meeting
March 10, 2009 Council Meeting
- b. Approval of Vouchers:
Payroll: #45476 - 45512
Claim: #75502 - 75670
6. SPECIAL PRESENTATIONS
- 7:15 a. Park Appreciation Day Proclamation (Reuter)
- 7:30 b. Arbor Day Proclamation (Reuter)
- 7:45 c. Trade Show Prize Drawing (Potter)
- 7:55 7. COUNCIL DELEGATE REPORT
8. PUBLIC HEARING
- ORDINANCES AND RESOLUTIONS
9. ORDINANCES:
- RESOLUTIONS:
- 8:10 a. #1293 Approving ILA w/Pierce County Library District (Worthington)
- 8:25 b. #1294 Authorize City Manager to Enter into an Agreement with Pierce Conservation District (Durham)
- 8:40 c. #1295 Approve 2nd Amend with Pierce County for Sanitary Sewer Service (Blount)
10. NEW BUSINESS
- 8:50 11. CITY MANAGER REPORT

12:23:31 PM 3/19/2009

**FIFE CITY COUNCIL
STUDY SESSION
MINUTES**

5A

**Fife City Hall
Council Chambers**

**Date: March 3, 2009
Time: 7:00 p.m.**

EXECUTIVE SESSION **Mayor Pro Tem Brooks convened an executive session at 6:00 p.m. for the purpose of Real Estate RCW 42.30.140 for approximately 55 minutes.**

ADJOURNMENT **Mayor Pro Tem Brooks adjourned the executive session at 6:55 p.m.**

**CALL TO ORDER AND
ROLL CALL** Mayor Pro Tem Brooks called the study session of the Fife City Council to order at 7:03 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, Finance Director Steve Marcotte, Police Chief Brad Blackburn, Public Works Director Russ Blount, Parks, Recreation & Community Services Director Kurt Reuter, Administrative Assistant Andrea Richards, Assistant City Engineer Ken Gill, Financial Analyst Dave DeGroot, and Recording Secretary Valerie Gow.

**PLEDGE OF
ALLEGIANCE** Mayor Johnson led the pledge of allegiance.

**CHANGES, ADDITIONS,
OR DELETIONS TO
THE AGENDA** There were no changes, additions, or deletions to the agenda.

STUDY SESSION

**Brookville Gardens Park
Design Revisions** Director Reuter referred to the joint meeting discussion between the Council and the Parks Board on the Brookville Gardens design presentation and the direction to staff and the consultant to pursue more options in three areas:

- Additional graphics or interpretative signs along the creek
- Provide several design alternatives for building exterior and benches
- Provide an agriculture theme associated with the playground area

Director Reuter reported that based on costs associated with the graphics and interpretative signs City Manager Worthington and staff recommends not moving forward on that item.

Director Reuter introduced Mat Bergman, Project Manager, BCRA. Mr. Bergman presented several illustrations of building exterior materials consisting of board form concrete and fieldstone. He presented photos of the two materials in different types of applications. The large shelter was changed somewhat to better conform to the site plan as well as increasing the size. An additional stall was added to each restroom as well.

Councilmember Godwin asked whether texture can be added to board form concrete. Mr. Bergman said that particular board form resembles a natural wood grain.

Councilmember Cerqui said he believed the direction from Council didn't include any walls on the shelter. He suggested forming a subcommittee to review gabion walls.

Councilmember Hull inquired about the difference in costs between the board form and field stone. Mr. Bergman said fieldstone is more expensive than board form concrete.

Mr. Bergman clarified that for the shelter, the wall and translucent panels provides separation and privacy from the park, as well as a windbreak. He said he believed the Council wanted to maintain that level of separation between the park and the shelter. The board form concrete is three-feet high.

Councilmember Roscoe said she likes the application of fieldstone on the benches and the walls, as well as the half wall concept for allowing light into the shelter. She asked whether the fieldstone application enables variance in the size of the stones as well as the amount of mortar between the stones. Mr. Berman confirmed there is the capability of different joint widths by using larger/smaller stones or more/less mortar.

Councilmember de Booy said she appreciates the improved designs and prefers fieldstone. She asked about areas where the Council could view a similar application. Mr. Bergman said fieldstone applications can be viewed on many residential homes. Councilmember de Booy said her second choice is concrete blocks with texture followed by board form concrete.

Mayor Johnson asked whether cinder block is an option for the wall. Mr. Bergman affirmed it is one of the options, but believed the Council tended to favor fieldstone. The split based CMU is stacked with mortar. Mayor Johnson asked whether there is information available about the difference in cost between the board form and fieldstone. Mr. Bergman advised that all the choices will have similar costs with the fieldstone somewhat more expensive because of additional labor and material costs. Mayor Johnson said he doesn't favor the board form wall because of issues associated with graffiti. Mayor Johnson said his preference is factored on cost.

Councilmember Cerqui said he prefers the cinder block option.

Mayor Pro Tem said it appears a majority of the Council prefers fieldstone.

Chris Cain, Landscape Architect, Valerian, displayed several design samples of bench alternatives of a wood cap with a CMU block base, fieldstone base, textured precast concrete block base, or a board form concrete base. It appears

the Council's direction is to use fieldstone as the base.

Councilmember Roscoe asked about the durability of the wood cap. Mr. Cain said the cap is made from Brazilian wood which is non-porous and nearly impossible to vandalize or mark.

Mr. Cain reviewed an illustration of the playground plan with an agriculture theme designed into the play equipment incorporating features of barns and silos and the internal highlights of barns. The play equipment resembles a skeleton of a barn with a barn roof element and silo features. The larger play area includes a corral element.

Councilmember Godwin agreed the revised plan represents a better design. He asked about the theme of another play area. Mr. Cain said it will include an element for viewing the train and includes an elevated platform. The area is located in the southwestern portion of the park.

Councilmembers agreed the proposal represents a better design.

Mayor Pro Tem Brooks advised staff to proceed with the design based on the feedback and majority approval of the Council to include:

- Proceed with fieldstone for shelter walls/restrooms.
- Include agriculture elements in play equipment as presented
- Proceed with fieldstone for benches.

Director Reuter reported staff will revise the timeline and incorporate the feedback within the design work.

City Manager Worthington acknowledged the design team for not assessing an additional charge to the City for providing the presentation.

Fife Municipal Code for Bus Conduct

Police Chief Blackburn reported on efforts for local jurisdictions to adopt similar regulations for enforcement and prosecution of unlawful bus conduct. He introduced Pierce Transit Public Safety Chief Baker, who described the problems associated with the transit system traveling through many different jurisdictions that have adopted more specific ordinances to address unlawful bus conduct creating different rules and regulations and making it more difficult for the agency to enforce and prosecute, and in some cases, creating two competing statutes. The intent is to have all jurisdictions adopt the same rules and regulations to enable easier enforcement and prosecution, as well as providing consistency and better service to passengers.

Police Chief Blackburn reviewed a copy of the sections of the ordinance with the proposed changes and addressed questions from the Council.

Councilmember Godwin asked whether most of the issues are covered by local

and state laws. Chief Baker said there is no specific statute addressing transit specifically; however, there are ordinances. Councilmember Godwin said he's not necessarily opposed but there is too many laws now and his concern is with the enforcement aspect. Chief Baker confirmed that there is active enforcement of laws. Since the law was changed in Tacoma, it provided police officers with the authority for enforcement action, which has had an impact.

Mayor Johnson questioned whether the issue driving the effort relates to smoking or expanding the authority to deal with conduct on buses. Chief Baker replied that as the agency continues its efforts to standardize ordinances, buses often travel through several jurisdictions creating situations between jurisdictions involving enforcement action. Often it's a matter of jurisdictions pushing enforcement off to another jurisdiction creating inconsistencies in the system. Mayor Johnson noted that state laws governing bus behavior is posted inside buses. He questioned whether the agency has the authority to remove passengers from buses. Chief Baker said the agency has no court system to pursue legal action. Police Chief Blackburn added that jurisdictions are dealing with the problems and that standardized rules and regulations across all jurisdictions provide police agencies with the tools and consistency required to effectively handle those situations.

Mayor Pro Tem Brooks asked whether standardization can assist in curtailing gang activities. Chief Baker affirmed that enforcement has occurred especially at bus shelters. Police Chief Blackburn said during winter months, bus shelters often are used as homes for transients as well as for prostitution.

The Council agreed to move the matter forward for consideration.

Wapato Creek Restoration Standards

City Manager Worthington reported the proposal is to develop standards for restoration of Wapato Creek. The proposal is development of a design template for Wapato Creek for use by the City to provide consistent design guidance for private developers and City-sponsored projects. Natural Systems Design has been asked to prepare a proposal. The project would involve two phases. The first phase involves fieldwork with City staff to review existing conditions along Wapato Creek and categorize different segments of the creek into groups with similar existing constraints and opportunities. The focus is on maximizing opportunities for instream habitat and enhancement of the riparian corridor with stream buffers during the course of development. The second phase involves development of the templates.

City Manager Worthington identified areas of opportunity based on pending development involving the Freeman Road project, Benaroya project, Stowe/Coldwater Creek, Valley Avenue, and Brookville Park. Areas located downstream are highly developed. The proposal does not include those areas.

Cost of the proposal is estimated at \$7,240. The Council could either adopt a policy action or potentially add it to the City's regulatory framework.

Councilmember Roscoe asked for identification of the affected areas of the creek. City Manager Worthington identified the areas that would be involved. Councilmember Roscoe inquired about the Tribe's participation or contribution. City Manager Worthington said he's unsure whether the Tribe's involvement would be feasible given the timeframe involved. However, staff can contact the Tribe to ascertain the Tribe's interest.

Councilmember Godwin agreed the areas of the proposal should be identified within the template. He supported working with consultant and spending the funds on the effort.

Councilmember de Booy agreed the program is worthwhile. However, the areas should be defined. She asked how variables along the creek will be factored in the templates. City Manager Worthington advised that four to six areas will be identified along the creek with similar commonalities for developing the templates.

Councilmember Hull asked whether the proposal is included within the budget. City Manager Worthington advised that the funds could be from the Council's discretionary funds. Councilmember Hull questioned whether the proposal is necessary this year given the budget problems the City is facing.

Councilmember Cerqui expressed some concerns about how the templates may not adequately address specific areas of the creek and how the standards might apply downstream if areas redeveloped. It's not necessarily fair to force the standards on some landowners who have not developed upstream while not applying the standards to downstream landowners. City Manager Worthington advised that one approach is to begin the effort to ascertain its effectiveness and then proceed from that point.

Councilmember Cerqui asked whether the proposal will establish some perimeters for buffering. City Manager Worthington said the focus is not regulatory at this time and is geared more for in-water restoration efforts.

Mayor Johnson shared information on Natural Systems Design and how the company was established. The cost is very reasonable. He suggested the City will need to review its Critical Areas Ordinance and buffer requirements. The information will assist in that effort.

Councilmember Godwin spoke in support of the proposal because of the opportunity available to the City at this time to establish some standards.

Mayor Pro Tem Brooks suggested development is the key word, but that it does need to be fair and equitable along the entire creek. He acknowledged the concerns expressed about the budget and suggested the effort should start sooner rather than later. He suggested halting the Brookville Gardens creek

design work and incorporating the proposal to avoid duplication of efforts. Mayor Johnson agreed. Councilmember Roscoe expressed interest in the status of the Brookville Gardens stream design at this point.

Director Reuter reported the consultants are still working on incorporating the suggestions from the Council on storage capacity, fish passage, and other issues. He suggested it would be beneficial to consider the proposal in conjunction with the Brookville Gardens stream design because it will impact the entire Wapato Creek corridor. One issue that might pose the most problem is the timing of the permits if there were significant design revisions. In-water permits can take substantial time to obtain.

The Council agreed to stall the Brookville process to the extent possible without detrimentally impacting the permit process and proceed with the proposal.

Fountain Memorial Plaques

City Manager Worthington reported in 1989, the Council established policy for placement of memorial plaques on the Fountain Memorial. No additional names have been added in the last decade. He asked whether staff should develop a process for selection of names to place on the fountain.

Councilmember de Booy inquired about space limitations. City Manager Worthington suggested staff could address the issue as part of the process. Councilmember de Booy expressed support for the proposal but questioned whether there is an unresolved issue pertaining to the relocation of the fountain.

Councilmember Cerqui asked whether there has been any recent interest in adding names. City Manager Worthington affirmed that there has been interest.

Mayor Johnson recommended supporting the request and referring the matter to the Parks Board to develop criteria.

City Manager Worthington said he believes the relocation issue was resolved at the time the Council considered options.

Councilmember Roscoe expressed support for the proposal.

Councilmember de Booy said she doesn't believe there was a consensus of the Council on the placement of the fountain and prefer relocating the fountain to a more preferable location. City Manager Worthington said when the Council was informed the relocation would cost \$50,000, the Council elected not to move the fountain.

Mayor Pro Tem Brooks supported moving forward in creating a policy, but the guidelines should be strict and thought should be invested in developing the proper criteria.

**Valley Avenue
Construction Phasing,
Detours & Impacts**

Director Blount requested guidance on several key issues for Phase 1 of the 70th and Valley Corridor project:

1. Road closure restricted one-way traffic, or no closure
2. Early completion incentive pay
3. Work hours, including potential to revise noise control ordinance and require night work
4. Provision for electrical services for decorative holiday lighting
5. Deferral of illumination system
6. Deferral of street trees
7. Deferral of top lift of asphalt

Director Blount and the Council discussed each item individually and offered the following comments and concerns based on answers and additional information from Director Blount and City Manager Worthington:

- Proposal is road closure on Valley Avenue to through traffic with local access only. Closure results in \$1 million savings.
- Currently, the project is \$3.5 million short for project design. Many of the key issues are options to consider for cost savings. Project also includes approximately 1,000 feet on 70th.
- There was some opposition against incentive pay, especially in terms of the current economy. Evening work should also be allowed.
- Important to publicize road closure and detour information.
- Washington State Department of Transportation (WSDOT) refuses to allow signs on Meridian and SR 167. The Council encouraged staff to continue approaching WSDOT about signage.
- Concerns with increased truck traffic on City streets. Work to keep truck traffic off Freeman Road.
- Suggestion for Council subcommittee to work on limiting thoroughfare traffic.
- Suggestion to prohibit truck traffic on 70th except to local trucks.
- Advance notification and proper planning is important for a successful project.
- Need to provide drivable routes for trucks.
- Concerns about trucks on Levee Road – it's not an option.
- Installation of decorative holiday lighting is not included in the budget.
- Director Blount reviewed cost savings associated with illumination but cautioned that the grant is contingent upon completion of a finished road and the City would need to demonstrate the ability to pay.
- Undergrounding cost is approximately \$2 million. If the City decided against undergrounding utilities, the City would incur costs because of the design costs incurred by PSE for undergrounding the project. Undergrounding is a lifetime decision.
- May be able to reduce engineering fees of \$2.5 million by substituting City staff.

- Councilmember Cerqui supported installation of water stub lines.
- Estimate prepared by consultant may not necessarily reflect today's market conditions.

The Council provided the following direction:

1. The Council supported 50-day road closure with local access and improved detour routes provided by staff. Night closure okay north of Valley or south of Valley but not concurrently.
2. The Council was not supportive of early completion incentive pay.
3. The Council supported allowing night work on 70th.
4. The Council supported revising noise control ordinance and allowing night work on Valley Avenue during the 50-day road closure.
5. The Council supported undergrounding of franchise utilities.
6. The Council supported holiday lighting at the intersection of 70th and Valley based on the availability of funds.
7. The Council did not support additional intersection improvements to facilitate future traffic.
8. The Council supported installation of irrigation stubs based on funding availability.
9. The Council supported not deferring the final lift of asphalt.
10. The Council supported installation of street trees.
11. The Council supported installation of illumination.

Councilmember Hull questioned why the discussion needed to occur for a Council policy decision if there is a strong belief that the City has sufficient funds for the project. City Manager Worthington said the Council rendered an earlier decision resulting in cost savings of \$1 million, which was a key piece. Staff believes savings can be achieved in construction management, but the City is still on paper, \$3.1 million short. Director Blount said one issue is the consultant using historic figures. The City needs to work with the consultant on an official budget so that WSDOT will authorize the City to advertise bids.

City Manager Worthington reviewed some budgeting options, such as deferring some work to achieve savings as well and allocating some funds from the red light program or using some funds from utility tax revenues to fill some gaps.

Councilmembers shared their preferences on specific elements to pursue or delay.

Mayor Pro Tem Brooks commented on the process and the necessity of hiring consultants. Engineering firms often don't have the resources to review current market conditions. One example of the changing marketplace is the recent drop in asphalt prices of 15%. He said although he's confident the estimate is on the high side, he doesn't believe the consultant has done anything improper.

**UPCOMING COUNCIL
AGENDAS**

agendas are light providing an opportunity for the Council to use the March 24, 2009 meeting as a budget workshop to continue the 2010 budget discussion after a short business meeting.

ADJOURNMENT

Mayor Pro Tem Brooks adjourned the meeting at 9:52 p.m.

Butch Brooks, Mayor Pro Tem

Steve Marcotte, City Clerk/Finance Director

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

**FIFE CITY COUNCIL
REGULAR MEETING
MINUTES**

**Fife City Hall
Council Chambers**

**Date: March 10, 2009
Time: 7:00 p.m.**

EXECUTIVE SESSION **Mayor Johnson convened an executive session at 6:00 p.m. for the purpose of Real Estate RCW 42.30.140 for approximately 80 minutes.**

ADJOURNMENT **Mayor Johnson adjourned the executive session at 7:19 p.m.**

**CALL TO ORDER AND
ROLL CALL** Mayor Johnson called the regular meeting of the Fife City Council to order at 7:20 p.m. with the following Councilmembers present: Richard Godwin, Glenn Hull, Butch Brooks, Barry Johnson, Rob Cerqui, and Kim Roscoe.

Excused absence: Councilmember Nancy de Booy.

Staff present: City Manager Steve Worthington, Assistant City Attorney Greg Amann, Finance Director Steve Marcotte, Police Chief Brad Blackburn, Public Works Director Russ Blount, Parks, Recreation & Community Services Director Kurt Reuter, Acting Community Development Director Carl Durham, Assistant Public Works Director Ken Gill, Administrative Assistant Andrea Richards, Financial Analyst Dave DeGroot, and Recording Secretary Valerie Gow.

**PLEDGE OF
ALLEGIANCE**

Councilmember Brooks led the pledge of allegiance.

**CHANGES,
ADDITIONS OR
DELETIONS TO
AGENDA**

There were no changes to the agenda.

Mayor Johnson reported on the recent death of Joe Rozenski, a long-time Fife resident, former Mayor, and Councilmember. Mayor Johnson recalled some fond memories of serving with Mr. Rozenski on the Council. Mr. Rozenski also served on the City's Planning Commission.

A moment of silence was observed for Mr. Rozenski.

Councilmember Cerqui added that Mr. Rozenski will be sorely missed in the community.

CITIZENS COMMENTS **Mike Seeger, Fife Flowers and Gifts, 1504 54th Avenue East**, referred to the successful February Mayor's Forum, which was hosted at Fife Flowers and Gifts. Mr. Seeger reviewed the status of the locomotive, which was purchased by the City. Work continues on the website as well as work on the caboose for placement at the Fife Historical Museum by Saturday, October 3, 2009, in time for the Fife Harvest Festival. Mr. Seeger said he and several other individuals are visiting Snoqualmie to view some railroad restoration work to draw on some ideas for restoring the caboose. He has also been working on the Fife/Milton Daffodil Float for the April 4, 2009 Daffodil Parade. Mr. Seeger

spoke in support of the proposed agreement between the City and American Fast Freight.

Ray Stracker, 2422 Berry Lane East, referred to the March 3, 2009 Council meeting discussion on the restoration of Wapato Creek. He asked for several clarifications regarding the restoration and whether the City plans to terminate the Frank Albert trail behind his home and other homes as well as ending work on the Pumpkin Patch Park located at the end of David Court. He asked about assurances the David Court neighborhood will receive that the trail will not continue behind the homes and what assurances residents have that the City will inform them that the trail will move forward. He commented on his and his neighborhood's efforts to have a berm and fence placed behind the homes prior to the construction of the industrial complex behind the subdivision. Residents are just as concerned about security and safety as they were when the industrial complex was built. He asked for assurances from the City in writing.

Carole Sue Braaten, 2410 Berry Lane East, referred to the restoration project and asked whether the project is a component of the RCW overseeing ditch maintenance which affords the City ingress and egress to the ditch or whether the City plans to restore the creek to historical conditions prior to statehood. Residents were not informed about the Frank Albert Trail and that no one received notification that the trail was being constructed. Residents have a right to know when the City constructs a trail behind their homes. She asked for the City's definition of restoration.

Mayor Johnson reported the City has no current plans for Pumpkin Patch Park. The park is included in the Parks and Recreation Plan as a future park. However, there are no development plans at this time. Trails are identified in the Parks and Recreation Plan, which was subject to several public hearings. If the City moves forward, there will be more opportunities for public comments.

CONSENT AGENDA

- a. Approval of Minutes: February 24, 2009 Council Meeting
- b. Approval of Vouchers:
Payroll: #45429 – 45475 \$539,853.94
Claims: #75317 – 75501 \$930,066.40
- c. Set a Special Meeting for March 17, 2009 Study Session.

Motion

Councilmember Cerqui moved, seconded by Councilmember Roscoe, to approve the consent agenda as published. Motion carried.

COUNCIL DELEGATE REPORT

Councilmember Godwin reported on his attendance to the Rainier Communications Advisory Committee meeting. Some changes are anticipated in the near future as well as opportunities the City should investigate in terms of the City's televised meetings. Work continues on the Daffodil float. He invited volunteers to join the effort on April 3, 2009 at 6:00 p.m. to put daffodils on the

float.

Councilmember Brooks attended the monthly RAMP meeting. Department of Transportation Secretary Paul Hammond was a speaker on various projects for federal stimulus funds in Pierce County. The HOV project on I-5 from the King County boundary to the Port of Tacoma is funded. Members also discussed the department's decision not to install sound walls along I-5. He shared information with Ms. Hammond on the need for funds for right-of-way acquisition for the SR 167 project.

Councilmember Roscoe is scheduled to attend the Zootrek Advisory Board meeting on Wednesday, March 11, 2009 at the Metro Parks building.

Mayor Johnson reported the next Mayor's Forum is on March 19, 2009.

ORDINANCES AND RESOLUTIONS

RESOLUTIONS

#1289; Award Contract with AHBL for Freeman Road Reconstruction Design

Motion

Councilmember Cerqui moved, seconded by Councilmember by Councilmember Roscoe, to approve Resolution #1289; Award Contract with AHBL for Freeman Road Reconstruction Design.

City Clerk/Finance Director Marcotte read the title of Resolution #1289:

A Resolution of the City Council of the City of Fife, Pierce County, Washington, authorizing execution of a contract with AHBL, Inc. for professional engineering and associated services for a Phase 1 Feasibility Analysis for the improvement and reconstruction of Freeman Road East from 20th Street East to the Union Pacific Railroad.

Director Blount reported the City advertised for consultant firms and received submittals of statements of qualifications from 10 firms. Staff selected four teams for interviews and selected AHBL as the most qualified firm. Staff recommends approval of the resolution.

Councilmember Godwin questioned the total cost for engineering the project. Director Blount reported the total engineering costs associated with the project is approximately \$2 million. The project is complex with a total budget of approximately \$13 million involving three wetland crossings, designing a mitigation site, and other project specifications to include retaining walls and

traffic control on 20th as well as on Valley Avenue. The proposed fee of \$683,971 is included in the total project cost.

Councilmember Brooks asked about the percentage of design completed under the contract. Director Blount reported the design will be completed at approximately 30% for making decisions on costs, determining the level of environmental mitigation, and undertaking value engineering. The design will attain a logical first step for project decisions moving forward.

Councilmember Cerqui asked several questions, which were verified by Director Blount. Director Blount said some decisions will be addressed by the Council prior to the work proceeding. Councilmember Cerqui asked whether traffic counts for turning lanes is included in the study. Director Blount said a separate Citywide traffic modeling exercise process was completed in 2008 with an update scheduled that will address that issue. The City's standard street section is a three-lane section. If the City reduced or eliminated the center turn lane, staff would need to determine the size of the turn pocket that is needed to build it with asphalt instead of just paint.

Mayor Johnson asked staff to consider other landscaping alternatives for planter strips. He inquired as to why the information indicates an Environmental Impact Statement (EIS) is not required if the project involves three stream crossings. Director Blount reported the City underwent a full NEPA process for Valley Avenue when 100 feet of the stream was relocated. There was no EIS for that project. However, a documented Category Exemption (CE) was pursued. An EIS is generally not required because of the conversion of a culvert to a fish passable culvert, which is a studied process that falls under the CE, which is similar to a nationwide permit or a baseline permit recognizing that type of work as beneficial based on the category of the work.

Motion

Motion carried unanimously.

**#1290; Authorize
Agreement for Settlement
of Holt Property**

Motion

Councilmember Cerqui moved, seconded by Councilmember Roscoe, to approve Resolution #1290; Authorize Agreement for Settlement of Holt Property.

City Clerk/Finance Director Marcotte read the title of Resolution #1290:

A Resolution of the City Council of the City of Fife, Pierce County, Washington, approving a settlement agreement with Anna and Rich Holt regarding the condemnation of a slope easement by the City of fife for right of way purposes.

Director Blount reported the acquisition is one of the last remaining right-of-

way purchases that will allow the City to move forward with the Valley Avenue construction project. The Holt's have agreed to the proposed settlement amount of \$38,500 to address impacts to their home. Staff recommends approval of the resolution.

Motion

Motion carried unanimously.

**#1291; Authorize
Agreement for Settlement
of Cerqui Property**

Councilmember Cerqui recused himself and left the meeting.

Motion

Councilmember Roscoe moved, seconded by Councilmember Brooks, to approve Resolution #1291; Authorize Agreement for Settlement of Cerqui Property.

City Clerk/Finance Director Marcotte read the title of Resolution #1291:

A Resolution of the City Council of the City of Fife, Pierce County, Washington, approving a settlement agreement with Robert Cerqui regarding the condemnation of property by the City of Fife for right of way and utilities.

Director Blount reported the resolution is a settlement agreement of \$245,000 addressing two separate parcels owned by Councilmember Cerqui. One is a home, which will be impacted by fill and the other is a rental property on the south side of Valley Avenue where the City will demolish the house and occupy a significant portion of the property for street and sidewalk. Approval of the agreement will result in only two outstanding agreements involving the state and another property owner. Staff recommends approval of the resolution.

Councilmember Hull commented that he is irritated by the proposed settlement because the property owners could have allowed the City the right of use and occupied the property for the phased work. The City could have potentially qualified for up to \$3.6 million in stimulus funds. The project was on the region's "A" list, but because of right-of-way issues, the City lost significant funding opportunities.

Councilmember Godwin referred to provisions included in the Holt agreement that are not included in proposed resolution. Assistant City Attorney Amann reported the same provision applies to Councilmember Cerqui's agreement. The Council will receive a copy of the agreement.

Motion

Motion carried unanimously.

**#1260 Authorize
American Fast Freight**

**Agreement –
Reconsideration**

Motion

Councilmember Roscoe moved, seconded by Councilmember Godwin, to approve Resolution #1260; Authorize American Fast Freight Agreement – Reconsideration.

Councilmember Cerqui returned to the meeting.

City Clerk/Finance Director Marcotte read the title of Resolution #1260:

A Resolution of the City Council of the City of Fife, Pierce County, Washington, approving stormwater detention agreement between Orbus Investments, LLC, and City of Fife.

Director Blount reported the agreement involves development of property at the east end of 45th Street East to include a retention pond on the site, which would be sized to the 1992 Department of Ecology (DOE) Stormwater Manual, as well as building a retention pond on property owned by the City of Fife approximately 1,000 feet south of the subject property for additional capacity to comply with the 2005 DOE Stormwater Manual, which is currently required by the City. Additionally, the pond will include capacity for development on City property and for the 48th Street Local Improvement District project.

Director Blount displayed a drawing of the project proposal and outlined how the proposal will enable the two ponds to work together. Staff is confident that the techniques proposed are in accordance with and adheres to all environmental practices. The improvement will improve the City's property without encumbering the property.

Councilmember Godwin commented positively on the sketch. He asked about the responsible party for building the observation deck. City Manager Worthington reported American Fast Freight/Orbus have agreed to provide the trail around the pond. However, there has been no discussion for the applicant providing the observation deck. American Fast Freight representative Bruce Brown was recently asked about the possibility of providing the observation deck.

Public Comment

Bruce Brown, Project Manager, Orbus Investments, LLC, reported the company is currently located at the Port of Tacoma and will be displaced because of renovation at the Port of Tacoma. Mr. Brown said he's not opposed to building an observation deck if the cost is reasonable.

Councilmember Godwin asked whether the proposal includes any provision to account for a hand-dug ditch in the area of the properties between 48th and American Fast Freight. Director Blount replied that as part of building the retention pond, American Fast Freight is relocating the Firwood ditch. Drains

will be provided on the south property line of the company. The area drains from the south to the north. Additionally, road drainage will be included as part of the Local Improvement District (LID), which will be collected along the road and conveyed to the pond and the main trunk line. Properties east of the LID will not see any improvements or assessed a charge but the drainage occurring from the ditch and the property line will be accommodated as part of American Fast Freight's construction project. Councilmember Godwin expressed some reservations about ensuring water from the ditch is conveyed properly.

Councilmember Brooks commented that American Fast Freight is constructing a sound berm along the south property line. South of the berm, there will be provisions to handle water that isn't handled by the 48th Street LID. Drains will be installed to enable properties to drain properly.

Assistant City Engineer Gill advised that the ditch will be improved by American Fast Freight. Councilmember Godwin said there are a number of properties that are affected. Assistant City Engineer Gill pointed out the location of the ditch on a map and noted the ditch will be piped under the berm.

Councilmember Hull reviewed four possible amendments to the proposal. Previously, there was a discussion for building a higher berm at 8 feet with a two to one slope. He asked whether Mr. Brown was agreeable to building the higher berm. Mr. Brown said that the request doesn't present any issue. Councilmember Hull asked about adding, "pervious paved" to the provision regarding the trail and adding "or such other location on the site as the City determines" with respect to the location of the pond. Mr. Brown said he doesn't have any issues with the request. The location of the pond can be moved.

Motion

Councilmember Hull moved, seconded by Councilmember Roscoe, to amend the motion by adding the following amendments:

- **In Section 4.2, replace "six feet high with a three to one slope" with eight feet high with a two to one slope."**
- **Under Section 4.3, add, "pervious paved" prior to "trail."**
- **Under Section 4.3, include an "observation deck."**
- **Under Section 4.3, include, "or such other location on the property as the City determines" at the end of the second sentence.**

Public Comment

Bruce Brown, American Fast Freight, reported the company is an employee-owned company with citizens from Fife and the surrounding area. The company in good faith organized and promoted the City's LID, which was passed. The LID has increased property values and will add revenue to the City. The park idea first arose when the City of Fife adopted the 2005 DOE Stormwater Manual midway through the company's project. Mr. Brown displayed pictures of a typical stormwater retention pond found on most

commercial sites. The company proposes to construct a park-like setting with gentle slopes, grassy open space, natural plantings, and a ready-to-use turnkey pond that can be incorporated into a larger park. The project is funded by private dollars, which will include the construction of the pond, plantings, and pervious walking path. Private funding of the retention pond will accommodate runoff for the 48th Street expansion as well as an additional 20 acres of stormwater retention. With stormwater capacity, the City of Fife can sell either the capacity or the property that might otherwise be undeveloped, or it could be used to enhance the City's property value. As part of the agreement, an eight-foot berm with a two to one slope will be constructed along the south property line for the benefit of the residential neighborhood south of the site. It is the company's desire to be a good neighbor. Not required by the agreement, plantings will include cypress trees every six feet along the south side of the property so that business activities will not impact the neighborhood. Dirt from the pond will be used to strengthen the levee. Orbus wants to continue to assist Fife in making Fife a good place to live and work for its citizens and businesses.

Motion

Motion carried on the amendment.

Motion

Motion carried on the main amended motion. Councilmember Cerqui opposed. Mayor Johnson abstained.

**#1292; Authorize
Agreement with PSE for
Schedule 74
Underground Conversion**

Director Blount referred to the Council's previous discussion to underground power as part of the 70th Avenue/Valley Avenue Corridor Project. To accomplish undergrounding, the City must work with Puget Sound Energy (PSE), a private utility regulated by Washington State. The tariff, "Schedule 74" defines the City's portion of costs for utility conversions. The project cost is \$833,400, which will be apportioned \$477,700 to PSE and \$355,700 to the City of Fife. The proposed resolution authorizes the City Manager to sign the agreement and commits the City to fund its apportioned share of the cost.

Motion

Councilmember Cerqui moved, seconded by Councilmember Roscoe, to approve #1292; Authorize Agreement with PSE for Schedule 74 Underground Conversion.

City Clerk/Finance Director Marcotte read the title of Resolution #1292:

A Resolution of the City Council of the City of Fife, Pierce County, Washington, authorizing execution of a contract with Puget Sound Energy for conversion of overhead electric distribution to underground along Valley Avenue East from 70th Avenue East to Freeman Road East and on 70th Avenue East near Valley

Avenue East.

Councilmember Cerqui inquired about the availability of a diagram of the vaults associated with the project. Director Blount reported a single diagram is not available of all the vaults, but information is available to show the location of all vaults. Most of the common vaults used for multiple customers are located in City rights-of-way. None of the properties the Council approved for acquisition earlier in the evening will have vaults.

Councilmember Cerqui said he's not opposed to the concept of undergrounding utilities, but in light of the downturn in the economy and the City's shortfall in revenue, there is an opportunity to save some funds, as the area is zoned commercial.

Director Blount responded to questions from Councilmember Brooks and affirmed the project is in conjunction with work on the roadway project. Councilmember Brooks inquired about a change order for 2009 labor rates. Director Blount reported the City has requested the information from PSE. The change has not been provided by PSE at this time. Councilmember Brooks asked whether PSE has committed to a timeframe to accomplish the work. Director Blount said there has been no commitment, but there is a statement about timeliness, which is not a confirmed schedule. PSE is dedicating two crews and will work continuously to complete the work.

Mayor Johnson asked staff to provide a copy of Chapter 12.16 of the Fife Municipal Code. He said he believes the Council committed to several routes in the City for undergrounding utilities and that any new development would be automatically undergrounded. Mayor Johnson said he doesn't believe the Council approved all undergrounding for any final street construction. Director Blount said he believes there was some discussion involving the Planning Commission. Ultimately, the code was never changed. The actual trigger occurs only when improvements require the relocation or movement of utilities.

Motion

Motion carried. Councilmember Cerqui opposed.

**CITY MANAGER
REPORT**

City Manager Worthington reported on the following:

- The February 27, 2009 teen activity night at Surprise Middle School was very successful with 120 students participating.
- Mr. Rozenski's funeral service is scheduled on March 14, 2009 at 9:00 a.m. A uniformed Fife Police Officer will attend the service representing the City in recognition of Mr. Rozenski's service to the City as Mayor, Councilmember, and Planning Commissioner.

**COUNCILMEMBER
COMMENTS**

Councilmember Roscoe requested staff provide a copy of the City's' written response to Mr. Stracker.

ADJOURNMENT

With there being no further business, Mayor Johnson adjourned the regular meeting at 8:30 p.m.

**RECONVENE TO
BUDGET RETREAT
WORKSHOP:**

Mayor Johnson convened the workshop at 8:39 p.m.

BUDGET WORKSHOP:

City Manager Worthington commented on the different and difficult circumstances facing the City this year in terms of establishing the City's 2010 budget. Staff is utilizing existing meetings to accommodate budget workshops. The briefing will set the stage for the next workshop, scheduled for March 10, 2009. At the study session on March 17, 2009 Director Marcotte will provide a report on how the City performed in 2008 for all funds as well as information on revenue to date.

A year ago, the City initiated changes to the 2008 budget to reduce expenses recognizing some revenues were not performing to previous year standards. During the course of the year, the City has undertaken more reductions to decrease expenses as well and attempt to better anticipate revenue projections. At that time, the state of the economy was uncertain in terms of how long the recession will last. Today, it's acknowledged that the country is in a deep recession that will have impacts for many years.

City Manager Worthington described some examples of how other communities are approaching budgeting and some potential options the Council might want to consider. There are methods to consider in how the City should conduct business and deliver core services in an environment of declining revenues. One opportunity is considering duplication of efforts and overlap. One trend occurring is consolidation where service providers share delivery of service through contracting and partnering in terms of capital costs as well as governance.

Today, Fife contracts for the provision of police dispatching services for three other jurisdictions and Fife, which enables the City to share its capital cost of operations with three other cities. Fife also provides jail services to 23 agencies.

Many cities took proactive measures through reduction in costs. Fife reduced costs approximately 10% representing approximately \$1.5 million. For a period of time, such reductions can be effective, but eventually shared reduction in costs can impact programs and effectiveness of programs. At some point, the Council may have to decide which programs will not move forward and which services will be funded, which might require the use of reserve funds.

Target reduction is another option, such as ending a program entirely. Since the downturn in the economy will occur over many years, the Council and administration will need to make decisions together that will serve the

community over the next several years.

City Manager Worthington referred to the City's operating reserves and options to use the reserves. Another consideration is how to maintain revenues. Revenues are through taxes or by providing services. The City has a commodity that can be marketed and sold to other communities. There is discussion in the region about the need to consolidate and contract, as many cities cannot afford to provide service. There are some opportunities as Fife is an experienced contract City.

City Manager Worthington asked the Council to consider ways to mobilize the media to convey the City's messages. It's important for citizens to know the City is paying attention and is working on ways to address the situation. He cited the paradox of public finance. One example is the City's ability to buy a locomotive while not able to hire police officers. It's important to deliver a concise message so that citizens don't become confused with the idea that the City has abundant resources or has not utilized its resources effectively.

City Manager Worthington provided the Council with a white paper on "Navigating the Fiscal Crisis: Tested Strategies for Local Leaders." The paper provides a good introduction for elected officials. He asked each Councilmember to draft one budget goal to discuss at the March 24, 2009 budget workshop.

Councilmember Roscoe asked to receive budget information to date on red light enforcement, tribal 2%, and hotel and motel lodging tax.

Director Marcotte reported the update to be provided at the March 17, 2009 meeting will include information on how well the City tracked budget to revenue and expenditures in 2008 and the first two months of sales tax revenue in 2009. The first quarter financial report is scheduled for the study session in April.

Councilmember Brooks offered a suggestion on rethinking the City's approach by not considering the national economy as a temporary situation, but consider reinventing a new City by determining what's important as the City moves forward. It may be helpful to approach the budgeting process through segments during each study session by concentrating individually on each department's programs, revenues, and expenses to assist the Council in its budget decision-making process at the end of the year when establishing the 2010 budget.

City Manager Worthington acknowledged the Council has approximately six months to work through the budget process prior to releasing the budget to the public and acknowledged the City needs to reinvent and that it may be time to question the premises the City is built on.

Mayor Johnson suggested the review should begin with essential services, such

as the Police Department and then move through the other departments to determine the pool of funds available. City Manager Worthington cautioned against focusing on program specifics prior to the Council identifying budget goals and objectives, as it will be difficult to maintain the same decision process between the first department review and the last department review.

Mayor Johnson asked about the City's efforts to reach out to employees for input. City Manager Worthington advised that he has reached out over the last six months to each labor group for ideas on budget reductions and ways to curtail expenses. Mayor Johnson commented on the importance of advising employees about the magnitude of the changes that may be made so that the Council can receive feedback.

City Manager Worthington thanked the Council for the exchange and indicated staff will provide more information as the budget process moves forward.

ADJOURNMENT

There being no further business, Mayor Johnson adjourned the meeting at 9:13 p.m.

Barry D. Johnson, Mayor

Steve Marcotte, City Clerk/Finance Director

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

Payroll Vouchers #45476 - 45512

For March 15, 2009 Payroll and Benefits

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

Payroll authorized by Current Budget Ordinance.

Grand total amount: \$379,372.47

Steve Marcotte
Clerk/Treasurer

Councilmember

Councilmember

Councilmember

Councilmember

City Manager's approval of facsimile signature on Warrants

03/18/0911:59

BLANKET VOUCHER APPROVAL DOCUMENT

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 75502 through 75670 in the amount of \$ 3,307,913.82 are approved for payment on 3-24-09.

Councilperson _____

Councilperson _____

Councilperson _____

Councilperson _____

City Clerk/Treasurer _____

□□□

City Manager's approval of facsimile signature on Warrants

WARRANT REQUEST DATE: 03/24/2009

BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Corporate Payment Systems Lock	3793	0 P-Cards	\$28.29
	Parks, Rec. & Senior Services, Senior/Community Center Div., Office & Opera		
Supply	Parks, Rec. & Senior Services, Senior/Community Center Div., Office & Opera		\$5.71
Supply	Parks, Rec. & Senior Services, Senior/Community Center Div., Office & Opera		\$14.39
HDPE Tube	Parks, Rec. & Senior Services, Swim Center Division, Office & Operating Sup		\$71.77
Check Valve	Parks, Rec. & Senior Services, Swim Center Division, Office & Operating Sup		\$63.35
Pipe	Parks, Rec. & Senior Services, Swim Center Division, Office & Operating Sup		\$127.30
Pipe, Bolt Kit, Clear Cement,	Parks, Rec. & Senior Services, Swim Center Division, Office & Operating Sup		\$178.19
Plywood	Parks, Rec. & Senior Services, Swim Center Division, Office & Operating Sup		\$16.31
Tri-Pacs	Parks, Rec. & Senior Services, Swim Center Division, Office & Operating Sup		\$5.14
Struts	Parks, Rec. & Senior Services, Swim Center Division, Office & Operating Sup		\$21.71
Weatherproof Cover	Parks, Rec. & Senior Services, Swim Center Division, Office & Operating Sup		\$21.06
Pleated Filter	Parks, Rec. & Senior Services, Swim Center Division, Office & Operating Sup		\$41.52
Supply	Parks, Rec. & Senior Services, Swim Center Division, Office & Operating Sup		\$26.59

03/18/09 8:54

BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Pleated Filters		Parks, Rec. & Senior Services, Swim Center Division, Office & Operating Sup	\$104.31
Heating Element		Parks, Rec. & Senior Services, Swim Center Division, Office & Operating Sup	\$7.27
Vest, Rain Hat, Boots		Parks, Rec. & Senior Services, Park Maintenance, Uniform Clothing	\$109.64
Boots		Parks, Rec. & Senior Services, Park Maintenance, Uniform Clothing	\$77.03
Electrical Supply		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$46.14
Core, Oil		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$343.29
Electrical Wedge		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$22.39
Fork Latch		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$46.17
Pipe Tap		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$51.54
Credit Supply		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$-142.41
Security Lights		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$13.47
Anchor, Washers, Pan, Robe Hoo		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$8.43
Bags, Screwdriver Bits		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$37.90
Oven Sensor, Glass Cleaner		General Government, Facilities & Property Division, Office & Operating Supp	\$51.85

03/18/09 8:54

BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Hose Clamps		General Government, Facilities & Property Division, Office & Operating Supp	\$6.92
Tape		General Government, Facilities & Property Division, Office & Operating Supp	\$16.58
Bolts, Washers		General Government, Facilities & Property Division, Office & Operating Supp	\$5.93
Supply		General Government, Facilities & Property Division, Office & Operating Supp	\$23.84
Keys		General Government, Facilities & Property Division, Office & Operating Supp	\$8.70
Cable Ties, Utility Knife		General Government, Facilities & Property Division, Office & Operating Supp	\$39.86
Toner		Police, Operations Division, Office & Operating Supplies	\$314.95
Supply		Police, Operations Division, Office & Operating Supplies	\$119.18
Lithium Batteries, Fingerprint		Police, Operations Division, Office & Operating Supplies	\$215.58
Supply		Police, Operations Division, Office & Operating Supplies	\$19.45
Manual		Police, Operations Division, Office & Operating Supplies	\$35.23
Supply		Police, Operations Division, Office & Operating Supplies	\$45.00
Equipment Database Update		Police, Operations Division, Small Tools, Equip	\$160.00
Environmental Science Kit		Police, Operations Division, Travel, Conf, Schooling	\$48.95
Records Retention - M Mears		Police, Operations Division, Travel, Conf, Schooling	\$199.00
Flower Pots, Magnets		Parks, Rec. & Senior Services, Recreation Division, Office & Operating Supp	\$49.22

03/18/09 08:54

BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
DVD Rental		Parks, Rec. & Senior Services, Recreation Division, Office & Operating Supplie	\$3.58
Synchro Intro, Tabler, Table C		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$59.45
Chain Connector, Hobby Chain		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$6.38
Supply		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$291.80
Extension		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$4.37
Hex Bushing		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$1.18
Supply		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$6.79
Supply		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$27.86
Rivet		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$2.06
Tool Tester, Ties, Outlet		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$22.82
Extensions		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$42.79
Water Pump, Plug, Coupler, Glo		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$104.70
Hand Truck		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$121.52
Supply		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$82.47

WARRANT REQUEST DATE: 03/19/2009

Page 4

BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Pizza		Parks, Rec. & Senior Services, Recreation Division, Office & Operating Supp	\$40.00
Admission - Family Fun, Meals		Parks, Rec. & Senior Services, Recreation Division, Office & Operating Supp	\$296.82
Court Rental		Parks, Rec. & Senior Services, Recreation Division, Office & Operating Supp	\$98.03
Supply		Parks, Rec. & Senior Services, Recreation Division, After school program su	\$54.49
Yarn, Foil, Balloons, Flower S		Parks, Rec. & Senior Services, Recreation Division, After school program su	\$61.26
Puzzles, Key Chains, Suncatche		Parks, Rec. & Senior Services, Recreation Division, After school program su	\$74.87
Field Trip		Parks, Rec. & Senior Services, Recreation Division, After school program su	\$19.49
Field Trip		Parks, Rec. & Senior Services, Recreation Division, After school program su	\$100.00
Craft Items		Parks, Rec. & Senior Services, Recreation Division, After school program su	\$35.92
DVD Rental		Parks, Rec. & Senior Services, Recreation Division, After school program su	\$3.58
Casters, Lamp		Parks, Rec. & Senior Services, Senior/Community Center Div., Office & Opera	\$77.51
Staples, Pens, Tissue, Pencils		Municipal Court, Municipal Court, Office & Operating Supplies	\$84.22
Labelwriter, Labels		Municipal Court, Municipal Court, Office & Operating Supplies	\$108.28
Paper, Ink, Labels, Paper, Env		Municipal Court, Municipal Court, Office & Operating Supplies	\$274.99
Notes, Post-its		Municipal Court, Municipal Court, Office & Operating Supplies	\$21.04

WARRANT REQUEST DATE: 03/19/2009

BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Planner		Municipal Court, Security Division, Office & Operating Supplies	\$8.05
Lumber		General Government, Facilities & Property Division, Office & Operating Supp	\$7.22
Pleated Filter		General Government, Facilities & Property Division, Office & Operating Supp	\$56.54
Pleated Filter		General Government, Facilities & Property Division, Office & Operating Supp	\$95.70
Screws, Anchor, L Level		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$27.61
Fuel Line		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$2.71
Pipe, Safety Eyewear, Gloves		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$6.10
Ear Muffs, Safety Eyewear, Glo		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$66.56
Wood, Hammer, Etc		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$27.45
Rebar, Stainless Rod		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$27.20
Stakes		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$20.40
Flap Disc		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$8.70
Compressed Oxygen, Acetylene		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$69.41
Screws, Glue, Rope, Bolts, Fas		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$152.35

03/18/09 8:54

BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Supply		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$54.18
Welding Supplies		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$14.05
Welding Supplies		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$26.19
Stainless Steel		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$27.64
Metal Remnants		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$39.48
Boots		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$119.67
Supply		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$3.48
Carb Bit		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$19.57
Screwdriver Set		Parks, Rec. & Senior Services, Park Maintenance, Small Tools, Equip	\$29.63
Power Tools		Parks, Rec. & Senior Services, Park Maintenance, Small Tools, Equip	\$196.09
Jail Food		Detention Services, , Supplies/Jail	\$479.52
Jail Food		Detention Services, , Supplies/Jail	\$508.16
Envelopes		Public Safety Fund, , Office and Operating Supplies	\$83.60
Paper		Public Safety Fund, , Office and Operating Supplies	\$11.53

Claimant Total: \$7,023.80

Grand Total: *PCards* \$7,023.80

BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Key Bank Merchant Services	P8620	0	
	Finance & Admin. Services, Finance Division, Operating Rents & Leases		\$290.91
Check Supply		Finance & Admin. Services, Finance Division, Miscellaneous	\$123.11
Merchant Services		Parks, Rec. & Senior Services, Recreation Division, Merchant Services	\$14.07
Merchant Services		Parks, Rec. & Senior Services, Senior/Community Center Div., Merchant Servi	\$21.11
Merchant Services		Parks, Rec. & Senior Services, Swim Center Division, Merchant Services	\$283.84
		Claimant Total:	\$733.04
LGIP LGIP Investment	P8326	1	
	, , Investment Contra		\$2,250,000.00
		Claimant Total:	\$2,250,000.00
		Grand Total:	\$2,250,733.04

03/04/09 15:31

BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
LGIP 2005 Bond - Principal	P1050	0	\$270,000.00
2005 Bond - Interest	1997 Ltd. G.O. Bonds , 2005 GO Bond Interest		\$59,038.75
		Claimant Total:	\$329,038.75
		Grand Total:	\$329,038.75

03/06/09 12:39

BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Boitano ROW Purchase	P0639 ROW Acquisitions, , ROW Acquisitions	0	\$76,189.20
		Claimant Total:	\$76,189.20
		Grand Total:	\$76,189.20

03/05/09 9:10

BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Jo, Young B. & Yang N. Property & Use Agreement	13638 70th/Valley - Phase I, , Right-of-Way	75502	\$95,200.00
		Claimant Total:	\$95,200.00
		Grand Total:	\$95,200.00

BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Accetturo, Stacie Library Card Reimbursement Non-Departmental, , Library Services	280	75503	\$150.00
Claimant Total:			\$150.00
American Society of Civil Engr Meeting - R Blount	808	75504	\$20.00
Claimant Total:			\$20.00
Blount, Alma J. Library Card Reimbursement Non-Departmental, , Library Services	1550	75505	\$150.00
Claimant Total:			\$150.00
Chavez, Priscilla Refund - Facility Use Deposit Non-Rev/Non-Exp, , Center Damage Deposits	2880	75506	\$500.00
Claimant Total:			\$500.00
Has, San Library Card Reimbursement Non-Departmental, , Library Services	7347	75507	\$150.00
Claimant Total:			\$150.00
Lakjohn, Jonathan Library Card Reimbursement Non-Departmental, , Library Services	8501	75508	\$28.00
Claimant Total:			\$28.00
Little Bee Childcare Refund - Hearing Examiner , , Planning,Zoning,Subdiv Fees Appe	8654	75509	\$300.00
Claimant Total:			\$300.00
Mack, Daniel Refund - Improperly Impounded	9191	75510	\$381.92
Claimant Total:			\$381.92
McEachin, Denise Refund - Pool Rental , , Rentals - Pool (Facilities)	TT0664	75511	\$272.00

BLANKET VOUCHER APPROVAL DOCUMENT

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
		Claimant Total:	\$272.00
Mt Vernon Kiwanis Senior Trip - Apr 14th	TT0659	75512	\$75.00
, , Senior Trips			
		Claimant Total:	\$75.00
Njenga, Benson Library Card Reimbursement	10569	75513	\$28.00
Non-Departmental, , Library Services			
		Claimant Total:	\$28.00
Ostrander Elise Refund - Field Trip Withdrawal	10968	75514	\$30.00
, , Recreation Programs			
		Claimant Total:	\$30.00
Richardson, Jeffrey Library Card Reimbursement	13826	75515	\$28.00
Non-Departmental, , Library Services			
		Claimant Total:	\$28.00
State Auditor's Office Cash Basis Manual	15835	75516	\$40.00
Finance & Admin. Services, Finance Division, Office & Operating Supplies			
		Claimant Total:	\$40.00
Thurston, Lynne Refund - Swim Lessons	5054	75517	\$115.00
, , Swim Lessons & Programs			
		Claimant Total:	\$115.00
US Bank Admin Fee	17642	75518	\$25.00
Finance & Admin. Services, Finance Division, Miscellaneous			
		Claimant Total:	\$25.00
Wicks, Lyn Library Card Reimbursement	19278	75519	\$56.00
Non-Departmental, , Library Services			
		Claimant Total:	\$56.00
		Grand Total:	\$2,348.92

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Eisenhower & Carlson PLLC Easement - 70th & Valley Roadw	4938 70th/Valley - Phase I, , Right-of-Way	75524	\$1,760.00
Claimant Total:			\$1,760.00
Venture Bank Pymt Loan No. 3081 - Anna & 70th/Valley - Phase I, , Right-of-Way Ri	19647	75525	\$10,000.00
Claimant Total:			\$10,000.00
Warren J. Daheim, Anna and Rich Holt & Easement - 70th & Valley Roadw	2878 70th/Valley - Phase I, , Right-of-Way	75526	\$26,740.00
Claimant Total:			\$26,740.00
Warren J. Daheim, Robert D. Cerqui & Easements - 70th & Valley Ave	2879 70th/Valley - Phase I, , Right-of-Way	75527	\$245,000.00
Claimant Total:			\$245,000.00
Grand Total:			\$283,500.00

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Carrara, Deborah Training - Meals, Mileage, Par	2457	75528	\$60.81
Finance & Admin. Services, Acministrative Services, Travel, Conf, Schooling			
Claimant Total:			\$60.81
Chambers, Sheena Library Card Reimbursement	2877	75529	\$150.00
Non-Departmental, , Library Services			
Claimant Total:			\$150.00
Dunn, Cindy Training - Meals, Mileage	4260	75530	\$214.60
Finance & Admin. Services, Acministrative Services, Travel, Conf, Schooling			
Claimant Total:			\$214.60
Kim, Soon Joo Library Card Reimbursement	8912	75531	\$150.00
Non-Departmental, , Library Services			
Claimant Total:			\$150.00
Powers, Jim Library Card Reimbursement	12999	75532	\$150.00
Non-Departmental, , Library Services			
Claimant Total:			\$150.00
Rackley, Jeff Training - Meals	13508	75533	\$275.00
Police, Investigations, Travel, Conf, Schooling			
Claimant Total:			\$275.00
Range, Cornell Boots	13657	75534	\$48.94
Parks, Rec. & Senior Services, Park Maintenance, Uniform Clothing			
Claimant Total:			\$48.94
Sa, Young Pok Library Card Reimbursement	14168	75535	\$56.00
Non-Departmental, , Library Services			
Claimant Total:			\$56.00
Thornhill, Shannon Library Card Reimbursement	5053	75536	\$150.00
Non-Departmental, , Library Services			

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CLAIMANT

CLAIMANT#

VOUCHER

AMOUNT

Claimant Total:

\$150.00

Grand Total:

\$1,255.35

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
HSBC Bus. Solutions (Costco) Touchscreens	4651	75538	\$326.39
Police, Investigations, Small Tools, Equip			
Water, Snacks, Paper Plates	Parks, Rec. & Senior Services, Recreation Division, Office & Operating Supp		\$28.03
Juice, Crackers, Cookies, Snac	Sewer Utility, , Office & Operating Supplies		\$206.47
Brush, Forks, Coffee	Water Utility, , Office & Operating Supplies		\$7.31
TV's, Mounts	Police, Operations Division, Grant Expenses/Police		\$853.94
Brush, Forks, Coffee	Operations Division, , Office & Operating Supplies		\$7.32
Juice, Milk, Cereal, Cups, Soa	Detention Services, , Supplies/Jail		\$485.86
vizio, Tomatoes, Cheese	Police, Operations Division, Office & Operating Supplies		\$417.71
Credit Lunch	Police, Operations Division, Office & Operating Supplies		\$-326.39
Chips, Beef, Plates, Salsa, On	Police, Operations Division, Office & Operating Supplies		\$150.41
Cake, Pie, Ice Cream, Tomatoes	Police, Operations Division, Office & Operating Supplies		\$45.14
Cookies, Chips, Popcorn	Detention Services, , Merchandise for Resale		\$69.85
TV	Detention Services, , Small Tools, Equip		\$288.25
Brush, Forks, Coffee	Sewer Utility, , Office & Operating Supplies		\$7.31
		Claimant Total:	\$2,567.60
News Tribune	10550	75539	
Notice of Ordinance 1691	Legislative, , Advertising		\$145.24
Office Assistant - Court	Executive, Human Resources, Advertising		\$388.73

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
DNFS - Repair & Maintain Levee		Community Development, Planning Division, Advertising	\$167.04
Notice of Ordinance 1694		Legislative, , Advertising	\$93.40
Claimant Total:			\$794.41
Viking Bank	18129	75540	
TWIC Card Enrollments - POT, W		Storm Drainage Utility, , Travel, Conf, Schooling	\$132.50
TWIC Card Enrollments - POT, A		Storm Drainage Utility, , Travel, Conf, Schooling	\$132.50
TWIC Card Enrollments - POT, K		Storm Drainage Utility, , Travel, Conf, Schooling	\$132.50
TWIC Card Enrollments - POT, E		Storm Drainage Utility, , Travel, Conf, Schooling	\$132.50
TWIC Card Enrollments - POT, C		Storm Drainage Utility, , Travel, Conf, Schooling	\$132.50
TWIC Card Enrollments - POT, K		Storm Drainage Utility, , Travel, Conf, Schooling	\$132.50
TWIC Card Enrollments - POT, A		Storm Drainage Utility, , Travel, Conf, Schooling	\$132.50
TWIC Card Enrollments - POT, R		Storm Drainage Utility, , Travel, Conf, Schooling	\$132.50
TWIC Card Enrollments - POT, J		Storm Drainage Utility, , Travel, Conf, Schooling	\$132.50
TWIC Card Enrollments - POT, C		Storm Drainage Utility, , Travel, Conf, Schooling	\$132.50
TWIC Card Enrollments - POT, K		Storm Drainage Utility, , Travel, Conf, Schooling	\$132.50

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
TWIC Card Enrollments - POT, D		Storm Drainage Utility, , Travel, Conf, Schooling	\$132.50
TWIC Card Enrollments - POT, M		Storm Drainage Utility, , Travel, Conf, Schooling	\$132.50
Boat, Accessories		Drainage District #21, , Small Tools, Equipment	\$712.68
Boat		Drainage District #21, , Small Tools, Equipment	\$134.28
Trapper License - A Jones		Drainage District #21, , Travel, Conf, Schooling	\$36.00
Trapper License - S Nyber		Drainage District #21, , Miscellaneous	\$36.00
Training - Meals		Police, Operations Division, Reserve Academy	\$302.99
Conference - Training, S Marco		Legislative, , Travel, Conf, Schooling	\$112.61
Conference - Training, N de Bo		Legislative, , Travel, Conf, Schooling	\$112.61
Registration - Conference G Hu		Legislative, , Travel, Conf, Schooling	\$120.00
Ammo		Police, Operations Division, Reserve Academy	\$1,008.97
Training - Lodging		Police, Investigations, Travel, Conf, Schooling	\$65.00
LiteBox System		Police, Communications/Dispatch, Miscellaneous	\$118.95
Obstacle Course Rental		Parks, Rec. & Senior Services, Recreation Division, Office & Operating Supp	\$845.00
Laptop Replacement		Parks, Rec. & Senior Services, Swim Center Division, Office & Operating Sup	\$749.75
Meeting - Meals		Police, Operations Division, Travel, Conf, Schooling	\$32.15

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Rearview Mirror	Police, Operations	Division, Office & Operating Supplies	\$70.99
Surety Bond - Notary Public, C	Finance & Admin. Services, Acministrative Services, Miscellaneous		\$81.50
Registration - Training, H War	Finance & Admin. Services, Acministrative Services, Travel, Conf, Schooling		\$685.00
Background Checks	Finance & Admin. Services, Acministrative Services, Professional Services		\$10.00
Background Checks	Finance & Admin. Services, Acministrative Services, Professional Services		\$30.00
Background Checks	Finance & Admin. Services, Acministrative Services, Professional Services		\$10.00
TWIC Card Enrollments - POT, P	Storm Drainage Utility, , Travel, Conf, Schooling		\$132.50
TWIC Card Enrollments - POT, S	Storm Drainage Utility, , Travel, Conf, Schooling		\$132.50
TWIC Card Enrollments - POT, S	Storm Drainage Utility, , Travel, Conf, Schooling		\$132.50
Conference - Training, G Hull	Legislative, , Travel, Conf, Schooling		\$112.61
Web Server	Executive, Information Technology/IT, Professional Services		\$52.00
Laptop Replacement	Executive, Information Technology/IT, Machinery & Equipment		\$620.00
Background Checks	Finance & Admin. Services, Acministrative Services, Professional Services		\$20.00
Background Checks	Finance & Admin. Services, Acministrative Services, Professional Services		\$30.00
Web Hosting	Executive, Information Technology/IT, Professional Services		\$57.20

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
CD Case, Charger, Splitter, CeExecutive, Information Technology/IT, Small Tools, Equip			\$280.99
Monitors, Printer, RAM USB	Executive, Information Technology/IT, Small Tools, Equip		\$1,123.49
Registration - Conference, S M	Executive, Human Resources, Travel, Conf, Schooling		\$95.00
Background Checks	Executive, Human Resources, Professional Services		\$10.00
Background Checks	Executive, Human Resources, Professional Services		\$20.00
Registration - Conference S Ma	Executive, Executive, Travel, Conf, Schooling		\$120.00
Conference - Lodging, S Worthi	Executive, Executive, Travel, Conf, Schooling		\$535.84
Registration - Conference B BI	Executive, Executive, Travel, Conf, Schooling		\$120.00
Registration - Conference N de	Legislative, , Travel, Conf, Schooling		\$120.00
Conference - Lodging, R Cerqui	Legislative, , Travel, Conf, Schooling		\$535.84
Conference - Lodging, Brooks	Legislative, , Travel, Conf, Schooling		\$535.84
	Claimant Total:		\$11,783.29
	Grand Total:		\$15,145.30

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<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	75541	\$54.00
Claimant Total:			\$54.00
Accurint - Account #1264194 Background Checks	286 Police, Investigations, Miscellaneous	75542	\$61.00
Claimant Total:			\$61.00
Allen, Sandra L. ProTem Judge 3/4	552 Municipal Court, Municipal Court, Professional Services	75543	\$300.00
Claimant Total:			\$300.00
American Payroll Association Membership Dues	699 Finance & Admin. Services, Finance Division, Miscellaneous	75544	\$195.00
Claimant Total:			\$195.00
Anthem Sports LLC Field Marker	859 Parks, Rec. & Senior Services, Park Maintenance, Small Tools, Equip	75545	\$321.89
Claimant Total:			\$321.89
APWA 2009 Spring Conference APWA 2009 Conference - K Gill	172 Engineering, Engineering, Travel, Conf, Schooling	75546	\$475.00
Claimant Total:			\$475.00
Aqua Care Inc Gaskets	890 Parks, Rec. & Senior Services, Swim Center Division, Office & Operating Sup	75547	\$65.17
Stain Out, Stain Inhibitor	Parks, Rec. & Senior Services, Swim Center Division, Supplies - Chemicals		\$597.05
Liquid Chlorine	Parks, Rec. & Senior Services, Swim Center Division, Supplies - Chemicals		\$81.56
Claimant Total:			\$743.78

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Aramark Nametags	942	75548	\$80.43
	Police, Operations Division, Office & Operating Supplies		
		Claimant Total:	\$80.43
Aramark Uniform Services Mat Service	944	75549	\$67.76
	Operations Division, , Repairs & Maintenance		
Uniform Services	Parks, Rec. & Senior Services, Park Maintenance, Professional Services		\$35.50
Mat Service	Water Utility, , Repairs & Maintenance		\$67.75
Uniform Services	Parks, Rec. & Senior Services, Park Maintenance, Professional Services		\$65.80
Mat Service	Sewer Utility, , Repairs & Maintenance		\$67.75
Mat Service	Parks, Rec. & Senior Services, Senior/Community Center Div., Professional S		\$17.30
Mat Service	Parks, Rec. & Senior Services, Senior/Community Center Div., Professional S		\$17.30
Mat Service	General Government, Facilities & Property Division, Professional Services		\$10.59
Mat Service	General Government, Facilities & Property Division, Professional Services		\$10.59
		Claimant Total:	\$360.34
ASL Professionals Interpreter 2/20	995	75550	\$140.00
	Municipal Court, Municipal Court, Professional Services		
		Claimant Total:	\$140.00
Baade, Arminda J Interpreter 2/12, 2/13	1368	75551	\$229.26
	Municipal Court, Municipal Court, Professional Services		
		Claimant Total:	\$229.26

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Jackets, Letters, Sewing	Police, Operations Division, Reserve Uniforms		\$1,135.87
Pants - Mears	Police, Operations Division, Uniform Clothing		\$81.55
Pants - Mears	Police, Operations Division, Uniform Clothing		\$163.09
Shirts - Baliff	Municipal Court, Security Division, Uniform Clothing		\$166.30
Claimant Total:			\$1,499.97
Brown & Caldwell Fife SW System Plan Addendum	1838 Storm Drainage Utility, , Professional Services	75558	\$790.25
Claimant Total:			\$790.25
Bud Clary Chevrolet Rekey New Vehicle	1960 , , Machinery & Equipment	75559	\$811.44
Re-key New Vehicle	, , Machinery & Equipment		\$1,139.58
Re-Key New Vehicle	, , Machinery & Equipment		\$811.44
Claimant Total:			\$2,762.46
Carlson, Thomas G Sales Tax Data Conversions	2541 Finance & Admin. Services, Finance Division, Professional Services	75560	\$279.56
Claimant Total:			\$279.56
CDW Government Inc Fiber Cable	2099 Executive, Information Technology/IT, Small Tools, Equip	75561	\$84.86
Single Mode Cable	Executive, Information Technology/IT, Small Tools, Equip		\$65.50
Claimant Total:			\$150.36
Chough, Kwang Interpreter 3/4	2906 Municipal Court, Municipal Court, Professional Services	75562	\$120.00

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
		Claimant Total:	\$120.00
City Of Buckley Jail Costs	3000 Detention Services, , Jail Costs	75563	\$171.00
		Claimant Total:	\$171.00
City Of Fife Utilities	3050 Parks, Rec. & Senior Services, Swim Center Division, Water/Sewer Utilities	75564	\$2,747.10
Utilities	Sewer Utility, , Public Utility Services		\$27.88
Utilities	Operations Division, , Public Utility Svcs		\$260.28
Utilities	Parks, Rec. & Senior Services, Park Maintenance, Public Utility Services		\$519.40
Utilities	General Government, Grounds Division, Public Utility Svcs		\$1,992.48
Utilities	Parks, Rec. & Senior Services, Senior/Community Center Div., Public Utility		\$461.02
Utilities	General Government, Facilities & Property Division, Public Utility Svcs		\$4,308.83
		Claimant Total:	\$10,316.99
City Treasurer Phones	3200 Parks, Rec. & Senior Services, Senior/Community Center Div., Public Utility	75565	\$456.89
Phones	General Government, Facilities & Property Division, Public Utility Svcs		\$1,388.18
Phones	Operations Division, , Public Utility Svcs		\$70.67
Phones	Storm Drainage Utility, , Public Utility Services		\$701.69
Phones	Water Utility, , Public Utilities		\$79.67
Phones	Parks, Rec. & Senior Services, Park Maintenance, Public Utility Services		\$667.49

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Phones	Maintenance Division, , Street Lighting		\$691.78
Phones	Parks, Rec. & Senior Services, Swim Center Division, Electricity		\$1,434.97
Phones	Sewer Utility, , Public Utility Services		\$1,740.25
Phones	Maintenance Division, , Traffic Control		\$459.20
Claimant Total:			\$7,690.79
City Treasurer	3201	75566	
Repairs - Pump Station #5	Sewer Utility, , Repairs & Maintenance		\$2,032.02
Claimant Total:			\$2,032.02
Cleanworks	3215	75567	
Janitorial Services	Water Utility, , Professional Services		\$216.67
Janitorial Services	Sewer Utility, , Professional Services		\$216.66
Janitorial Services	Parks, Rec. & Senior Services, Swim Center Division, Professional Services		\$950.00
Janitorial Services	Operations Division, , Professional Services		\$216.67
Janitorial Services	General Government, Facilities & Property Division, Professional Services		\$3,600.00
Janitorial Services	Parks, Rec. & Senior Services, Senior/Community Center Div., Professional S		\$850.00
Claimant Total:			\$6,050.00
Coastwide Laboratories	3251	75568	
Liners, Soap, Tissue, Towels	Parks, Rec. & Senior Services, Senior/Community Center Div., Office & Opera		\$180.77
Claimant Total:			\$180.77
Comcast	3997	75569	
Internet Services	Police, Investigations, Telephone, Postage		\$94.90

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Internet Services		Executive, Information Technology/IT, Professional Services	\$169.95
Claimant Total:			\$264.85
Cook Paging Pagers	3669	75570 Police, Operations Division, Travel, Conf, Schooling	\$93.46
Claimant Total:			\$93.46
Copy Wrights Copies - Records Request	3778	75571 Engineering, Engineering, Office & Operating Supplies	\$16.32
Copies - 5102 20th		Engineering, Engineering, Office & Operating Supplies	\$29.07
Copies - Announcements		Police, Operations Division, Reserve Academy	\$185.74
Drawings - EQC		Engineering, Engineering, Office & Operating Supplies	\$6.53
Copies - Restaurant Guide		Tourism/Promotion/VCB, , Advertising	\$69.52
Copies - Visitors Guide		Tourism/Promotion/VCB, , Advertising	\$116.85
Claimant Total:			\$424.03
Correctional Industries Muffins	3792	75572 Detention Services, , Supplies/Jail	\$365.00
Claimant Total:			\$365.00
CSK Auto Inc Wire Looms - New Vehicles	3919	75573 , , Machinery & Equipment	\$89.37
Hose Clamps, Heater Hoses - , , Repair Parts - Sewer Ve			\$6.04
Radiator Cap - Veh #64		, , Repair Parts - Sewer	\$1.77
Hose Clamps, Heater Hoses - , , Repair Parts - Water e			\$6.04

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Radiator Cap - Veh #64	, , Repair Parts - Streets		\$1.76
Hose Clamps, Heater Hoses - Ve	, , Repair Parts - Streets		\$6.04
Supply	, , Office & Operating Supplies		\$39.15
Halogen Capsule, Etc - Veh #20	, , Repair Parts - Police		\$53.29
Radiator Cap - Veh #64	, , Repair Parts - Water		\$1.77
Light	, , Small Tools, Equip		\$21.75
Light Bulb - Veh #78	, , Repair Parts - Parks		\$11.95
		Claimant Total:	\$238.93
D & M Commercial Plumbing	4099	75574	
Plumbing Repairs	General Government, Facilities & Property Division, Repairs & Maintenance		\$265.47
		Claimant Total:	\$265.47
D M Recycling	4344	75575	
Disposal Services	Parks, Rec. & Senior Services, Park Maintenance, Professional Services		\$238.30
		Claimant Total:	\$238.30
Data Security Corporation	4081	75576	
Offsite Storage	Executive, Information Technology/IT, Professional Services		\$107.60
		Claimant Total:	\$107.60
Databar Inc	4277	75577	
Utility Billing Processing	Water Utility, , Professional Services		\$1,521.54
Utility Billing Processing	Sewer Utility, , Professional Services		\$1,801.82
Sewer Rate Increases	Sewer Utility, , Professional Services		\$331.30

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Utility Billing Processing		Storm Drainage Utility, , Professional Services	\$680.68
Claimant Total:			\$4,335.34
David Evans & Associates	5175	75578	
Construction Administration		70th/Valley - Phase I, , Wetland Mitigation	\$821.40
46th St E Design & Constructio		70th/Valley - Phase I, , Engineering	\$538.50
Valley Ave ROW Acquisition		Operations Division, , Professional Services	\$762.39
Fife Portal 140 Third Party Re		Non-Rev/Non-Exp, , Billable Engineering	\$895.50
Misc Projects - Restaurant Dep		Non-Rev/Non-Exp, , Billable Engineering	\$216.30
Claimant Total:			\$3,234.09
Dept Of L & I / Boiler Section	4451	75579	
Boiler Inspection		Parks, Rec. & Senior Services, Swim Center Division, Repairs & Maintenance	\$153.50
Boiler Inspection		General Government, Facilities & Property Division, Repairs & Maintenance	\$20.70
0011225755048000000		Parks, Rec. & Senior Services, Senior/Community Center Div., Repairs & Main	\$82.80
Claimant Total:			\$257.00
Digital Seattle	4405	75580	
Computer Replacement		Executive, Information Technology/IT, Machinery & Equipment	\$13,518.40
Claimant Total:			\$13,518.40
Dodd, Rosita	4565	75581	
Interpreter-Feb 3, 5, 12, 20,		Municipal Court, Municipal Court, Professional Services	\$902.94
Claimant Total:			\$902.94

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Dunbar Armored Inc Transportation Services	4251	75582	\$167.23
	Municipal Court, Municipal Court, Professional Services		
Transportation Services	Finance & Admin. Services, Finance Division, Professional Services		\$185.67
Transportation Services	Police, Operations Division, Professional Services		\$167.22
		Claimant Total:	\$520.12
EDEN Advanced Pest Tech Pest Control	4749	75583	\$25.39
	Water Utility, , Repairs & Maintenance		
Pest Control	Sewer Utility, , Repairs & Maintenance		\$25.39
Pest Control	Operations Division, , Repairs & Maintenance		\$25.38
		Claimant Total:	\$76.16
Elway Research Pierce Cty Storm & Surface Wat	4937	75584	\$3,720.00
	Storm Drainage Utility, , Professional Services		
		Claimant Total:	\$3,720.00
Federal Express Delivery Services	5489	75585	\$11.74
	Police, Operations Division, Postage		
		Claimant Total:	\$11.74
Fife - Milton Kiwanis Club Membership Dues	5900	75586	\$128.00
	Police, Crime Prevention, Miscellaneous		
		Claimant Total:	\$128.00
Fife Pharmacy & Gifts Medications - Fife	5850	75587	\$69.05
	Detention Services, , Inmate Medication		
Medications - Federal Way	Detention Services, , Inmate Medication		\$28.79
Medications - Milton	Detention Services, , Inmate Medication		\$10.45

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
		Claimant Total:	\$108.29
Fife Printing Statements	5775	75588 Storm Drainage Utility, , Office & Operating Supplies	\$82.33
Statements		Sewer Utility, , Office & Operating Supplies	\$289.94
Statements		Water Utility, , Office & Operating Supplies	\$272.04
Statements		Finance & Admin. Services, Finance Division, Office & Operating Supplies	\$71.59
Defendant Response Letter		Municipal Court, Municipal Court, Office & Operating Supplies	\$192.03
		Claimant Total:	\$907.93
Fife Sand and Gravel Disposal Services	5880	75589 Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$24.60
Disposal Services		Operations Division, , Miscellaneous	\$37.45
		Claimant Total:	\$62.05
Fife School District Grounds Maintenance	5902	75590 Parks, Rec. & Senior Services, Park Maintenance, Professional Services	\$2,638.00
		Claimant Total:	\$2,638.00
Fife Service & Towing Inc Investigation	5800	75591 Police, Operations Division, Miscellaneous	\$192.58
Impound		Police, Operations Division, Miscellaneous	\$125.12
Seizure		Police, Operations Division, Miscellaneous	\$125.12
Seizure		Police, Operations Division, Miscellaneous	\$192.58
		Claimant Total:	\$635.40

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Finis Inc Swim Goggles	5978	75592	\$1,125.50
Parks, Rec. & Senior Services, Swim Center Division, Merchandise for Resale			
Claimant Total:			\$1,125.50
GE Capital Postal Meter Lease	6402	75593	\$30.46
Police, Operations Division, Operating Rents & Leases			
Claimant Total:			\$30.46
Gear Athletics Pitchers Plate	6790	75594	\$45.99
Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie			
Claimant Total:			\$45.99
Grafix Shoppe Graphic Kit	6544	75595	\$540.93
, , Repair Parts - Police			
Claimant Total:			\$540.93
Grainger Pump	7125	75596	\$323.88
Sewer Utility, , Office & Operating Supplies			
Step Stool			\$56.65
Operations Division, , Small Tools, Equip			
Pump			\$634.52
Sewer Utility, , Office & Operating Supplies			
Dryer Fan			\$285.92
Parks, Rec. & Senior Services, Swim Center Division, Small Tools, Equip			
Flashlight			\$20.92
Sewer Utility, , Small Tools, Equip			
Duct Tape Cloth, Glue			\$52.45
General Government, Facilities & Property Division, Office & Operating Supp			
Repair Kit - Toilet			\$16.69
General Government, Facilities & Property Division, Office & Operating Supp			
Jelineator Post			\$264.96
General Government, Facilities & Property Division, Office & Operating Supp			

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Delineator Posts		General Government, Facilities & Property Division, Office & Operating Supp	\$37.85
Fastener		General Government, Facilities & Property Division, Office & Operating Supp	\$54.70
Signs		General Government, Facilities & Property Division, Office & Operating Supp	\$98.87
Signs		General Government, Facilities & Property Division, Office & Operating Supp	\$41.98
Nut Driver Set		General Government, Facilities & Property Division, Small Tools, Equip	\$35.42
Dispenser, Sprays		General Government, Facilities & Property Division, Office & Operating Supp	\$254.47
Drill/Driver Kit		General Government, Facilities & Property Division, Small Tools, Equip	\$185.07
		Claimant Total:	\$2,364.35
H & H Supply Inc	8281	75597	
Hedge Trimmer, Oil, Seal, Gask		Drainage District #21, , Small Tools, Equipment	\$955.85
		Claimant Total:	\$955.85
H D Supply - Waterworks	11400	75598	
Meter Cov/Rdr		Water Utility, , Small Tools, Equipment	\$39.30
		Claimant Total:	\$39.30
Harris, Larry	7363	75599	
LEOFF 1 Benefits		Police, Operations Division, Personnel Benefits	\$197.70
		Claimant Total:	\$197.70
Hasler Financial Services	7361	75600	
Postage Meter Lease		Parks, Rec. & Senior Services, Recreation Division, Telephone/Postage	\$1.69
Postage Meter Lease		Finance & Admin. Services, Acministrative Services, Postage	\$54.19

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Postage Meter Lease		Community Development, Building Division, Postage	\$6.59
Postage Meter Lease		Executive, Human Resources, Postage	\$5.27
Postage Meter Lease		Community Development, Planning Division, Postage	\$4.14
Postage Meter Lease		Finance & Admin. Services, Finance Division, Postage	\$58.89
Postage Meter Lease		Parks, Rec. & Senior Services, Recreation Division, Telephone/Postage	\$0.56
Postage Meter Lease		Parks, Rec. & Senior Services, Senior/Community Center Div., Telephone, Pos	\$1.32
Postage Meter Lease		Executive, Executive, Postage	\$0.75
Postage Meter Lease		Parks, Rec. & Senior Services, Recreation Division, Telephone/Postage	\$2.26
Postage Meter Lease		Operations Division, , Telephone, Postage	\$8.09
Postage Meter Lease		Storm Drainage Utility, , Telephone, Postage	\$0.19
Postage Meter Lease		Water Utility, , Telephone, Postage	\$0.19
Postage Meter Lease		Parks, Rec. & Senior Services, Swim Center Division, Telephone, Postage	\$2.45
Postage Meter Lease		Sewer Utility, , Telephone, Postage	\$0.38
Claimant Total:			\$146.96
Healthcare Delivery Systems	73401	75601	
Medical Services - Milton		Detention Services, , Professional Services	\$160.00
Medical Services - Fife		Detention Services, , Professional Services	\$1,036.00
Medical Services - Altona		Detention Services, , Professional Services	\$40.00

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Medical Services - Federal Way	Detention Services, , Professional Services		\$60.00
Claimant Total:			\$1,296.00
Integra Phones - Dispatch	14177 Police, Communications/Dispatch, Telephone	75602	\$594.15
Phones - Engineering	Engineering, Engineering, Telephone, Postage		\$297.07
Phones - Planning	Community Development, Planning Division, Postage		\$297.07
Claimant Total:			\$1,188.29
Intoximeters Inc Breath Testing Kit	7975 Police, Operations Division, Grant Expenses/Police	75603	\$962.88
Claimant Total:			\$962.88
Kawachi, Bridgett Witness Fee	CT1245 Municipal Court, Municipal Court, Jury/Witness Fees	75604	\$26.50
Claimant Total:			\$26.50
Khushdev, Tiwana Interpreter 3/11	17259 Municipal Court, Municipal Court, Professional Services	75605	\$121.27
Claimant Total:			\$121.27
KPG 2008 Street Preservation Progr	8202 Street Preservation, , Construction	75606	\$297.84
48th Street East Water,Sewer,S	Sewer Construction, , LID - 2008-2		\$1,087.95
Claimant Total:			\$1,385.79
Kvasnyuk, Nikolay Interpreter 3/3, 3/10	8303 Municipal Court, Municipal Court, Professional Services	75607	\$233.00
Claimant Total:			\$233.00

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
LeMay Mobile Shredding Cart	8608 Police, Operations Division, Miscellaneous	75608	\$184.50
Claimant Total:			\$184.50
Lim, Vannara S Interpreter 2/24	8662 Municipal Court, Municipal Court, Professional Services	75609	\$123.20
Claimant Total:			\$123.20
Masons Supply Company Asphalt	9328 Maintenance Division, , Roadway	75610	\$800.02
Claimant Total:			\$800.02
Meikle, Lynn Training-Meals, Lodging, Parki Finance & Admin. Services, Finance Division, Travel, Conf, Schooling	8995	75611	\$1,019.93
Claimant Total:			\$1,019.93
MP Electronics Inc Air Compressor	9198 Sewer Utility, , Small Tools, Equip	75612	\$453.16
Claimant Total:			\$453.16
MX Logic Spam Filter	10154 Executive, Information Technology/IT, Professional Services	75613	\$203.00
Claimant Total:			\$203.00
NetMotion Wireless Maintenance - 1 Year	15365 Executive, Information Technology/IT, Professional Services	75614	\$6,015.28
Claimant Total:			\$6,015.28
Nguyen, My Khahn Interpreter 3/5	10555 Municipal Court, Municipal Court, Professional Services	75615	\$139.60
Claimant Total:			\$139.60
Noble, Linda Interpreter 2/17	10570 Municipal Court, Municipal Court, Professional Services	75616	\$142.35

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
		Claimant Total:	\$142.35
Northwest Embroidery Inc Shirt	10655	75617 Police, Communications/Dispatch, Office & Operating Supplies	\$50.00
		Claimant Total:	\$50.00
Office Depot Cleaner, Batteries, Paper	4697	75618 Executive, Executive, Office & Operating Supplies	\$15.37
Paper, Pens, Post-its, Pencils		Finance & Admin. Services, Acministrative Services, Office & Operating Supp	\$16.81
Paper, Pens, Post-its, Pencils		Storm Drainage Utility, , Office & Operating Supplies	\$5.04
Cleaner, Batteries, Paper		Sewer Utility, , Office & Operating Supplies	\$14.09
Paper, Pens, Post-its, Pencils		Sewer Utility, , Office & Operating Supplies	\$18.50
Cleaner, Batteries, Paper		Water Utility, , Office & Operating Supplies	\$16.65
Book		Detention Services, , Supplies/Jail	\$62.70
Cleaner, Batteries, Paper		Storm Drainage Utility, , Office & Operating Supplies	\$3.84
Paper, Pens, Post-its, Pencils		Water Utility, , Office & Operating Supplies	\$21.86
Paper, Dividers, Pens, Staples		Police, Operations Division, Office & Operating Supplies	\$219.92
Tone, Tape, Pens		Police, Investigations, Office & Operating Supplies	\$456.20
Cleaner, Batteries, Paper		Legislative, , Office & Operating Supplies	\$12.81
Tissue, Clips, Pens		Municipal Court, Municipal Court, Office & Operating Supplies	\$56.17
Cleaner, Batteries, Paper		Finance & Admin. Services, Acministrative Services, Office & Operating Supp	\$12.81

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Paper, Pens, Post-its, Pencils	Finance & Admin. Services, Finance Division,	Office & Operating Supplies	\$11.77
Paper, Erasers	Finance & Admin. Services, Finance Division,	Office & Operating Supplies	\$0.70
Cleaner, Batteries, Paper	Finance & Admin. Services, Finance Division,	Office & Operating Supplies	\$8.97
Architect Scale	Community Development, Building Division,	Office & Operating Supplies	\$10.75
Paper, Erasers	Finance & Admin. Services, Finance Division,	Office & Operating Supplies	\$39.45
Paper, Pens, Post-its, Pencils	Executive, Executive,	Office & Operating Supplies	\$20.18
Paper, Pens, Post-its, Pencils	Executive, Human Resources,	Office & Operating Supplies	\$11.77
Cleaner, Batteries, Paper	Community Development, Building Division,	Office & Operating Supplies	\$17.30
Tags, Tape	Police, Operations Division,	Office & Operating Supplies	\$71.95
Cleaner, Batteries, Paper	Executive, Human Resources,	Office & Operating Supplies	\$8.97
Cleaner, Batteries, Paper	Community Development, Planning Division,	Office & Operating Supplies	\$17.30
Paper, Note Pad, Clips	Police, Communications/Dispatch,	Office & Operating Supplies	\$171.45
Paper, Pens, Post-its, Pencils	Community Development, Planning Division,	Office & Operating Supplies	\$22.70
Pencil Holders, Tray	Finance & Admin. Services, Finance Division,	Office & Operating Supplies	\$11.76
Paper, Pens, Post-its, Pencils	Community Development, Building Division,	Office & Operating Supplies	\$22.70
Paper, Pens, Post-its, Pencils	Legislative, ,	Office & Operating Supplies	\$16.81
Batteries	Municipal Court, Security Division,	Office & Operating Supplies	\$44.48

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
		Claimant Total:	\$1,441.78
PacWest Engineering Wapato Creek	11388	75619 Park Acquisition/Develop, , Brookville Garden Phase I	\$4,490.06
		Claimant Total:	\$4,490.06
Paramount Supply Company Pants	11500	75620 Water Utility, , Office & Operating Supplies	\$168.32
		Claimant Total:	\$168.32
Parker Paint Company Pail	11550	75621 Water Utility, , Office & Operating Supplies	\$12.44
		Claimant Total:	\$12.44
PetroCard Systems Inc Fuel - PW	11909	75622 Operations Division, , Fuel Consumed	\$215.83
Fuel - Jail		Detention Services, , Fuel Consumed	\$95.87
Fuel - PW		Sewer Utility, , Fuel Consumed	\$215.82
Fuel - PW		Water Utility, , Fuel Consumed	\$215.82
Fuel - Parks		Parks, Rec. & Senior Services, Park Maintenance, Fuel Consumed	\$132.15
Fuel - Fleet		, , Fuel Consumed	\$77.46
Fuel - D Cantlin		Parks, Rec. & Senior Services, Park Maintenance, Fuel Consumed	\$42.53
Fuel - Nyberg		Drainage District #21, , Office & Operating Supplies	\$76.05
Fuel - Engineering		Engineering, Engineering, Fuel Consumed	\$40.69
Fuel - Spare		General Government, Facilities & Property Division, Fuel Consumed	\$27.74
Fuel - Investigations		Police, Investigations, Fuel Consumed	\$178.26

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Fuel - D Cantlin		Parks, Rec. & Senior Services, Senior/Community Center Div., Fuel Consumed	\$4.72
Fuel - PD		Police, Operations Division, Fuel Consumed	\$1,624.62
Fuel - Recreation		Parks, Rec. & Senior Services, Recreation Division, Fuel	\$81.83
Claimant Total:			\$3,029.39
Petty Cash - Kristen LaFrance	12046	75623	
ASP Prize		Parks, Rec. & Senior Services, Recreation Division, Office & Operating Supp	\$5.10
Car Wash Tokens		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$20.00
Claimant Total:			\$25.10
Pierce Co Budget & Finance	12200	75624	
Recordings		Sewer Utility, , Miscellaneous	\$30.33
Recordings		Operations Division, , Miscellaneous	\$30.34
Recordings		Water Utility, , Miscellaneous	\$30.33
Jail - 8 Bookings, 14 Days, 2		Detention Services, , Jail Costs	\$2,848.00
Public Defense Services		Executive, Legal, Misc - Other Legal	\$3,500.00
Public Defense Services		Executive, Legal, Misc - Other Legal	\$916.67
Tow Forms		Police, Operations Division, Office & Operating Supplies	\$235.66
Emergency Management Agreement		Police, Emergency Management Division, Intergovernmental Services	\$6,170.50
Public Defense Services		Executive, Legal, Misc - Other Legal	\$20,000.00

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
		Claimant Total:	\$33,761.83
Pierce County Fire Dist #10	12310	75625	
2009 Fire & Medical Protection	General Government, Facilities & Property Division, Fire Protection		\$70,944.65
	Service		
		Claimant Total:	\$70,944.65
Pierce County Recycling,	8500	75626	
Disposal Costs	Maintenance Division, , Rd Litter/Vegetation Cntrl		\$406.53
Disposal Costs	Maintenance Division, , Rd Litter/Vegetation Cntrl		\$99.28
		Claimant Total:	\$505.81
ProBuild / Lumbermens	8980	75627	
Wire	Drainage District #21, , Office & Operating Supplies		\$5.43
Saw Blade	Drainage District #21, , Small Tools, Equipment		\$29.37
		Claimant Total:	\$34.80
Public Finance Inc	13264	75628	
Delinquency Management	Sewer Utility, , ULID Administration		\$5,397.70
		Claimant Total:	\$5,397.70
Puget Sound Energy	18370	75629	
Utilities	Maintenance Division, , Street Lighting		\$25.99
Utilities	Sewer Utility, , Public Utility Services		\$306.81
Utilities	Operations Division, , Public Utility Svcs		\$306.81
Utilities	Water Utility, , Public Utilities		\$306.81
Phones	Maintenance Division, , Street Lighting		\$47.13
Phones	General Government, Facilities & Property Division, Public Utility Svcs		\$214.00

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
		Claimant Total:	\$1,207.55
Puget Sound Instrument Co	13350	75630	
Batteries	Police, Operations Division, Small Tools, Equip		\$199.65
		Claimant Total:	\$199.65
Qwest	17641	75631	
ROW - 36th and Valley Ave	Construction/Improvements, , City-wide ROW		\$3,225.13
		Claimant Total:	\$3,225.13
QWest	17650	75632	
Phones - Direct Lines	Water Utility, , Telephone, Postage		\$5.82
Phones - Direct Lines	Water Utility, , Telephone, Postage		\$7.00
Phones - Direct Lines	Parks, Rec. & Senior Services, Park Maintenance, Telephone, Postage		\$4.00
Phones	General Government, Facilities & Property Division, Telephone		\$39.57
Phones	General Government, Facilities & Property Division, Telephone		\$39.57
Phones - Direct Lines	Legislative, , Postage		\$4.00
Phones - Direct Lines	Community Development, Planning Division, Postage		\$5.82
Phones - Direct Lines	Community Development, Planning Division, Postage		\$7.00
Phones - Direct Lines	Executive, Human Resources, Postage		\$2.00
Phones - Direct Lines	Executive, Human Resources, Postage		\$1.66
Phones - Direct Lines	Community Development, Building Division, Postage		\$5.82
Phones - Direct Lines	Community Development, Building Division, Postage		\$7.00
Phones - Direct Lines	Parks, Rec. & Senior Services, Recreation Division, Telephone/Postage		\$3.33

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Phones - Direct Lines		Parks, Rec. & Senior Services, Recreation Division, Telephone/Postage	\$4.00
Phones - Direct Lines		Municipal Court, Municipal Court, Telephone, Postage	\$7.49
Phones - Direct Lines		Municipal Court, Municipal Court, Telephone, Postage	\$9.00
Phones - Direct Lines		Parks, Rec. & Senior Services, Senior/Community Center Div., Telephone, Pos	\$3.33
Phones - Direct Lines		Parks, Rec. & Senior Services, Senior/Community Center Div., Telephone, Pos	\$4.00
Phones - Direct Lines		Finance & Admin. Services, Finance Division, Postage	\$7.00
Phones - Direct Lines		Finance & Admin. Services, Finance Division, Postage	\$5.82
Phones		Police, Communications/Dispatch, Telephone	\$49.58
Phones		Police, Communications/Dispatch, Telephone	\$56.07
Phones		Police, Communications/Dispatch, Telephone	\$234.25
Phones - Direct Lines		Executive, Executive, Postage	\$4.00
Phones - Direct Lines		Executive, Executive, Postage	\$3.33
Phones		Police, Communications/Dispatch, Telephone	\$81.97
Phones - Direct Lines		Finance & Admin. Services, Administrative Services, Postage	\$7.00
Phones - Direct Lines		Legislative, , Postage	\$3.33
Phones - Direct Lines		Police, Operations Division, Postage	\$12.48
Phones - Direct Lines		Finance & Admin. Services, Administrative Services, Postage	\$5.82

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Phones - Direct Lines		Police, Operations Division, Postage	\$15.02
Phones - Direct Lines		Parks, Rec. & Senior Services, Swim Center Division, Telephone, Postage	\$4.00
Phones - Direct Lines		Storm Drainage Utility, , Telephone, Postage	\$1.66
Phones - Direct Lines		Sewer Utility, , Telephone, Postage	\$7.00
Phones - Direct Lines		Sewer Utility, , Telephone, Postage	\$5.82
Phones - Direct Lines		Operations Division, , Telephone, Postage	\$6.00
Phones - Direct Lines		Parks, Rec. & Senior Services, Park Maintenance, Telephone, Postage	\$3.33
Phones - Direct Lines		Storm Drainage Utility, , Telephone, Postage	\$2.00
Phones - Direct Lines		Parks, Rec. & Senior Services, Swim Center Division, Telephone, Postage	\$3.33
Phones - Direct Lines		Operations Division, , Telephone, Postage	\$4.99
		Claimant Total:	\$684.21
Radio Shack			
Port Hub	13510	75633	
		Police, Operations Division, Office & Operating Supplies	\$21.75
		Claimant Total:	\$21.75
Redflex Traffic Systems			
Traffic Control System	13775	75634	
		Public Safety Fund, , Professional Services	\$14,550.00
		Claimant Total:	\$14,550.00
Reliable Security Services			
Camera Repairs	13813	75635	
		General Government, Facilities & Property Division, Repairs & Maintenance	\$282.34
		Claimant Total:	\$282.34

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Resource Planning Association Training - Registration, C Mas Engineering, Engineering, Travel, Conf, Schooling	11567	75636	\$815.00
Claimant Total:			\$815.00
RH2 Engineering Inc Praxair Plant Expansion WaterNon-Rev/Non-Exp, , Billable Engineering	7295	75637	\$122.22
Groundwater Supply Development	Water Utility, , Professional Services		\$3,835.98
Claimant Total:			\$3,958.20
Ricoh Americas Corporation Copier Maintenance	7302	75638	\$71.24
	Finance & Admin. Services, Acministrative Services, Repairs & Maintenance		
Copier Maintenance	Finance & Admin. Services, Finance Division, Repairs & Maintenance		\$106.86
Copier Maintenance	Police, Operations Division, Repairs & Maintenance		\$228.21
Copier Maintenance	Legislative, , Repairs & Maintenance		\$59.37
Copier Maintenance	Executive, Executive, Repairs & Maintenance		\$106.86
Copier Maintenance	Community Development, Planning Division, Repairs & Maintenance		\$83.11
Copier Maintenance	Community Development, Building Division, Repairs & Maintenance		\$77.18
Copier Maintenance	Executive, Human Resources, Miscellaneous		\$89.05
Copier Maintenance	Police, Communications/Dispatch, Repairs & Maintenance		\$38.15
Claimant Total:			\$860.03
Robblee's Total Security Inc Keys	13950	75639	\$52.60
	General Government, Facilities & Property Division, Office & Operating Supp		

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Padlocks		Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie	\$71.64
Claimant Total:			\$124.24
Robinson Engineers LLC	13951	75640	
20th Street Improvements	20th Ave - 54th to 63rd, , Engineering		\$19,225.00
Claimant Total:			\$19,225.00
Rodabaugh II, John L.	13966	75641	
Prosecuting Services	Executive, Legal, Prosecution		\$10,000.00
Claimant Total:			\$10,000.00
Round Butte Products	13975	75642	
Salt	Parks, Rec. & Senior Services, Swim Center Division, Supplies - Chemicals		\$250.94
Claimant Total:			\$250.94
Semisi-Tupou, Vaivao	14893	75643	
Interpreter 3/11	Municipal Court, Municipal Court, Professional Services		\$145.00
Claimant Total:			\$145.00
Sports Service	15350	75644	
Boots, Pants	Engineering, Engineering, Uniform Clothing		\$100.19
Boots	Drainage District #21, , Office & Operating Supplies		\$64.73
Claimant Total:			\$164.92
Springbrook Software	15354	75645	
Data Mapping Service	Finance & Admin. Services, Finance Division, Professional Services		\$1,000.00
Claimant Total:			\$1,000.00
Sterling Reference Laboratorie	15912	75646	
Analysis thru 2/19	Municipal Court, Probation Division, Professional Services		\$401.61
Claimant Total:			\$401.61

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Sumner Tractor & Equipment	16000	75647	
Grease Gun, Funnel, Tire Valve	Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie		\$177.18
Claimant Total:			\$177.18
Swenson, Gary	16054	75648	
Principal Payment - Apr	REET I, , Principle/59th Ave Property		\$3,646.02
Interest Payment - Apr	REET I, , Interest/59th Ave Property		\$1,993.88
Claimant Total:			\$5,639.90
Tacoma Electric Supply Inc	16350	75649	
Ballasts	Parks, Rec. & Senior Services, Swim Center Division, Office & Operating Sup		\$348.16
Breaker	Parks, Rec. & Senior Services, Swim Center Division, Office & Operating Sup		\$68.42
Claimant Total:			\$416.58
Tacoma Regional CVB	16700	75650	
Shirt	Tourism/Promotion/VCB, , Advertising		\$117.00
Claimant Total:			\$117.00
Tacoma Screw Products	16850	75651	
Safety Vests	Water Utility, , Office & Operating Supplies		\$57.62
Studs, Washers, Nut Setter	, , Office & Operating Supplies		\$82.46
Safety Vests	Sewer Utility, , Office & Operating Supplies		\$57.62
Safety Vests	Operations Division, , Office & Operating Supplies		\$57.62
Bolts, Washers, Hex Nuts, Bit	General Government, Facilities & Property Division, Office & Operating Supp		\$49.46
Angle Stock, Arrow Clip, Cutti	General Government, Facilities & Property Division, Office & Operating Supp		\$6.89

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
		Claimant Total:	\$311.67
Taylor Technologies Inc	16737	75652	
Reagent Test Kit	Parks, Rec. & Senior Services, Swim Center Division, Supplies - Chemicals		\$58.70
		Claimant Total:	\$58.70
Tim, Sarith	17199	75653	
Interpreter 2/27	Municipal Court, Municipal Court, Professional Services		\$100.00
		Claimant Total:	\$100.00
Titus Will Ford	17250	75654	
Brake Kit, Calipers, Rotor - V	, , Repair Parts - Police		\$583.34
		Claimant Total:	\$583.34
TMI Salt Pure Corporation	17262	75655	
Chemicals	Parks, Rec. & Senior Services, Swim Center Division, Supplies - Chemicals		\$218.65
Chemicals	Parks, Rec. & Senior Services, Swim Center Division, Supplies - Chemicals		\$41.35
		Claimant Total:	\$260.00
United Parcel Service	17897	75656	
Delivery Costs	Police, Operations Division, Postage		\$7.23
		Claimant Total:	\$7.23
US Bank	17642	75657	
Admin Fees	Finance & Admin. Services, Finance Division, Miscellaneous		\$25.00
		Claimant Total:	\$25.00
Verizon Wireless	17665	75658	
Phones	Parks, Rec. & Senior Services, Swim Center Division, Telephone, Postage		\$136.47
Phones	Parks, Rec. & Senior Services, Park Maintenance, Telephone, Postage		\$281.67
Phones	Visitor Information Center, , Chamber Partnership/Marketing		\$59.86

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<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Phones		Community Development, Planning Division, Postage	\$112.42
Phones		Community Development, Building Division, Postage	\$225.40
Phones		Parks, Rec. & Senior Services, Senior/Community Center Div., Telephone, Pos	\$70.26
Phones		Finance & Admin. Services, Administrative Services, Postage	\$28.10
Phones		Finance & Admin. Services, Finance Division, Postage	\$86.35
Phones		Executive, Human Resources, Postage	\$56.21
Phones		Municipal Court, Municipal Court, Telephone, Postage	\$112.42
Phones		Parks, Rec. & Senior Services, Recreation Division, Telephone/Postage	\$111.85
Phones		Executive, Executive, Postage	\$132.41
Phones		Executive, Legal, Prosecution	\$56.21
Phones		Legislative, , Postage	\$393.48
Phones		Executive, Information Technology/IT, Telephone, Postage	\$134.58
Claimant Total:			\$1,997.69
WA Assoc Sheriff-Police Chiefs	18301	75659	
Membership Dues		Police, Operations Division, Miscellaneous	\$75.00
Claimant Total:			\$75.00
WA Municipal Treasurers Assoc	18345	75660	
Membership Dues		Finance & Admin. Services, Finance Division, Miscellaneous	\$40.00
Claimant Total:			\$40.00

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
WA St Assoc of Senior Centers Registration - Conference, J WParks, Rec. & Senior Services, Senior/Community Center Div., Travel, Conf,	19327	75661	\$395.00
Claimant Total:			\$395.00
WA ST Dept Of Inf Svcs Scan	15772	75662	\$54.68
Claimant Total:			\$54.68
WA ST Dept Of Transportation Training - Registration, K Gil	15750	75663	\$75.00
Engineering, Engineering, Travel, Conf, Schooling			
Claimant Total:			\$75.00
Water Mgmt Laboratories Inc Water Testing	19000	75664	\$240.00
Water Utility, , Miscellaneous			
Water Testing	Water Utility, , Miscellaneous		\$120.00
Water Testing	Water Utility, , Miscellaneous		\$120.00
Claimant Total:			\$480.00
Wescom Communications Radar Calibrations	19058	75665	\$163.50
Police, Operations Division, Repairs & Maintenance			
Radar Calibrations	Police, Operations Division, Repairs & Maintenance		\$130.80
Radar Calibrations	Police, Operations Division, Repairs & Maintenance		\$130.80
Radar Calibrations	Police, Operations Division, Repairs & Maintenance		\$163.50
Radar Calibration	Police, Operations Division, Repairs & Maintenance		\$98.10
Radar Calibrations	Police, Operations Division, Repairs & Maintenance		\$98.10
Radar Calibrations	Police, Operations Division, Repairs & Maintenance		\$98.10

<u>CLAIMANT</u>	<u>CLAIMANT#</u>	<u>VOUCHER</u>	<u>AMOUNT</u>
Radar Calibrations	Police, Operations Division, Repairs & Maintenance		\$98.10
Claimant Total:			\$981.00
Western Equipment Distributors	19123	75666	
Air Oil & Fuel Filters, Spark	Parks, Rec. & Senior Services, Park Maintenance, Office & Operating Supplie		\$68.15
Claimant Total:			\$68.15
XC2 Software	18648	75667	
Backflow Prevention Software	Water Utility, , Professional Services		\$925.00
Claimant Total:			\$925.00
Yoshida, Sachiko	20020	75668	
Principal Payment - Apr	Non-Departmental, , Principal/Yoshida		\$3,594.03
Interest Payment - Apr	Non-Departmental, , Interest/Yoshida		\$2,075.93
Claimant Total:			\$5,669.96
Yoshioka, Robert and Vicki	20021	75669	
Interest Payment - Apr	Non-Departmental, , Interest/Yoshioka		\$8,981.83
Principal Payment - Apr	Non-Departmental, , Principal/Yoshioka		\$9,697.00
Claimant Total:			\$18,678.83
Zumar Industries Inc	19650	75670	
Corner Bolt, Crosspiece, Rivet Maintenance	Division, , Traf Cntrl - Signs & markings		\$370.46
Telespar, Anchor	Maintenance Division, , Traf Cntrl - Signs & markings		\$1,254.68
Sign	Maintenance Division, , Traf Cntrl - Signs & markings		\$60.93
Claimant Total:			\$1,686.07
Grand Total:			\$322,479.46

March 18, 2009

MEMORANDUM
For Meeting of March 24, 2009

TO: Mayor and Councilmembers
 THROUGH: Steve Worthington, City Manager
 FROM: Kurt Reuter, Parks, Recreation & Community Services Director
 SUBJECT: Proclamation – Parks Appreciation Day

REPORT IN BRIEF: The City of Fife will participate in the 2009 Parks Appreciation Day event to be held on Saturday, April 18th.

BACKGROUND: The City of Fife will once again take part in the annual “Parks Appreciation Day” event observed throughout Pierce County. The City is one of many jurisdictions across the county that participate in this all volunteer cleanup activity.

DISCUSSION: The City of Fife is proud to be participating in this regional event that helps educate our citizens about the important role public parks have in our communities. Fountain Memorial Park will again be the focus of our efforts this year. Our work plan includes weeding, pruning, and flower planting with the help of local citizen volunteers and service organizations.



The City of Fife further supports this regional event by providing a link to the official Parks Appreciation Day website via our City website.

Kurt Reuter

Kurt Reuter
 Parks, Recreation & Community
 Services Director

Steve Worthington

Approved for Agenda:
 Steve Worthington, City Manager

City of Fife

A PROCLAMATION OF THE CITY OF FIFE, PROCLAIMING APRIL 18, 2009 AS PARKS APPRECIATION DAY

WHEREAS, parks, playgrounds, nature trails, open spaces, community and cultural centers, and historic sites make a community attractive and desirable places to live, work, play and visit to contribute to our ongoing economic vitality; and

WHEREAS, parks are a place where people can reflect, re-energize or socialize; a place where everyone is welcome; and a place that builds community; and

WHEREAS, parks, greenways and open spaces provide a welcome respite from our fast paced lifestyles while protecting and preserving our natural environment; and

WHEREAS, numerous jurisdictions, cities and organizations have joined together to create an event that encourages citizens to celebrate the value and enhanced quality of life that parks bring to our communities; and

WHEREAS, The News Tribune, Starbucks Coffee, and many other businesses, benefactors, organizations and donors have provided sponsorships and donations to support this event that will bring citizens together to support their local parks; and

WHEREAS, hundreds of people of all ages have pledged to volunteer their time to clean-up and beautify parks and open space throughout Tacoma and Pierce County on Saturday, April 18, 2009; now, therefore, be it

RESOLVED by the City of Fife, that it hereby designates April 18, 2009, as Parks Appreciation Day and encourages all citizens to celebrate by participating in this event and visiting their local parks and other regional parks throughout Pierce County.

Dated this 24th day of March, 2009

Mayor Barry Johnson

March 18, 2009

MEMORANDUM
For Meeting of March 24, 2009

TO: Mayor and Councilmembers
THROUGH: Steve Worthington, City Manager
FROM: Kurt Reuter, Parks, Recreation & Community Services Director
SUBJECT: Proclamation – Arbor Day Observance

REPORT IN BRIEF: Background on Arbor Day Proclamation

BACKGROUND: The City of Fife will once again recognize Arbor Day as a commemorative occasion in our community. Arbor Day was first proclaimed in 1872 by the Nebraska Board of Agriculture. This first observance was celebrated with the planting of over one million trees. 2009 will mark the 137th anniversary of the event we have come to acknowledge as Arbor Day. Over the years and around the world Arbor Day has enlightened and educated people as to the importance of trees. They are vital to the health of our planet, beautify our surroundings, and provide the raw materials for many things that we use and enjoy every day.

DISCUSSION: The City of Fife is proud to proclaim the observance of Arbor Day in our community.



For more information on Arbor Day and ways that you can join in the national celebration of this event, visit the National Arbor Day Foundation website at www.arborday.org.


Kurt Reuter
Parks, Recreation & Community
Services Director


Approved for Agenda:
Steve Worthington, City Manager

PROCLAMATION

Arbor Day

March 24, 2009

Whereas, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, 2009 is the 137th anniversary of the holiday and Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and beautify our community, and

Whereas, trees, wherever they are planted, are source of joy and spiritual renewal,

Now, Therefore, I, Barry Johnson, Mayor of the City of Fife, do hereby proclaim April 24, 2009 as the 137th anniversary celebration of Arbor Day in the City of Fife, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well being of this and future generations.

Dated this 24th day of March, 2009

Mayor Barry Johnson

March 17, 2009

MEMORANDUM
For Meeting of March 24th, 2009

TO: Mayor and Councilmembers
THROUGH: Steve Worthington, City Manager
FROM: Laurel Potter, Marketing Coordinator
SUBJECT: Trade Show Prize Drawing

REPORT IN BRIEF: The Marketing Coordinator attend two trade shows and collected entries for prize drawings for “staycations” in the City of Fife.

BACKGROUND: The position attend the Seattle Trade Show (January 24-25) and the Vancouver Outdoor Adventure Show (February 14-15) with the Tacoma Regional Convention & Visitors Bureau and other regional partners. A prize drawing was advertized at the booth and garnered roughly 700 entries. Each entry contained the name, phone number, zip code, and e-mail of the registrant and will be used for demographic information as well as a marketing resource.

Moira Hurley, Sales Manager at TRCVB, will also be presenting the drawing.

Prizes:

- Dinner for two at Emerald Queen Casino (three drawings)
- Grand Prize: Two night stay at Baymont Inn & Suites in Grand Turret Suite, Dinner for two at Emerald Queen, Weekend car rental at Infiniti of Fife

DISCUSSION: Mayor please draw winners.

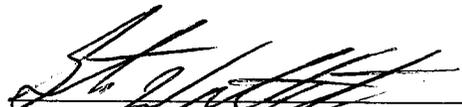
FISCAL IMPACT: None.

ALTERNATIVE COURSES OF ACTION: None.

RECOMMENDATIONS [or add “/SUGGESTED MOTION”]: None.



Laurel Potter,
Marketing Coordinator



Approved for Agenda:
Steve Worthington, City Manager

MEMORANDUM
For Meeting of March 24, 2009

TO: Mayor and Councilmembers
FROM: Steve Worthington, City Manager
SUBJECT: Resolution 1293-Authorizing ILA with Pierce County Library District

REPORT IN BRIEF:

Agreement presented for Council approval regarding Pierce County library services in the event of annexation and authorizes the City Manager to execute the agreement on behalf of the City.

BACKGROUND:

The Pierce County Library District ("PCLS") provides library services to the citizens of unincorporated Pierce County, Washington (the "County"), and those cities and towns within Pierce County that have chosen to annex into PCLS. The City of Fife, located within the County, has not annexed into PCLS and Fife City Council is considering annexing into PCLS, subject to the approval of the registered voters of the City. PCLS and the City have negotiated an agreement regarding the provision of library services in the City in the event of such annexation.

ATTACHMENTS:

Pierce County Library District ILA

DISCUSSION:



Approved for Agenda:
Steve Worthington, City Manager

RESOLUTION NO. 1293

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON AUTHORIZING AN AGREEMENT WITH THE PIERCE COUNTY LIBRARY DISTRICT REGARDING LIBRARY SERVICES IN THE EVENT OF ANNEXATION

WHEREAS, the Pierce County Library District (“PCLS”) provides library services to the citizens of unincorporated Pierce County, Washington (the “County”), and those cities and towns within Pierce County that have chosen to annex into PCLS; and

WHEREAS, the City of Fife, located within the County, has not annexed into PCLS; and

WHEREAS, the City Council of the City is considering annexing into PCLS, subject to the approval of the registered voters of the City; and

WHEREAS, PCLS and the City have negotiated an agreement regarding the provision of library services in the City in the event of such annexation; now therefore

BE IT RESOLVED that the City Council hereby approves the Agreement Regarding Library Services in the Event of Annexation attached hereto as Exhibit A and authorizes the City Manager to execute the Agreement on behalf of the City.

ADOPTED by the City Council at an open public meeting held on the 24th day of March, 2009.

Barry D. Johnson, Mayor

Attest:

Steve Marcotte, City Clerk

**AGREEMENT
REGARDING LIBRARY SERVICES
IN THE EVENT OF ANNEXATION**

This AGREEMENT REGARDING LIBRARY SERVICES IN THE EVENT OF ANNEXATION (this "Agreement"), dated as of _____, 2009, is made by and between the PIERCE COUNTY RURAL LIBRARY DISTRICT, doing business as the Pierce County Library System ("PCLS"), a Washington rural county library district, and the CITY OF FIFE (the "City"), a Washington code city.

RECITALS

WHEREAS, PCLS provides library services to the citizens of unincorporated Pierce County, Washington (the "County"), and those cities and towns within Pierce County that have chosen to annex into PCLS; and

WHEREAS, the City, located within the County, has not annexed into PCLS; and

WHEREAS, pursuant to Ordinance No. ____, adopted by the City Council of the City on _____, 200__, the City has found that the public interest will be served by annexing into PCLS and has stated its intent to do so, subject to the approval of the registered voters of the City in a special election thereon to be held in the City on November 3, 2009; and

WHEREAS, PCLS and the City now desire to memorialize their agreements regarding the provision of library services in the City in the event of the approval of such annexation by the registered voters of the City; and

NOW, THEREFORE, in consideration of their mutual agreements set forth herein, PCLS and the City hereby agree that, if the registered voters in the City approve the annexation of the City into PCLS, then:

1. Library Cards. The citizens of the City would be eligible to receive PCLS library cards immediately following the certification of the November 3, 2009 election results.

2. Branch Library.

(a) PCLS and the City acknowledge that, notwithstanding the approval of the annexation by the registered voters of the City, the earliest that PCLS would receive any tax revenues from the area within the corporate limits of the City would be April 2011. In light of that reality and subject to the availability of rental space that PCLS determines is suitable for a branch library, PCLS will provide a branch library in approximately 6,000 square feet of leased space within the City commencing June 1, 2011. Space shall be deemed suitable if it meets the criteria attached hereto as Exhibit A.

(b) PCLS and the City will work cooperatively to plan for the development of a permanent branch library in the City (which shall include a meeting room), not smaller than 6,500 square feet, on the understanding that such facility will only be built if the PCLS Board of Trustees determines to seek the issuance of bonds therefor (either by PCLS or a library capital facility area), and such bonds are approved by the voters.

3. Interim Library Services.

PCLS will begin providing the following community and outreach services to customers within the City commencing January 1, 2010: (i) delivery of library materials to childcare facilities; (ii) services to the homebound; (iii) services to Spanish-speaking citizens; (iv) summer reading program; and (v) More Than Books van, Explorer and bookmobile services..

4. Dispute Resolution. If a dispute arises between PCLS and the City concerning the performance of any provision of this Agreement or the interpretation thereof, and PCLS and the City are unable to resolve their differences through informal discussions, the parties will endeavor to settle the dispute by mediation under such mediation rules as shall be agreeable to the parties. Such mediation will be non-binding but a condition precedent to having the dispute resolved pursuant to litigation.

In the event any action is brought to enforce any provision of this Agreement, the parties agree to be subject to exclusive jurisdiction in the Pierce County Superior Court, and agree that in any such action venue shall lie exclusively in Pierce County.

5. Duration of Agreement. This Agreement shall become effective on the date first written above and shall remain in full force and effect until the earlier of (a) the failure of the registered voters in the City to approve such annexation at the special election held on November 3, 2009, or (b) December 31, 2011.

6. Relationship of the Parties. The parties to this Agreement are independent and nothing in this Agreement is intended to create a partnership, joint venture or other mutual undertaking between the parties.

7. No Assignment. The terms, covenants and conditions set forth in this Agreement shall be deemed personal to the parties hereto and may not be assigned or transferred to any other person.

8. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto, and no third party shall be entitled to claim or enforce any rights hereunder except as specifically provided herein.

9. Severability. In the event any part of this Agreement is declared void or invalid, the remaining portions of this Agreement shall not be affected, but shall remain in full force and effect.

10. Modification. The obligations of the parties to this Agreement may not be modified, amended or waived except by written agreement executed by both parties.

11. Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same contract.

12. Entire Agreement. The parties hereto agree that this Agreement constitutes the only agreement between them regarding library services in the event of the annexation of the City into PCLS, and that no oral representations or no prior written matter extrinsic to this instrument shall have any force or effect.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date and date first written above.

CITY OF FIFE

PIERCE COUNTY RURAL LIBRARY DISTRICT

By: _____
Steve Worthington, City Manager

By: _____
Director

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

MEMORANDUM
For Meeting of March 24, 2009

9B

TO: Mayor and Councilmembers
TROUGH: Steve Worthington, City Manager
FROM: Carl Durham, Acting Community Development Director, Chris Pasinetti,
Planner 1
SUBJECT: Resolution No. 1294 - Agreement to renew services with Pierce County Conservation District

REPORT IN BRIEF: Resolution No. 1294 would contract the City of Fife with the Pierce County Conservation District. This contract would ensure services needed for review of habitat management, planting, and other critical area plans throughout the city for private and public development.

BACKGROUND: The City of Fife has contract services from the Pierce County Conservation District ("Stream Team") since 1996. Begun in 1994, Stream Team has grown from a one-year program focused on a small geographic area, to a countywide, multi-activity organization that has worked with thousands of volunteers over the last decade. Housed within the Pierce Conservation District, Stream Team receives funding from Pierce County and a number of local cities through a \$5/per parcel conservation assessment fee. This fee does not apply to Fife residents, but Stream Team and the city have a longstanding partnership whereby a yearly contract allows Stream Team to work in the Fife community. Additional funding comes from a variety of grant sources, and there is three staff to coordinate the program.

DISCUSSION: The Basic Program Activities for this year's contract, located in attachment A to Resolution 1294 also includes activities specific to Fife's needs. These specific activities include consultation on wetland mitigation plans for Brookville Gardens Park restoration portion of Wapato Creek, Stowe Property (Coldwater Creek LLC) and Sunrise at Radiance. This contract also includes other projects that may need review. Those projects include: Benaroya and Freeman Road. This contract also includes working with staff on the Wapato Creek restoration plan and other technical assistance needs for this coming year.

FISCAL IMPACT: The contract is for \$6,000 dollars for the year. Other work included beyond the normal scope is noted in Attachment A at a cost \$50.55 per hour up to 40 hours.

ALTERNATIVE COURSES OF ACTION:

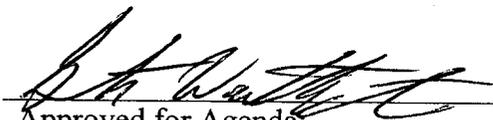
1. Approve Resolution No. 1294.
2. Amend Resolution No. 1294, and then approve the amended resolution.
3. Decline approval of Resolution No. 1294.

RECOMMENDATIONS: Approve Resolution No. 1294.

SUGGESTED MOTION: Motion to approve Resolution No. 1294.



Carl Durham, Acting Community
Development Director



Approved for Agenda.
Steve Worthington, City Manager

RESOLUTION NO. 1294

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE PIERCE COUNTY CONSERVATION DISTRICT.

WHEREAS, the City of Fife has contracted with the Pierce County Conservation District for services; and

WHEREAS, the City of Fife has contracted with the Pierce County Conservation District for stream and habitat third party review; and

WHEREAS, the City of Fife does not employ a stream and habitat biologist; now, therefore

BE IT RESOLVED that the City Council approves the Agreement with the Pierce County Conservation District attached hereto as Exhibit A and authorizes the City Manager to execute the Agreement on Behalf of the City and to pay the amounts necessary and take such other further acts as necessary to effectuate the agreement.

Adopted by the City Council at an open public meeting held on the 24th day of March, 2009.

Barry D. Johnson, Mayor

Attest:

Steve Marcotte, City Clerk

PERSONAL SERVICE AGREEMENT

Date and Parties. The Agreement, for reference purposes only. Is dated the ____ day of _____, 2009 and is entered into by and between the **City of Fife**, herein referred to as the "City" and the **Pierce Conservation District**, herein referred to as the "District".

Scope of District's Service. The District agrees to provide to the City services outlined as set forth in the Attachment "A" entitled "Pierce Conservation District Stream Team Program Scope of Work 2009", attached hereto and incorporated herein.

Performance. The District's right to reimbursement under this agreement for services performed as described in Attachment "A" hereunder shall be predicated on the District performing these services during the agreement period which shall commence on the day of signing of the agreement and shall terminate on the day of payment for completed services.

Accounting and Payment for District Services. The City shall compensate the District through direct payment to the District of a sum not to exceed \$6,000.00, which includes \$500 towards our participation in the Puyallup Fair. Said compensation will be for services rendered pursuant to this agreement. The District recognizes that the City, as a municipal corporation, is prohibited from paying in advance for services. The District shall invoice the City for work performed in recognition of the payment schedule of the City. The City pays bill after the second and fourth Tuesday of the month. In order to be paid on either of those dates the invoices must be received by the City at least ten (10) business days before those dates. In the event this deadline is missed there will be a delay in payment to the District until after the next applicable date. The District agrees to continue work if said deadline is missed through actions of the District.

Independent Contractor. The District's service shall be furnished by the District as an independent contractor and nothing herein contained shall be construed to create a relationship of employer-employee between the District and City and all services performed shall be made and performed pursuant to this agreement by the District as an independent contractor.

The District will be responsible for setting its own work hours. City equipment will not be used.

Indemnification. The District 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.

Modification. Either party may request changes in scope or services, or performance standards. Any and all modifications shall be mutually agreed upon incorporated by written amendments to this agreement and signed by both parties.

Termination. Either party may terminate this agreement at any time with or without notice in writing to the other party. This notice is to be given a minimum of two (2) weeks prior to the termination date. Termination by either party shall not constitute a breach of this agreement. This paragraph is not intended to modify paragraph three in reference to payment of services. To the extent city fails to pay any invoice when due provisions of paragraph three shall control and the District will not have a duty to give any notice required by this paragraph. Should either party terminate this Agreement pursuant to provisions of this paragraph, the City shall be responsible for paying all outstanding invoices up to the date of termination and upon payment of the same, District shall turn over all files and records pertaining to the agreement to the City.

Entire Agreement. This written agreement represents the entire agreement between the parties and supersedes any prior oral statements, discussions or understandings between parties.

Dated this _____ day of _____, 2009.

PIERCE CONSERVATION DISTRICT
5430 66th Ave. E.
P.O. Box 1057
Puyallup, WA 98371

CITY OF FIFE
5411 - 23rd Street East
Fife, WA 98424

BY: _____
Ernie Bay
Chairman

BY: _____
Steve Worthington
City Manager

BY: _____
Monty Mahan
District Manager

BY: _____
Steve Marcotte
Interim Clerk/Treasurer

Approved as to form:

Loren Combs
City Attorney

Pierce Conservation District Stream Team Program

Scope of Work 2009

The Pierce Conservation District's Stream Team Program is sponsored by the Cities of Bonney Lake and Fife. Cities contributing to Stream Team through the Conservation District assessment funds include Fircrest, Lakewood, Milton, Puyallup, Steilacoom, Sumner, Tacoma and University Place. Pierce County is also contributing to Stream Team through assessment funds.

The purpose of the Stream Team program is to: 1) Involve citizens in observing, monitoring, recording and reporting stream and lake conditions; 2) Create a community information exchange that will increase awareness of how our activities affect water resources; 3) Improve water quality through direct citizen involvement; 4) Motivate the public to change their habits for the sake of fish and wildlife; and 5) Provide useful data to resource agencies.

Stream Team Program Funding for 2009 (tentative):

<i>City of Bonney Lake</i>	<i>\$ 18,000</i>
<i>City of Fife</i>	<i>\$ 6,000</i>

Basic Program Activities 2009:

1. Coordinate and organize workshops or tours covering various activities, topics, and watersheds in the county as requested by entity and/or as funding allows. Topics may include but are not limited to: water quality, backyard conservation, salmon life cycle, macroinvertebrates, and native plants.
2. Contribute Stream Team articles to the Tahoma View newsletter, which goes out to Stream Team and Conservation District mailing lists.
3. Conduct water quality trainings and presentations for educational groups throughout the area upon request.
4. Coordinate the lake monitoring program in Lakewood, Bonney Lake and Tacoma.
5. Visit and evaluate water quality monitoring sites. Hold quality control/quality assurance trainings for all monitors.

Attachment A

6. Depending on requests from entities and available funding, plan, coordinate, and implement revegetation and maintenance projects using Stream Team volunteers.
7. Continue the stormdrain stenciling program. Provide assistance to groups that are interested in stenciling. Upon request, assist entities with planning and preparation of city-wide stenciling days.
8. Work with local schools and other interested community groups to formerly adopt stream sites and follow through with stewardship activities.
9. Update and continue to expand the Stream Team website with the goal of making it more user friendly for volunteers and the general public.
10. Continue to seek partnerships with other agencies and/or organizations within Pierce County in order to avoid duplication of efforts and combine resources to better serve the public.
11. Continue to customize computer software programs to track volunteers, water quality data, and other information associated with the Stream Team Program.
12. Monitor and conduct needed maintenance on riparian plantings (dependent upon funding and staff availability).
13. Coordinate the Stream Team booth at the Puyallup Fair. **Each entity will be asked to contribute staff to the booth during the week.**
14. Recognize volunteer efforts at Pierce Conservation District annual meeting.
15. Provide water quality data to supporting jurisdictions and other appropriate entities (e.g. volunteers, consultants, etc.) upon request.
16. Participate with Pierce County in the macroinvertebrate sampling effort. Assist partner entities with collection of macroinvertebrate samples upon request.
17. Expand recruitment of volunteers through media relations (radio spots, newspaper articles, ads).
18. Prepare an annual report for the Stream Team Program for the period January 1 to December 31, 2009.

Activities Specific to Fife (2009):

1. Provide special review or consultation on a wetland mitigation plan or other similar document or project by the Stream Team Coordinator for the 2009 year shall include: Brookville Gardens Park, Stowe, and Sunrise at Radiance (up to 40 hours).
2. All other special review or consultations on a wetland mitigation plan or other similar document or project by the Stream Team Coordinator for the 2009 year above 40 hours shall be reimbursed at a rate of **\$50.55 per hour** (Coordinator's hourly composite rate plus 15% for admin fee), as agreed by the City and the District. These include but are not limited to the Benaroya and Freeman Road projects.
3. Work with the City in the development of their Wapato Creek restoration plan. Stream Team can provide assistance on water quality issues, volunteer recruitment, native plant species, stream and wetland plantings, and habitat restoration and/or enhancement.
4. Provide technical assistance and/or volunteer coordination upon request from public or private landowners along riparian areas in Fife.

MEMORANDUM
For Meeting of March 24, 2009

TO: Mayor and Councilmembers
 THROUGH: Steve Worthington
 FROM: Russ Blount
 SUBJECT: **Resolution 1295** – Authorize execution of the “Second Sanitary Sewer Service Area Agreement” with Pierce County

REPORT IN BRIEF: Approve an agreement adjusting Fife’s sewer service territory to include recently annexed areas and establishing the process for further revisions upon further annexations.

BACKGROUND: The City of Fife annexed the area near the Pacific Highway East area east of 62nd Avenue East through Ordinance 1558, adopted on March 22, 2005 and annexed the Bentheim Loop neighborhood through Ordinance 1681, adopted on December 9, 2008.

The City of Fife had previously negotiated an agreement with Pierce County for the transfer of service territories associated with previous annexations, and it is appropriate that this agreement be modified to reflect the more recent annexations.

ATTACHMENTS: Resolution 1295, draft agreement including Exhibits A and B, original agreement with Pierce County.

DISCUSSION: This is a bit of a “housekeeping matter” as the change in service territory is simply a reflection of the Council’s previous actions in annexing additional areas into the City of Fife.

FISCAL IMPACT: No direct impact.

ALTERNATIVE COURSES OF ACTION:

1. Approve Resolution 1295 as drafted.
2. Amend Resolution 1295, and then approve the amended resolution.
3. Decline to approve Resolution 1295.

RECOMMENDATIONS: Approve Resolution 1295 as drafted.

SUGGESTED MOTION: Motion to approve Resolution 1295.



Russ Blount
 Public Works Director

Approved for Agenda



Steve Worthington
 City Manager

RESOLUTION NO. 1295

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON AUTHORIZING AN AMENDMENT TO THE PIERCE COUNTY – CITY OF FIFE SANITARY SEWER AREA AGREEMENT, CONTRACT NO. 99-9992

WHEREAS, on May 1, 1999, the City and Pierce County executed a sanitary sewer agreement, hereinafter known as the First Sanitary Sewer Agreement which outlined the rights and responsibilities to sewer service areas and sewer facilities owned by the parties; and

WHEREAS, since execution of the First Sanitary Sewer Agreement, the City has applied for and received approval for annexations of certain areas that are within the County's sewer service area and were not areas addressed by and subject to the First Sanitary Sewer Agreement; and

WHEREAS, the County and the City agree that the City is better suited to conduct long range planning for and to provide sewer service to the City's newly annexed areas; and

WHEREAS, the City has been unable to meet the timeframe identified in Section 4.B of the First Sanitary Sewer Agreement which required disconnecting and rerouting of City sewer flows and facilities serving Area "B" and has requested additional time to complete the obligation of reroute flows from the joint-use sewer facilities; and

WHEREAS, the City envisions additional annexations in the future and the parties desire to enter into an agreement that will automatically encompass any future annexations; and

WHEREAS, the parties have negotiated a Second Sanitary Sewer Service Area Agreement that amends the First Sanitary Sewer Agreement and encompasses the terms set forth above; now therefore

BE IT RESOLVED that the City Council hereby approves the Second Sanitary Sewer Service Area Agreement attached hereto as Exhibit A and authorizes the City Manager to execute the Agreement on behalf of the City.

ADOPTED by the City Council at an open public meeting held on the 24th day of March, 2009.

Barry D. Johnson, Mayor

Attest:

Steve Marcotte, City Clerk

**PIERCE COUNTY - CITY OF FIFE
SECOND SANITARY SEWER SERVICE AREA AGREEMENT**

THIS SECOND SANITARY SEWER SERVICE AREA AGREEMENT, herein known as the Second Agreement", is entered into by and between **PIERCE COUNTY**, a political subdivision of the State of Washington (herein referred to as "County") and the **CITY OF FIFE**, a municipal corporation of the State of Washington (herein referred to as "City").

RECITALS

WHEREAS, on May 1, 1999, the parties hereto executed a sanitary sewer agreement, hereinafter known as the First Sanitary Sewer Agreement which outlined the rights and responsibilities to sewer service areas and sewer facilities owned by the parties; and is attached hereto for reference as Exhibit "A".

WHEREAS, since execution of the First Sanitary Sewer Agreement, the City has applied for and received approval for annexations of certain areas that are within the County's sewer service area and were not areas addressed by and subject to the First Sanitary Sewer Agreement; and

WHEREAS, the County and the City agree that the City, is better suited to conduct long range planning for and to provide sewer service to the City's newly annexed areas; and

WHEREAS, the transfer of the portions of the County sewer system to the City as specified in this Second Agreement will not materially affect the operations of any of the County's remaining obligations to provide sewer service; and

WHEREAS, the City in exchange for such transfer will assume all ownership, operation, maintenance, planning and billing responsibility for those facilities including any associated indebtedness and will agree to compensate the County for the agreed upon value of the facilities being transferred; and

WHEREAS, the City has been unable to meet the timeframe identified in Section 4.B of the First Sanitary Sewer Agreement which required disconnecting and rerouting of City sewer flows and facilities serving Area "B" and has requested additional time to complete the obligation of reroute flows from the joint-use sewer facilities; and

WHEREAS, the County has determined that the County's system can continue to accept the City's flows for a period of time and that doing so will not materially affect the operations of any of the County's remaining obligations; and

Whereas, the City envisions additional annexations in the future and the parties desire to enter into an agreement that will automatically encompass any future annexations;

NOW, THEREFORE, in consideration of the foregoing recitals, the parties agree to the following:

Section 1. Unless amended or modified herein, the provisions of the First Sewer Service Agreement executed between the parties in May, 1999 remain valid and are incorporated into this agreement. If any conflict in interpretation arises between that agreement and this agreement, then the provisions of this Second Agreement shall control.

Section 2. This Second Agreement transfers additional sewer service areas to the City, specifically all portions of the County's service area that lie within the City limits at the time this document is executed as shown in Exhibit "B", attached hereto and incorporated by this reference.

Upon execution of this Second Agreement, the City will be responsible for all planning, billing, and permitting responsibilities for sewer service within the City limits. The City and the County shall each or jointly notify, by mail, all affected sewer customers of the change in service providers, within 60 days of execution of this agreement. The County will provide the City a list of current County customers within the City boundaries within 30 days of execution of this Second Agreement. Actual transfer of billing from the County to the City will occur within 120 days of execution of this Second Agreement based upon County and City billing cycles and any indebtedness associated with the transfer of facilities shall occur concurrently with the transfer of billing responsibilities.

Section 3. In Section 4 entitled "**Facilities to be Transferred**" of the First Sanitary Sewer Agreement, **the City and the County agreed that the City was to disconnect and reroute its Area "B" sanitary sewer facilities from County facilities within five years of the First Sanitary Sewer Agreement. The parties now agree to extend that time period as follows:**

- (a) The County grants the City an extension to the deadline to disconnect and reroute City sewer facilities serving the area identified as Area "B" in Section 3 of the First Sanitary Sewer Agreement. This extension shall commence upon the execution of this Second Agreement and shall terminate on January 1, 2015 unless extended by the County. All City sanitary sewer facilities serving Area "B" shall be disconnected and rerouted from County sanitary sewer facilities before that date.
- (b) The County may grant future extensions, but is not obligated to grant future extensions. Any request for extension must be made before July 1, 2013.
- (c) If the disconnection and rerouting of Area "B" have not been completed by

January 1, 2015, then the City shall be required to purchase permanent capacity from the County, in the joint-use facilities identified in the First Sanitary Sewer Agreement, for all properties within Area "B." The rate charged will be the County's connection charge rate, in effect at the time the capacity is purchased.

Section 4. In Section 4 of the First Sanitary Sewer Agreement entitled "**Jointly Used Facilities to be Retained by the COUNTY**", the County granted the City the use of 0.07 Million Gallons per Day (MGD) Average Dry Weather Flow (ADWF) within the Joint-Use Facilities of collection and treatment capacity in the County's sewer system. The parties henceforth agree that the County shall grant the City an additional 0.05 MGD ADWF, for a total of 0.12 MGD ADWF for service to both the area identified as Area "A" in Section 3 of the First Sanitary Sewer Agreement and the newly annexed sewer service area transferred to the City under this agreement. If cumulative wastewater flows from City customers in these two areas are more than 0.12 MGD ADWF for a sustained period of 90 days, the County will notify the City and the City will purchase additional treatment capacity for the overage based upon connection charge rates in effect at the time of the sustained overage or overages.

Section 5. The parties hereby agree to remove and replace Section 10 of the First Sanitary Sewer Agreement with the following section:

Upon incorporation of an annexation area into the City within the County's service area, the CITY will become responsible for all planning, billing, and permitting responsibilities for sewer service of that area. The City and the County shall notify, by mail, all affected sewer customers of the change in service providers, within 60 days of incorporation of the annexation area. Actual transfer of billing from the County to the City will occur within 120 days of execution of the agreement based upon County and City billing cycles. Connection to joint-use facilities will be in accordance with the provisions of this agreement.

Section 6. Copies of this Agreement, together with the resolution and/or ordinance of the each party's legislative body approving and ratifying this agreement, shall be filed with the Fife City Clerk and the Pierce County Auditor, and the Secretary of State of Washington after execution of the agreement by both parties.

WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2009.

CITY OF FIFE

PIERCE COUNTY

By _____
Steve Worthington Date
City Manager

Approved as to legal form only:

ATTEST:

By _____
Deputy Prosecuting Attorney Date

By _____
Steve Marcotte Date
City Clerk

Recommended:

Approved as to Form:

By _____
Budget and Finance Date

By _____
Loren D. Combs Date
Fife City Attorney

Approved:

Mailing Address:

By _____
Department Director Date
(less than \$250,000)

5411 23rd Street East
Fife, WA 98424

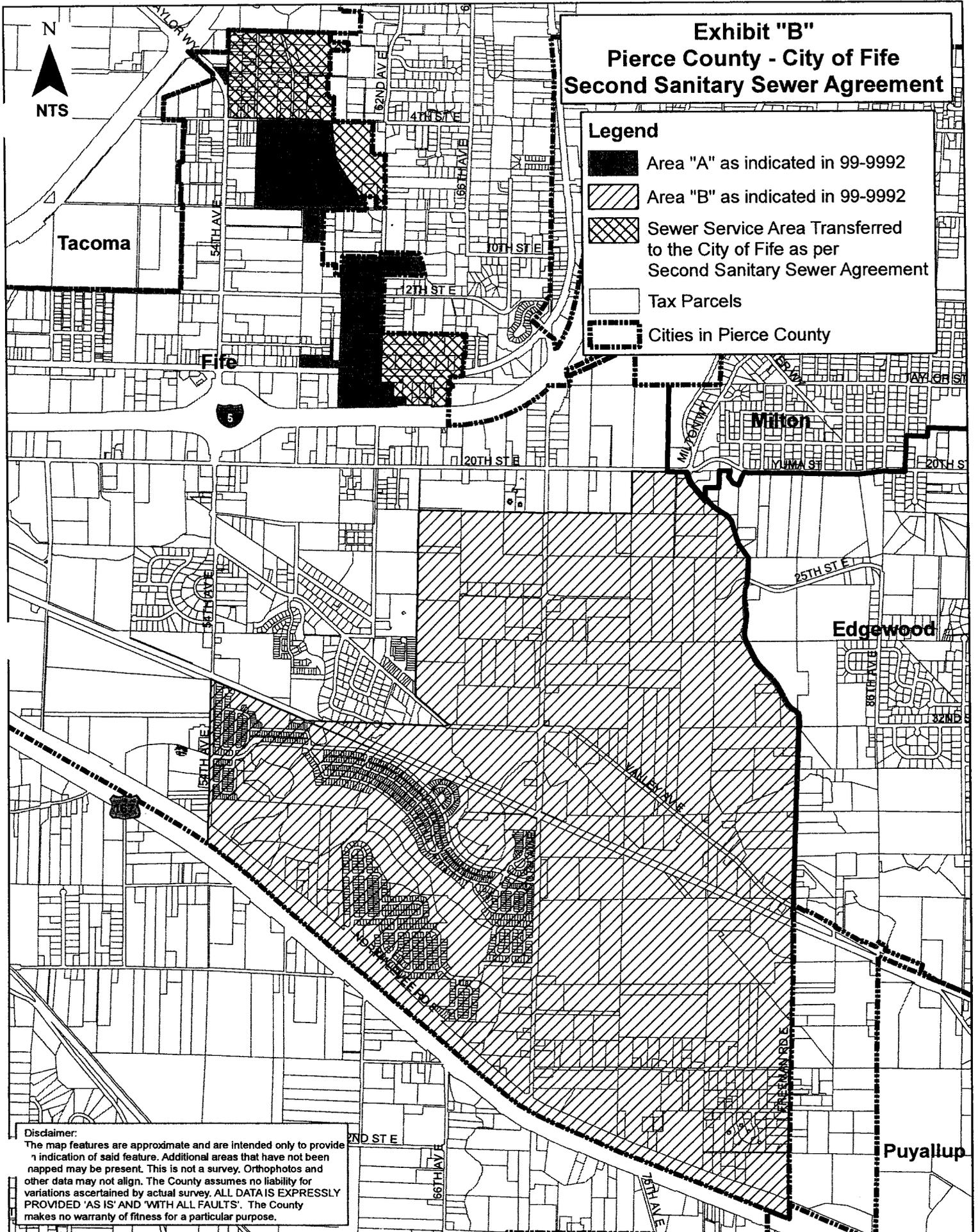
By _____
County Executive Date
(\$250,000 or more)

Exhibit "B"

Pierce County - City of Fife Second Sanitary Sewer Agreement

Legend

- Area "A" as indicated in 99-9992
- Area "B" as indicated in 99-9992
- Sewer Service Area Transferred to the City of Fife as per Second Sanitary Sewer Agreement
- Tax Parcels
- Cities in Pierce County



Disclaimer:
 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 and other data may not align. 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.

**PIERCE COUNTY - CITY OF FIFE
SANITARY SEWER AREA AGREEMENT - CONTRACT NO. 99-9992**

This agreement is made and entered into by and between **PIERCE COUNTY**, Washington, a municipal corporation and a political subdivision of the State of Washington (herein referred to as "COUNTY"), and the **CITY OF FIFE**, Washington, a municipal corporation and code city (herein referred to as the "CITY").

RECITALS

WHEREAS, pursuant to state law, the COUNTY and the CITY are each authorized to operate wastewater collection and treatment systems, and to enter into agreements regarding the transmission, disposal and treatment of wastewater and the operation and ownership of related facilities; and

WHEREAS, the COUNTY has established certain sewer planning areas within which it provides sewer service and conducts long range planning; and

WHEREAS, the COUNTY has historically conducted sewer planning in the unincorporated areas in and around the CITY; and

WHEREAS, the COUNTY owns and operates sewer transmission facilities in the Fife area and the wastewater collected by these facilities is treated at the Tacoma Central Wastewater Treatment Plant pursuant to an interlocal agreement with the City of Tacoma; and

WHEREAS, the CITY is also responsible for conducting long range sewer planning for properties within its municipal boundaries; and

WHEREAS, the CITY owns and operates certain CITY sewer transmission facilities that are adjacent to or in the vicinity of certain COUNTY sewer transmission facilities; and

WHEREAS, the CITY has adopted an urban growth area which includes certain areas that were included within the COUNTY's sewer service area and are designated to receive sewer service from the COUNTY; and

WHEREAS, the CITY has applied for and received approval for annexations of certain areas that are within the COUNTY's sewer service area and intends to apply for additional annexations of such areas; and



WHEREAS, on September 24, 1998, the parties hereto executed a sanitary sewer agreement which established a process and timeline for determining which of the two entities was to provide sanitary sewer service to existing COUNTY sewer customers whose properties were within the CITY limits, to properties within a COUNTY utility local improvement district adjacent to CITY limits, and to areas newly annexed by the CITY; and

WHEREAS, the COUNTY and the CITY agree that the CITY, with its newly annexed area and expanded urban growth area, is better suited to conduct long range planning and to provide sewer service for the areas that are described within this agreement; and

WHEREAS, the COUNTY wishes to transfer certain designated COUNTY service areas and sewer facilities to the CITY; and

WHEREAS, the transfer of the portions of the COUNTY system to the CITY as specified in this Agreement will not materially affect the operations of any of the COUNTY's remaining obligations; and

WHEREAS, the CITY in exchange for such transfer will assume all ownership, operation, maintenance, planning and billing responsibility for those facilities including any associated indebtedness and will agree to compensate the COUNTY; and

WHEREAS, the parties have agreed to execute a new sanitary sewer agreement which will supersede the September 24, 1998 agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, it is hereby agreed as follows:

Section 1. Definitions. Unless otherwise stated, the definitions provided in Pierce County Code Title 13, Public Sanitary Sewer Systems, as it currently exists or is hereafter amended, shall apply to the terms within this agreement.

Section 2. Purpose. The purpose of this agreement is to outline the terms and conditions of the transfer of specific portions of the COUNTY's sanitary sewer service area and facilities to the CITY.

Section 3. Service Areas to be Transferred. The COUNTY hereby confers to the CITY those portions of the COUNTY's service area that currently lie within the CITY limits (herein known as areas "A" and "B") as shown in Exhibit "1" attached hereto and incorporated herein by this reference. Upon execution of this agreement, the CITY will be responsible for all planning, billing, and permitting responsibilities for sewer service in these areas. The areas are generally identified as follows:



Area "A": Approximately 80 acres, within the current CITY limits, adjacent to 62nd Avenue E. and the Hylebos Interceptor, all located north of Interstate 5, as shown in Exhibit "1".

Area "B": Approximately 1427 acres, within the current CITY limits, generally bound by 22th Street E. to the north, the Puyallup River to the South, 62nd Avenue E. to the west and Freeman Road E. to the east, all located south of Interstate 5, as shown in Exhibit "1".

Section 4. **Facilities to be Transferred.** The COUNTY facilities that are being transferred to the CITY pursuant to this agreement are listed in Exhibit "2" attached hereto and incorporated herein by this reference.

- A. Upon execution of this agreement, the CITY will assume ownership, operation, and maintenance responsibilities for all sanitary sewer facilities listed in Exhibit "2" and located within areas "A" and "B", except as noted in Section 6 of this agreement.
- B. Upon the execution of this agreement, the CITY shall commence efforts to complete construction of the necessary facilities to reroute all flows from Areas "B" out of the COUNTY's sewer system. These rerouting efforts shall include but are not limited to the disconnection of the existing 12-inch diameter force main (to be transferred to the CITY by this agreement) from the COUNTY's existing 30-inch diameter interceptor sewer or rerouting the flows to the Lakehaven Sewer District.

Rerouting of flows to the Lakehaven Sewer District may require the CITY to use of a portion of the COUNTY's 30-inch and 48-inch pipelines, as identified in Exhibit "3". If these Area "B" flows are rerouted to Lakehaven Sewer District using the COUNTY pipelines, the CITY and the COUNTY will need to amend this contract to provide rental line capacity to the CITY for use of the COUNTY pipelines. The COUNTY agrees to negotiate in good faith with the CITY and Lakehaven Sewer District for these rental fees. Disconnection and rerouting of said CITY facilities shall be completed within five (5) years of execution of this agreement.



Section 5. Formal Conveyance of COUNTY Sewer System to the CITY and Ownership of Revenues.

- A. **Transfer of Facilities.** All COUNTY Sewer System facilities, consisting of all pipes, lines, and pumps and other facilities appurtenant thereto as depicted on, but not limited to, Exhibit "2" attached hereto and made a part hereof shall be conveyed to the CITY by deed and assignment of easements, franchises, contracts/agreements concerning wastewater service and other property rights from the COUNTY to the CITY. The date of said transfer (herein known as the Title Transfer Date) shall occur within 90 days after the date of execution of this agreement unless the parties agree to delay until a date certain. Costs and expenses to the COUNTY or the CITY for all such transfers, including the recording of any such documents necessary to transfer ownership of facilities, easements and other tangible and intangible property from the COUNTY to the CITY, shall be borne individually by the COUNTY or the CITY.

The COUNTY agrees to provide the CITY with as-built drawing mylars and operation & maintenance manuals pertaining to all facilities being transferred to the CITY, as identified in Exhibit "2".

- B. **Ownership of Revenues.** All COUNTY sewer system revenues and expenditures that originate from the transfer area prior to the Title Transfer Date shall be, respectively, owned by and become the obligation or responsibility of the COUNTY, including any anticipated revenues derived from pending foreclosure proceedings or other legal action initiated by the COUNTY. From and after the Title Transfer Date, the CITY shall own and shall be responsible for the maintenance and operation of the facilities constituting the former COUNTY sewer system, which shall be made a part of the CITY Sewer System, and shall be entitled to receive all such revenues as may be derived from the former COUNTY sewer system.

Section 6. Jointly Used Facilities to be Retained by the COUNTY. Ownership of certain COUNTY facilities within the service areas being transferred to the CITY, will be retained and will not be transferred to the CITY under this agreement. Those COUNTY facilities to be retained by the COUNTY are identified in Exhibit "3", attached hereto and incorporated herein. The COUNTY will continue to operate and maintain these jointly used facilities (herein known as the "joint facilities") and will charge the CITY a fee for maintenance and operation of those facilities, in accordance with Section 12, Sewer Service Rates and Charges.

Should the CITY elect to continue to discharge wastewater from Area "A" to these jointly used facilities, the COUNTY will continue to reserve the line and treatment plant capacity that



has been previously purchased from the COUNTY for those properties within Area "A" that are already connected to the joint facilities. Should the CITY desire to connect new customers to the joint facilities, or discharge additional flows from properties already connected to the joint facilities, the CITY shall be permitted to purchase a maximum of 0.07 Million Gallons per Day Average Dry Weather Flow (ADWF) in capacity from the COUNTY. For the purpose of this agreement ADWF shall be calculated based upon a flow for a period of thirty (30) consecutive days between June 1st and October 1st, divided thirty (30). Current purchased capacity is 0.0503 Million Gallons per Day. A peaking factor of no more than 2.5 of the average dry weather flow shall be acceptable.

For any treatment plant capacity owned or purchased under this agreement, the CITY shall be subject to and obligated to comply with applicable provisions, including the funding of future treatment plant upgrades, of the Central Treatment Plant Capacity Agreement Between Tacoma and Pierce County as it currently exists and as it is amended from time to time. A copy of the Agreement is attached hereto as Exhibit "4" and incorporated herein by this reference.

Section 7. Connection to COUNTY Facilities.

- A. Conformity with Pierce County Sanitary Sewer Administrative Code. All sewer customers within the CITY connected to the joint facility shall conform, in the same manner required of all COUNTY customers, to the most current statutes, ordinances, rules and regulations governing sewage pretreatment, discharges, charges and other matters governing sewer service as provided in the Pierce County Sanitary Sewer Administrative Code and other applicable County, State, and Federal laws and regulations, as they currently exist and as they may be amended from time to time.
- B. Wastewater Design and Construction Standards. Wastewater design and construction standards for facilities connecting to the joint facility, within the CITY, shall be required to conform to the then prevailing written specifications, codes, methods, and standards required by the COUNTY for construction in unincorporated Pierce County to ensure that hookups conform to County Sewer System requirements.
- C. Connection to COUNTY Owned Facilities. The CITY shall not approve a plat or short subdivision, nor issue a building permit for a parcel or facility, in the CITY that uses or will use COUNTY sewer service, until the COUNTY through its Public Works and Utilities Department has reviewed the plat or building permit application and is satisfied that all money owed to the COUNTY has been paid or otherwise provided for, pretreatment requirements have been met, and all other applicable Pierce County Sanitary Sewer Administrative Code requirements have been satisfied. The COUNTY shall coordinate with the CITY to review and comment on plat and building permit applications in a timely fashion.

- D. Additional Flow to COUNTY System. In addition, if there is a change of ownership or use that results in increased sewage flows, then the customer shall be liable for the increased connection charge, if any, as outlined in the then current Pierce County Sanitary Sewer Administrative Code.

Section 8. Assignment of Reimbursement Agreements. Except for the indebtedness described in Section 11, the COUNTY hereby assigns to the CITY all indebtedness associated with the sewer facilities located within the transferred areas and any reimbursement agreements executed between it and private developers. The Reimbursement Agreement between Pierce County and Noll Manufacturing Company for Installation of a Public Sanitary Sewer System - 70th Avenue East Sewer Line Extension, recorded under Auditor Fee Number 9411070086 is the only known indebtedness associated with the transferred areas. A copy of this Reimbursement Agreement is attached hereto as Exhibit "5" and incorporated herein by this reference.

Section 9. CITY Will Assume Ownership, Operation, Maintenance of the Transferred facilities and the Billing Services for Properties Connected to Those Facilities. The CITY shall also assume all long-range planning and billing responsibilities for the transferred service areas and shall notify by mail all affected properties within the transferred areas of the change in service provider within 60 days of execution of this agreement. A listing of the COUNTY customers' whose accounts will be transferred to the CITY is attached hereto as Exhibit "6" and incorporated herein by this reference.

Section 10. Future Annexations by CITY. This agreement shall not automatically incorporate subsequent annexations by the CITY. Should the CITY propose future annexations involving properties currently being planned for and/or receiving sewer service from the COUNTY, the COUNTY and the CITY agree to discuss and determine whether those areas and/or facilities should be transferred to the CITY prior to any official CITY action on the annexation.

In the event the COUNTY and the CITY determine that an annexation area is best served by COUNTY sewers, the CITY shall not approve a plat or short subdivision, nor issue a building permit for a parcel or facility, in the CITY that uses or will use COUNTY sewer service, until the COUNTY through its Public Works and Utilities Department has reviewed the plat or building permit application and is satisfied that all money owed to the COUNTY has been paid or otherwise provided for, pretreatment requirements have been met, and all other applicable Pierce County Sanitary Sewer Administrative Code requirements have been satisfied. The COUNTY shall coordinate with the CITY to review and comment on plat and building permit applications in a timely fashion.



Section 11. COUNTY to Retain Rights for COUNTY Utility Local Improvement District (ULID) 82-1 Assessments. In accordance with state law, the COUNTY will continue to collect special assessments levied against properties located within its ULID 82-1.

Section 12. Sewer Service Rates and Charges.

- A. The COUNTY shall charge and the CITY shall pay the COUNTY its proportionate share of the sewer service charges billed to the COUNTY by the City of Tacoma for wastewater treatment services provided by the City of Tacoma to CITY customers. The terms, conditions and rates for wastewater treatment services provided to CITY customers under this agreement shall be the same as those contained in the Sewerage Rate Agreement Between the City of Tacoma and Pierce County as it currently exists and as hereafter amended. The current agreement between the COUNTY and City of Tacoma governing wastewater treatment services is attached as Exhibit "7" and incorporated herein by this reference.
- B. In addition to wastewater treatment charges, the COUNTY shall charge and the CITY shall pay the COUNTY for the transmission of sewage from its collection system, through the COUNTY's collection system, to the City of Tacoma's collection system and the Tacoma Central Treatment Plant. The CITY shall pay its proportionate share of the COUNTY's maintenance, operation, and capital expenditures on the Hylebos Interceptor collection and transmission facilities owned by the COUNTY and utilized by the CITY as described in Exhibit "3".

The COUNTY's costs shall include all costs and expenses relating to labor, utilities, equipment (including repair, upgrade, and replacement), tools, materials, supplies, insurance premiums, contract services, taxes, capital expenditures and other expenses directly and properly chargeable to the operation and maintenance of the Hylebos Interceptor collection and transmission facilities. In addition the CITY shall pay an amount equal to 35% of its proportionate share of all costs except capital expenditures, as an allowance for administrative and general overhead expenses. On capital expenditures, the CITY shall pay an amount equal to 10 % of its proportionate share as an allowance for administrative and general overhead expenses.

Proportionate share or use shall mean the CITY's annual average dry weather flow compared to the total annual average dry weather flow in the Hylebos Interceptor collection and transmission facilities pursuant to the method provided in the COUNTY's sewerage rate agreement with the City of Tacoma as amended from time to time.



- C. Invoices for wastewater treatment services provided under subsection A above shall be provided to the CITY on a quarterly basis after receipt by the COUNTY of the City of Tacoma's quarterly invoicing for wastewater treatment services.

Invoices for operation, maintenance and capital expenditures on the Hylebos Interceptor collection and transmission facilities under subsection B above shall be provided to the CITY on a yearly basis approximately 60 days after the close of the previous year.

All invoices provided to the CITY shall be due and payable within 30 days of receipt. Payments not remitted within 30 days shall accrue interest from the due date at a rate of 1% per month until paid.

- D. The CITY shall have the right to inspect the COUNTY's books and financial records at any time upon reasonable notice for the purpose of verifying that invoices for wastewater treatment services and collection and transmission costs are in accordance with this agreement.
- E. In January of each year or on an as needed basis, the CITY shall update the number of residential, commercial and industrial customer accounts connected to the Hylebos Interceptor collection and transmission system. For all commercial and industrial accounts, the CITY shall provide the metered water flow records for the previous 12 months. Water meters for commercial and industrial customers shall be periodically calibrated and certified on a regular established schedule to the extent possible.
- F. Within the CITY's service areas which lie within unincorporated PIERCE COUNTY, the CITY shall not surcharge sewer rates in excess of what CITY residents would pay unless there is clear evidence that operation and maintenance costs in those area's is higher than in comparable CITY service areas.
- G. If at a future date, the COUNTY becomes obligated through Local, State or Federal law to pay and collect taxes or fees on revenues derived from this agreement, those taxes and fees shall be added as additional amounts to the invoice billings sent the CITY and the CITY shall remit such amounts to the COUNTY as provided in subsection C above.

Section 13. Indemnification and Hold Harmless. The COUNTY shall defend, indemnify and save harmless the CITY, its officers, employees and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the COUNTY, its officers, employees, or agents associated with this agreement. In executing this agreement, the COUNTY does not assume liability or responsibility for or release the CITY from any

liability or responsibility to the extent that such liability or responsibility arises from the existence or effect of CITY ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such CITY ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the CITY shall defend the same at its sole expense and if judgment is entered or damages are awarded against the CITY, the COUNTY, or both, the CITY shall satisfy the same, including all chargeable costs and attorney's fees.

The CITY shall defend, indemnify and save harmless the COUNTY, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, resulting from the acts or omissions of the CITY, its officers, employees or agents associated with this agreement. In executing this agreement, the CITY does not assume liability or responsibility for or release the COUNTY from any liability or responsibility to the extent that such liability or responsibility arises from the existence or effect of COUNTY ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such COUNTY ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the COUNTY shall defend the same at its sole expense and if judgment is entered or damages are awarded against the COUNTY, the CITY, or both, the COUNTY shall satisfy the same, including all chargeable costs and attorney's fees.

Section 14. Complete Agreement. This agreement is a complete and integrated document, embodying all prior agreements and representations of the parties, oral or written, with regards to this transfer of service areas. This agreement may not be modified except in writing signed by both parties.

Section 15. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.

Section 16. Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the CITY and the COUNTY. Neither the COUNTY nor the CITY shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other.

Section 17. Recording. Copies of this Agreement, together with the resolution and/or ordinance of the each party's legislative body approving and ratifying this agreement, shall be filed with the Fife City Clerk and the Pierce County Auditor, and the Secretary of State of Washington after execution of the agreement by both parties.

Section 18. Severability. The parties intend this Agreement to be interpreted to the full extent authorized by law as an exercise of the COUNTY's and the CITY's authority to enter into such agreements, and this Agreement shall be construed to reserve to the COUNTY and the

CITY only that police power authority which is prohibited by law from being subject to a mutual agreement with consideration. The parties acknowledge the COUNTY and Cities have police powers, contracting authority and other powers granted by the Washington State Constitution and by general law, including without limitation home rule charter authority, authority to enter into interlocal agreements, statutory enabling legislation and authority to adopt development regulations as a part of its powers.

If any provisions of this Agreement are determined to be unenforceable or invalid by a court of law, then this Agreement shall thereafter be modified to implement the intent of the parties to the maximum extent allowable under law.

Section 19. Term. The initial term of this Agreement shall be twenty (20) years from the date of execution of this Agreement with renewal terms of five (5) year increments to allow for periodic review of the terms and conditions of the Agreement and to adjust service area boundaries. Said additional renewals will be automatic unless the Agreement is otherwise modified by written amendment or the Agreement is terminated pursuant to the provisions contained herein.

Section 20. Termination. COUNTY may terminate this Agreement in whole or in part for failure of the CITY to perform its obligations pursuant to this Agreement whenever it determines, in its sole discretion, that such termination is in its best interests. Should the COUNTY elect to terminate, it shall provide written notice to the CITY no less than sixty (60) days prior to the date the termination shall become effective. If, in the COUNTY'S opinion, the CITY has cured its non-compliance before the effective date of the termination, the COUNTY may withdraw its notice of termination by providing the CITY written notice to that effect. Unless otherwise specified and agreed to in writing in an agreement entered into between the COUNTY and the CITY, a termination of this Agreement by the COUNTY shall not affect the transfer of assets and service areas that has occurred prior to the date that the COUNTY provides a notice of termination to the CITY.

Section 21. Headings. The headings in this Agreement are inserted for reference only and shall not be construed to expand, limit or otherwise modify the terms and conditions of this Agreement.

Section 22. Dispute Resolution. Disputes regarding any matter contained herein shall be referred to the City Administrator and the County Executive for mediation and/or settlement. Any controversy or claim arising out of or relating to this Agreement or the alleged breach thereof that cannot be resolved by and between the City Administrator and County Executive, shall be submitted to arbitration in accordance with the rules and procedures set forth in Chapter 7.04 RCW. The COUNTY will appoint one arbitrator and the CITY will appoint one arbitrator, and the two arbitrators will appoint a third arbitrator. The decision rendered by the arbitrators may be entered in any court having jurisdiction thereof. The cost of arbitrating the dispute will be borne equally by all parties.

Section 23. Waiver. No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this agreement. If any party violates any provision or obligation of this Agreement, the other party may seek legal and equitable relief including specific performance and damages. The prevailing party (or the substantially prevailing party if no one party prevails entirely) shall be entitled to reasonable attorneys fees and costs.

WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 1999.

CITY OF FIFE

PIERCE COUNTY

Marian Martelli Wetsch 2-8-99
MARIAN MARTELLI WETSCH Date
Mayor

DOUG SUTHERLAND Date
Pierce County Executive

ATTEST:

Approved as to Form:

Lynne Goodman 2/8/99
LYNNE GOODMAN Date
City Clerk

M. PETER PHILLEY Date
Deputy Prosecuting Attorney

Approved as to Form:

Loren D. Combs 2/8/99
LOREN D. COMBS Date
Fife City Attorney

Department Director Date

Mailing Address:

5411 23rd STREET E.
FIFE, WA. 98424

Budget and Finance Date

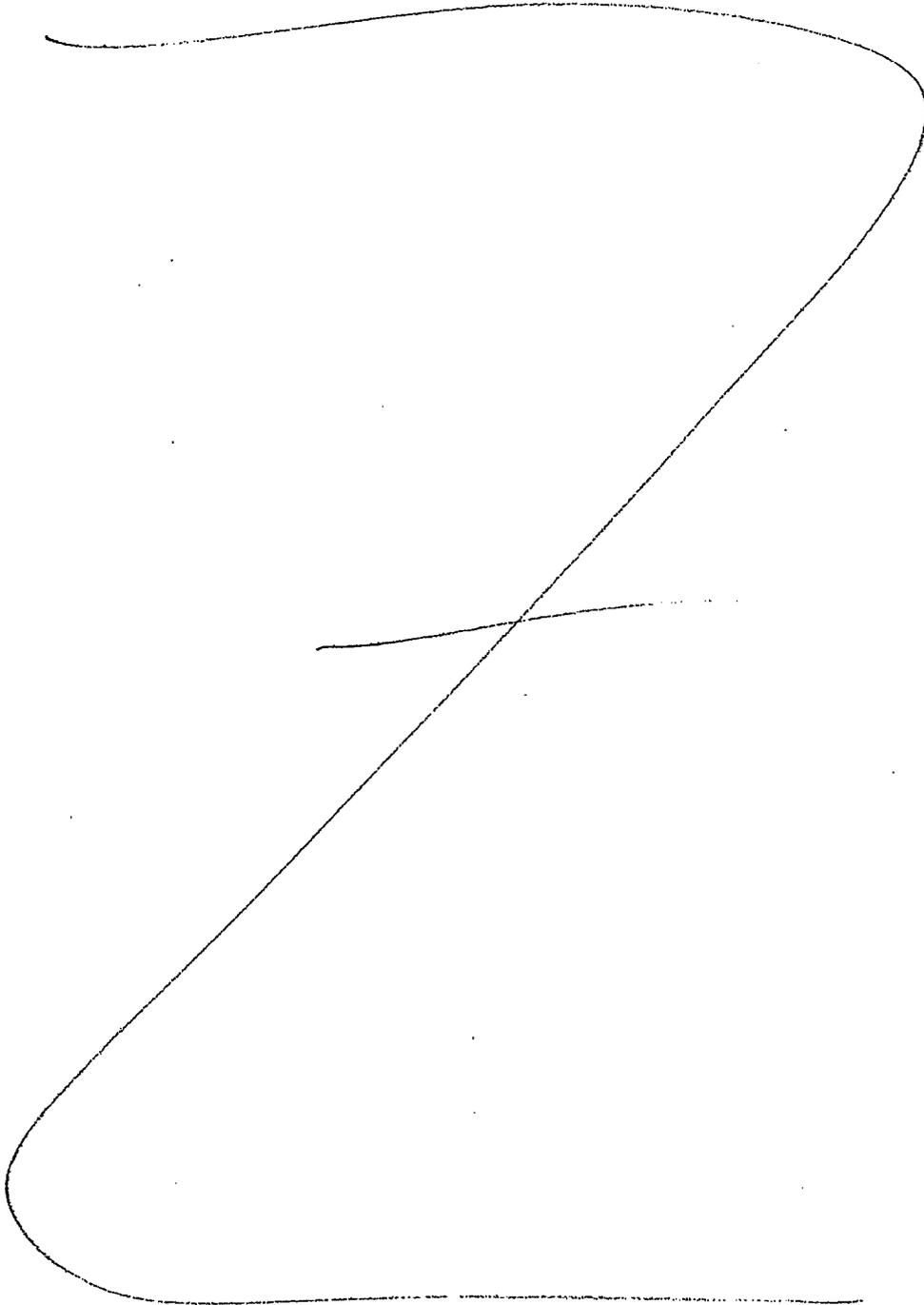
Executive Director Date

LISTING OF EXHIBITS

- EXHIBIT 1 - Description of Service Areas to be Transferred
- EXHIBIT 2 - List of Facilities that are being Transferred to the CITY
- EXHIBIT 3 - Jointly Used Facilities to be Retained by the COUNTY
- EXHIBIT 4 - Central Treatment Plant Capacity Agreement Between Tacoma and Pierce County
- EXHIBIT 5 - Reimbursement Agreement Between Pierce County and Noll Manufacturing Company for Installation of a Public Sanitary Sewer System - 70th Avenue East Sewer Line Extension
- EXHIBIT 6 - Customer Accounts to be Transferred to the CITY
- EXHIBIT 7 - Sewerage Rate Agreement Between the City of Tacoma and Pierce County

EXHIBIT "1"

Description of Service Areas to be Transferred



A handwritten signature or set of initials in black ink, located to the right of the footer text.

EXHIBIT "2"

Facilities to be Transferred to the CITY

South area -

5479 LF of 12-inch force main pipeline and appurtenances along 70th Avenue E., between I-5 and Valley Avenue E., as constructed by and for Northwest Metal Products Company.

Valley Avenue Pump Station and appurtenances, located at the corner of 70th Avenue E. and Valley Avenue E., as constructed by and for Northwest Metal Products Company.

North area -

739 LF of 8-inch pipeline and appurtenances located adjacent to Pacific Highway E. , west of 62nd Avenue E., as constructed for and by the Royal Coachman Motor Inn.

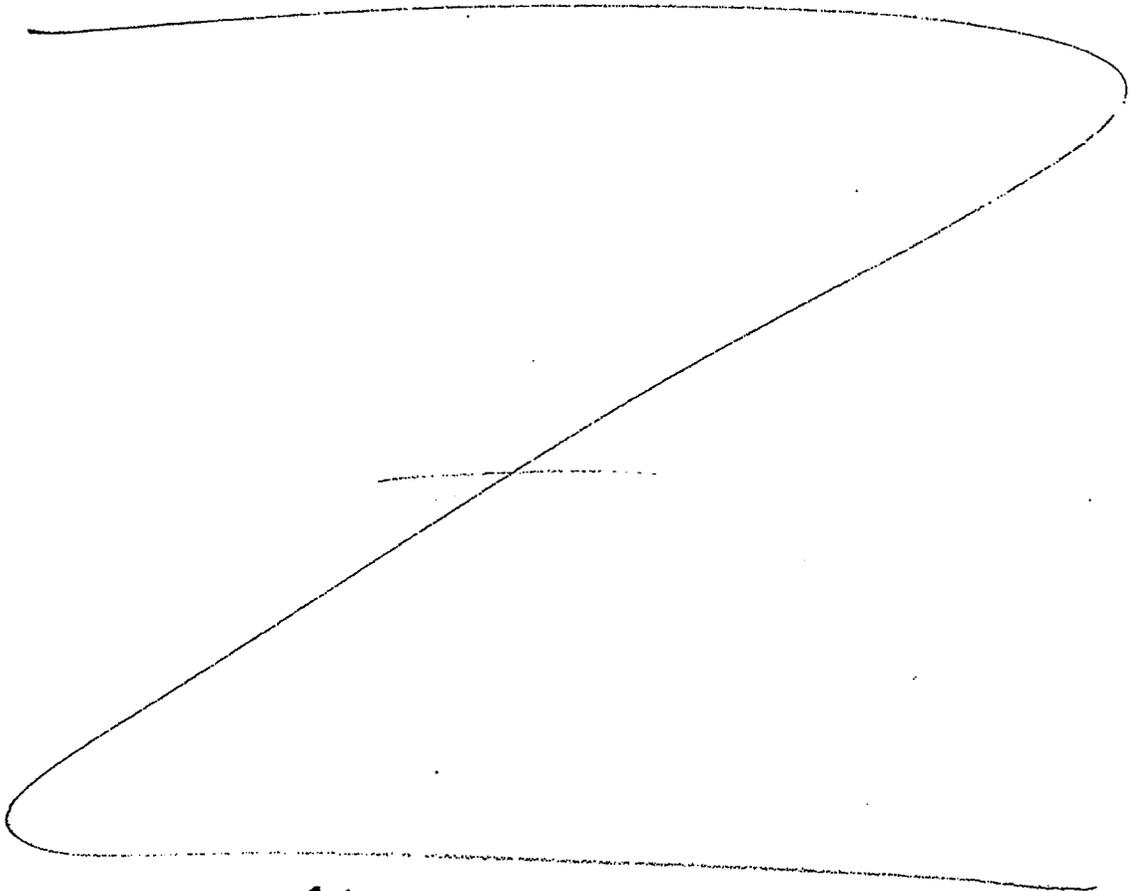


EXHIBIT "3"

Jointly Used Facilities to be Retained by the COUNTY

Hylebos Interceptor lying within the City of Fife, including:

Taylor Way Pump Station and appurtenances, located at Taylor Way and approximately 2nd Street.

5,631 LF of 18-inch and 978 LF of 15-inch pipeline and appurtenances from the Taylor Way Pump Station (Taylor Way at approximately 2nd Street) to the Hylebos Pump Station (62nd Avenue E. at 12th Street) along 2nd Street, 55th Avenue, 4th Street, easement to 8th Street, 8th Street, easement to 62 Avenue, and 62nd Avenue.

Hylebos Pump station and appurtenances located at 62nd Avenue E. And 12th Street E.

3,876 LF of 48-inch pipeline within/adjacent to 62nd Avenue and Pacific Highway E.

298 LF of 30-inch pipeline crossing I-5 and approximately 70th Avenue E.

102 LF of 8-inch pipeline on 62nd Avenue E. between Pacific Highway E. and 16th Street E.

865 LF of 8-inch pipeline in 16th Street E., east of 62nd Avenue to approximately 64th Street E.

361 LF of 8-inch pipeline and appurtenances located within 62nd Avenue, South of 16th Street E. (Line 10 of Hylebos ULID 82-1).

EXHIBIT "4"

Central Treatment Plant Capacity Agreement Between Tacoma and Pierce County

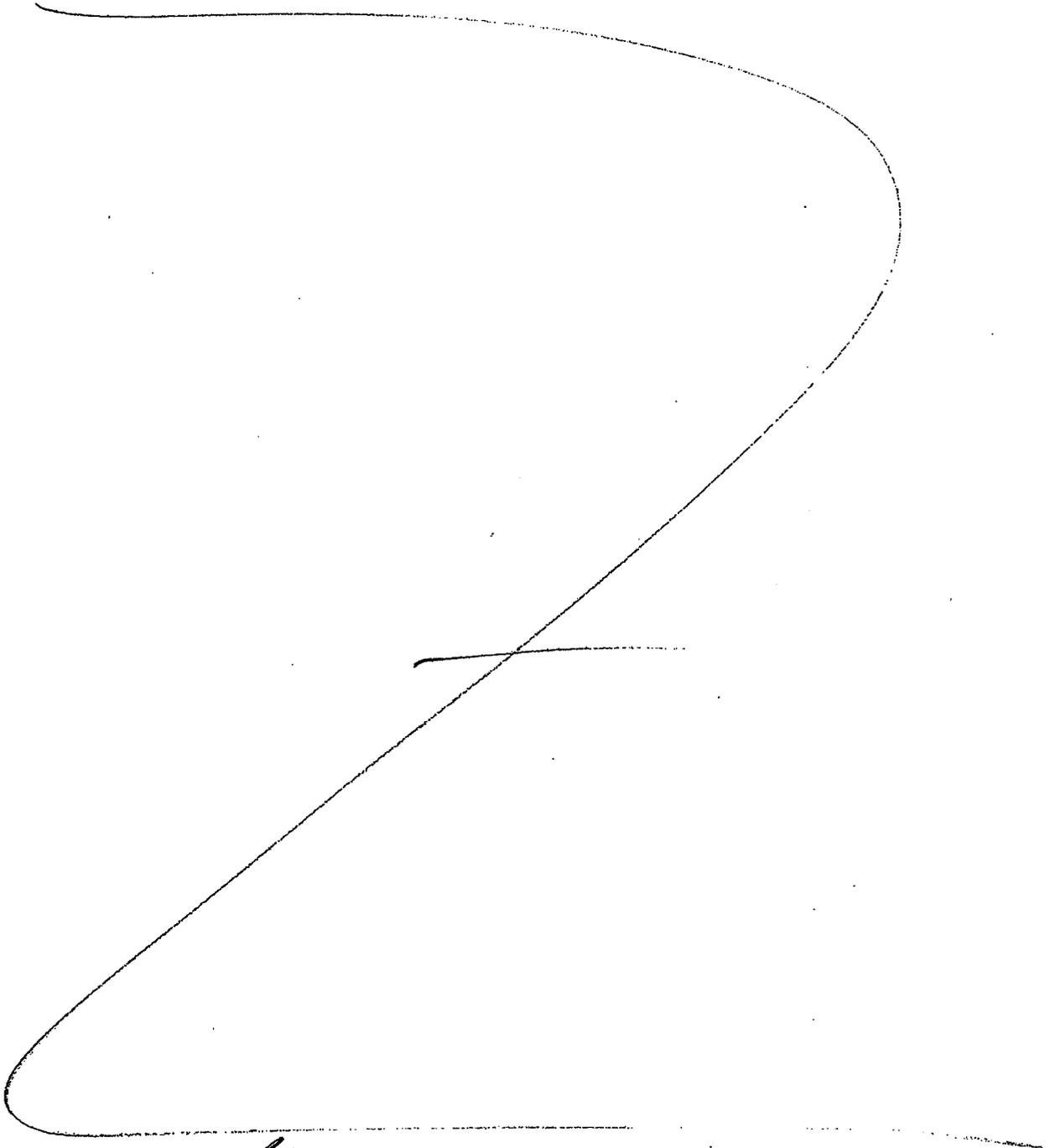


EXHIBIT "5"

Reimbursement Agreement Between Pierce County and Noll Manufacturing Company for
Installation of a Public Sanitary Sewer System - 70th Avenue East Sewer Line Extension

EXHIBIT "6"

Customer Accounts to be Transferred to the CITY.

Exhibit " 6 "

PARCEL NUMBER	Pierce County Account#	SERVICE ADDRESS	R.E.'s Purchased / Assigned (220gal/RE)
0420062194	00538655	5714 4TH ST E	1.0
0420063019	00223085 00440442	5805 PACIFIC HWY E	70.6
0420067016	00394904	6116 PACIFIC HWY E	2.8
0420071138	00311022 00317608	6214 16TH ST E	2.5
0420071139	00514446	1623 62ND AVE E	2.3
0420071145	00555924 00555932 00579165	2380 70TH AVE E - BLDG B 2400 70TH AVE E - BLDG A 2204 70TH AVE E - BLDG C	6.96
0420072000	00638242	1606 62ND AVE E	1.0
0420072011	00634433	1622 62ND AVE E	1.0
0420072034	00638412	1616 62ND AVE E	1.6
0420074036	NA	2626 70TH AVE	45.45
0420074720	00620505	3110 70TH AVE E	18.0
0420074721	NA	6611 VALLEY AVE	15.7
0420078007	00604798	2802 70TH AVE LOT 1	6.19
0420083029	00477648	2807 70TH AVE E	2.82
0420083034	00474011	3011 70TH AVE E	44.30
0420083036	00637416	2707 70TH AVE E-B	3.70
0420087001	NA	2925 70TH AVE	1.4
5395000050	00284068	3819 TAYLOR WAY	1.4

* NA - None Assigned

EXHIBIT "7"

Sewerage Rate Agreement Between the City of Tacoma and Pierce County

Exhibit "A"

865331

CENTRAL TREATMENT PLANT

CAPACITY AGREEMENT

Exhibit "A" to Ord. 86-93

BETWEEN

29378

TACOMA AND PIERCE COUNTY

THIS CONTRACT is made and entered into as of the 25th day of November, 1986, by and between the CITY OF TACOMA, WASHINGTON (hereinafter referred to as "Tacoma") and PIERCE COUNTY, WASHINGTON (hereinafter referred to as the "County").

WHEREAS, Tacoma presently owns and operates the Central Treatment Plant for the purpose of treating sewage from residential, commercial, and industrial sources for the benefit of the citizens of Tacoma; and

WHEREAS, the County presently owns and operates the Chambers Creek Plant for the purpose of treating sewage from residential, commercial, and industrial sources for the benefit of the citizens of the unincorporated areas of the County; and

WHEREAS, Tacoma will construct additional facilities at the Central Treatment Plant to upgrade it to secondary treatment; and

WHEREAS, Tacoma presently provides sewerage service to the County in many areas contiguous with the City Limits; and

WHEREAS, the County presently is now able to provide sewerage service to Tacoma in many County areas contiguous with the Tacoma City Limits; and

WHEREAS, each sewerage service agreement includes rental of treatment capacity in the Tacoma system; and

WHEREAS, the County wishes to purchase 3.0 MGD average daily flow permanent primary and secondary capacity rights in the new treatment plant in order to provide for the orderly development of the County's sewerage system; and

WHEREAS, Tacoma is willing to sell capacity rights to the County in the Central Treatment Plant; and

WHEREAS, the County and Tacoma are willing to exchange capacity rights in their respective wastewater treatment plants when there is capacity in the receiving plant available; and

WHEREAS, it is in the best interest of both parties to this Contract and in the interest of the public health, safety and welfare of the territory served by both parties, that this contract be entered into;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, it is hereby agreed as follows:

1. AUTHORITY FOR CONTRACT - COMPLETENESS - TERM

This contract is made and entered into pursuant to the authority vested in Tacoma and the County by the provisions of RCW 36.94.190 and Chapter 39.34 RCW.

2. DEFINITIONS

- A. Agreement Area shall mean that area generally described as follows:
 - 1. The areas of all present and future sewerage service agreements between Tacoma and the County served by the Central Treatment Plant.
 - 2. The areas of all future sewerage service agreements between Tacoma and the County to be served by the Chambers Creek Plant.
- B. Average Dry Weather Flow (ADWF) shall be the average daily flow measurement recorded at the point of discharge of County/Tacoma sewage into Tacoma/County sewerage system for a minimum flow period over the same consecutive five days that the Total Dry Weather Flow from the Tacoma Central Treatment Plant/County Chambers Creek Plant is measured. This measurement shall be taken during the period between July 1 and October 31. This definition is to be used for capacity right determination only.
- C. County shall mean Pierce County, Washington, the governing body of which is the Pierce County Council and County Executive.
- D. County Sewer System shall mean the system of sanitary sewage collection, interceptor, treatment and disposal system owned and operated by Pierce County, that serve the agreement area.
- E. Local Share Cost shall mean that portion of treatment and disposal facilities' cost not covered by Federal and/or State grant funds.
- F. MGD shall mean million gallons per day.
- G. Sewage shall mean sanitary sewage only, consisting of domestic, commercial, and industrial wastewater from which storm water is excluded.
- H. Tacoma shall mean the City of Tacoma, Washington, the governing body of which is the Tacoma City Council.
- I. Tacoma Sewer System shall mean the sanitary sewage collection, interceptor, treatment, and disposal system owned and operated by Tacoma that serve the agreement area..

3. PERMISSION TO DISCHARGE SEWAGE

- A. Tacoma hereby grants the County permission to discharge sanitary sewage transported by the County from the County System into that portion of the Tacoma Sewer System commonly designated as the Central System in accordance with all terms set forth in this Agreement.

- 2227
- B. The County hereby grants Tacoma permission to discharge sanitary sewage transported by Tacoma from the Tacoma system into that portion of the County sewer system commonly designated as the Chambers Creek system in accordance with all terms set forth in this agreement.

4. ACQUISITION OF CAPACITY RIGHTS IN THE TACOMA CENTRAL TREATMENT PLANT

Tacoma has previously constructed or will construct certain sewage treatment facilities with greater capacity than required for Tacoma presently or in the near future at the Central Treatment Plant. Tacoma grants the County the right, on a permanent basis, to available capacity in the Tacoma Central Treatment Plant in the amount of 3.0 MGD ADF and a peak hydraulic flow of 9.0 MGD under the following conditions:

A. Primary Treatment Facilities

The County shall pay to Tacoma \$2,102,956.52 for acquisition of the above specified capacity rights.

B. Secondary Treatment Facilities

The County shall pay to Tacoma \$2,190,000.00 for acquisition of the above specified capacity rights.

The payments for acquisition of the permanent capacity rights shall commence on July 1, 1986, and be spread over eight equal payments ending January 1, 1990. The semi-annual payments include the County's share of the estimated local share costs of the construction of the Central Treatment Plant outfall. The exact local share cost of secondary treatment facilities will not be known until completion of the EPA audit of the costs after completion of the project. It is agreed that after completion of the audit an adjustment shall be made in the local share cost according to the results of the audit. Tacoma shall credit, or bill, the County as appropriate. The County/Tacoma agrees to pay any adjusted billing within 30 days of receipt of the adjustment invoice.

Capacity rights acquired by the County pursuant to this agreement shall not constitute ownership by the County of any facilities comprising the Tacoma Sewer System.

5. EXCHANGE OF CAPACITY

- A. In the future Tacoma may find that in certain areas it is in the best interests of its citizens to discharge into the Chambers Creek system. If there is sufficient Chambers Creek Plant capacity, Tacoma and the County shall enter into agreement area contracts to serve such areas. It is mutually agreed that an equal amount of capacity utilized by Tacoma in the Chambers Creek Plant shall be added to the total permanent capacity rights the County has acquired in the Central Treatment Plant as noted in Section 4 of this Agreement.
- B. Beyond the total of permanent and exchange capacity rights the County currently will hold, the County may find that in certain areas it is in the best interests of its citizens to discharge into the Central system. If there is sufficient Central Plant capacity, the County

Central Treatment Plant Capacity Rights Agreement

2001

shall enter into agreement area contracts with Tacoma. It is mutually agreed that the capacity utilized by the County in excess of the County's total permanent and exchange capacity in the Central Plant shall be added to the exchange capacity rights Tacoma has in the Chambers Creek Plant.

6. TRANSFER OF CAPACITY

The permanent and exchange capacity in the Central Treatment Plant/Chambers Creek Treatment Plant herein granted to the County/Tacoma may be used by the County/Tacoma in any of the sewerage service agreement areas served by the Central Treatment Plant/Chambers Creek Treatment Plant.

7. CAPACITY RIGHTS AVAILABILITY

To optimize the current treatment plant facilities it is mutually agreed that any unused permanent capacity rights of the County/Tacoma in the Central Treatment Plant/Chambers Creek Treatment Plant can be rented, in accordance with the formula in attachment "A", to Tacoma/County in the event there are unused County/Tacoma capacity rights in the treatment plant facility, that would have to be expanded/enlarged to accommodate the Tacoma/County sanitary sewer needs.

The County and Tacoma shall work together to optimize the use of current treatment plant capacity.

8. PEAK FLOWS

It is mutually agreed that attachment "B" shows the peak flows expected in the mains of Tacoma/County and that flows that will exceed those peaks must be mitigated to prevent exceeding the Tacoma Central Plant peak factor of 3.0 to 1.0 peak to average flow or the County Chambers Creek Plant peak factor of 2.5 to 1.0 peak to average flow.

9. FUTURE TREATMENT PLANT ENLARGEMENTS

In the event enlargements are required to any Central Treatment Plant/Chambers Creek Treatment Plant facilities, the County/Tacoma shall only be responsible for that portion of the cost of these enlargements based on the additional requested capacity needs of the County/Tacoma determined as follows:

- A. County/Tacoma Share. The County/Tacoma share shall be computed as the total Enlargement cost times the ratio of the County/Tacoma capacity from the County/Tacoma System and the total capacity in the Enlargement. The Tacoma/County capacity shall be the Enlargement capacity less County/Tacoma capacity.
- B. Tacoma/County Share. The Tacoma/County share shall be the difference between total Enlargement cost and the County/Tacoma share as determined in subsection A above.
- C. Enlargement and Enlargement Cost shall be deemed any expansion of design flow capacity based on the new current quality of treatment in the Tacoma Central Wastewater Treatment Plant/Chambers Creek Waste-

water Treatment Plant. Any increase of quality of treatment in compliance with State or Federal requirement, the cost thereof shall be deemed an "upgrading" covered by Section 10 of this Contract.

Nothing in this Section 9 shall prevent the County/Tacoma from acquiring and Tacoma/County from relinquishing to the County/Tacoma additional capacity rights in any existing Tacoma treatment and/or trunkage facilities upon the same basis as set forth in Section 4 and 5.

10. FUTURE TREATMENT PLANT UPGRADING

In the event upgrading of treatment processes is required, the costs shall be shared between the County and Tacoma on a ratio of average dry weather capacity or peak flow capacity (whichever is the controlling factor in causing the upgrading to be made) required by or granted to each party. Total capacity shall be the amount contributed by each party at the time of the upgrading plus the amount required by either party for future anticipated flows.

11. AMENDMENT OF EXISTING CAPACITY RIGHTS

Tacoma and the County have several existing sewerage service agreements which have listed capacities in the Central Treatment Plant. This Agreement shall supercede and replace the temporary capacity rights itemized on Attachment 'C' with permanent capacity rights in the Central Treatment Plant as of the effective date of this agreement.

12. SEWERAGE SERVICE RATES AND CHARGES

Sewerage service charges shall be paid in accordance with the Sewerage Rate Agreement dated April 17, 1979, between Tacoma and the County, or as that may be hereafter amended.

13. MAINTENANCE AND OPERATION

Tacoma and the County shall operate and maintain all facilities subject to this Contract located within their respective jurisdictions and upstream from the points of connection to the other's sewerage system. All such maintenance and operation shall be consistent with good sanitary engineering practice in accordance with all applicable laws, standards, and requirements.

14. QUALITY OF SEWAGE

The quality of sewage delivered to the Tacoma/County System by the County/Tacoma shall conform to the requirements set forth by the then prevailing Tacoma/County regulations applicable to Tacoma/County sewage.

There shall be reserved to Tacoma/County the right to inspect all sewerage facilities of the County/Tacoma included within this Agreement in order to enable Tacoma/County to comply with any and all conditions of current or future Federal and/or State Regulations including, but not limited to, the monitoring of wastes and requiring construction of monitoring station facilities.

Central Treatment Plant Capacity Rights Agreement

15. INSURANCE - LIABILITY

The County/Tacoma shall self-insure or secure and maintain with responsible insurers all such insurance as is customarily maintained with respect to sewer systems of like character against loss of or damage to the sewerage facilities operated and maintained by the County/Tacoma and against public and other liability to the extent that such insurance can be secured and maintained at reasonable cost. Any liability incurred by Tacoma/County solely as a result of the operation of its treatment facilities and not caused or occasioned by any act of the County/Tacoma, or any of its customers, or resulting from the connection to County/Tacoma facilities, shall be the sole liability of Tacoma/County.

16. RESOLUTION OF DISPUTES

In the event of any dispute or disagreement arising under this contract, the City's Director of Public Works and the County's Director of Utilities shall agree on a neutral, impartial Arbitrator. If they are unable to agree on an Arbitrator within three (3) weeks of receipt by either party of a written demand for arbitration from the other party, then either party may submit a request for a list of seven (7) arbitrators from the American Arbitration Association. The parties shall then select an Arbitrator from that list of seven (7), by alternately striking one from the list until an Arbitrator is selected. Once an Arbitrator is selected by either of the two (2) above methods, the matter shall be submitted to the Arbitrator. The decision of the Arbitrator shall be rendered as expeditiously as possible and shall be final and binding upon both parties. Any decision rendered shall be within the scope of the agreement and shall not add to or subtract from any of the terms of the agreement. The decision shall be an interpretation of the terms of the agreement. The Arbitrator shall confine himself or herself to the precise issue or issues submitted for arbitration by the parties and shall have no authority to determine other issues not so submitted. All expenses of the Arbitrator shall be shared equally by the City and the County.

17. REVIEW OF CONTRACT

It is understood that the terms of this contract shall be reviewed at any time requested by either party. Each Party hereto reserves the right as stated above to review and renegotiate this contract when the flows meet or exceed those as outlined in Sections 4 and 5 as measured under Section 2, Paragraph B. In any event, this agreement shall be reviewed at five-year intervals.

18. EFFECTIVE DATE

It is mutually agreed that the effective date of this agreement shall be January 1, 1986.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 25th day of November, 1986.

29378

PIERCE COUNTY, WASHINGTON

Joe De Rosa for Mike Panajiotis
Risk Manager

By Joe Stortini
County Executive

Pat Kenny
Budget Director

By C F Gordon
Chairman, Pierce County Council

APPROVED AS TO CONTENT:

Donald W. Perry
Director, Pierce Co. Utilities

ATTEST:

By Gene Rasmussen
County Clerk of the Council

APPROVED AS TO FORM:
WILLIAM H. GRIFFIES
PROSECUTING ATTORNEY

By Magd P. Fitterly
Civil Deputy

COUNTERSIGNED:

Leslie T. Hensch
for Director of Finance

CITY OF TACOMA, WASHINGTON
By Ed J. O'Mahony
City Manager

ATTEST:

[Signature]
City Clerk

APPROVED

By [Signature]
City Attorney

Final page of Agreement between the City of Tacoma and Pierce County for Central Treatment Plant Capacity Rights

PRESENT WORTH OF THE CENTRAL TREATMENT PLANT
as of January 1, 1986

Total Plant value in 1965:

Structures	\$2,635,636.00
Equipment	\$731,821.00
TOTAL	\$3,367,457.00

The above value was derived by taking the original plant construction cost and escalating it to the 1965 dollars using the 'ENGINEERING NEWS RECORD' Construction Cost Index.

1913	ENR	SEATTLE	CCI =	100
1959	ENR	SEATTLE	CCI =	790
1965	ENR	SEATTLE	CCI =	975
1971	ENR	SEATTLE	CCI =	1560
1982	ENR	SEATTLE	CCI =	4235
1985	ENR	SEATTLE	CCI =	4599

1985 Plant Value: $3,367,457 \times 4599 / 975 =$ \$15,884,035.63

1985 value of State and Federal Grants:

1959:	$186,550 \times 4599 / 790 =$	\$1,086,004.37
1971:	$251,408 \times 4599 / 1560 =$	\$741,170.12

1985 value the Plant, less State and Federal Aid: \$14,056,861.14

Outstanding DEBT SERVICE is subtracted out because it is paid via service charges.

1959 issue is 27/30's paid:	$31,694 - (27 / 30 \times 31,694) =$	\$3,169.40
1961 issue is 25/30's paid:	$259,187.50 - (25 / 30 \times 259,187.50) =$	\$43,197.92
1971 issue is 15/30's paid:	$257,100 - (15 / 30 \times 257,100) =$	\$128,550.00
TOTAL		\$174,917.32

1985 OWNED value of the 'pre-modified' plant: \$13,881,943.82

The modifications to the existing plant were in 1982. The matching funds came from the Operating Fund. The matching funds are to be brought forward to 1985 and added to the above 'pre-modified' value of STP #1.

Total Operating Fund Contribution: \$1,827,648

1985 value of Contribution: $1,827,648 \times 4599 / 4235 =$ \$1,984,735.10

PRESENT WORTH OF THE CENTRAL TREATMENT PLANT
as of January 1, 1986

A thermophilic digestion system was constructed at STP #1 in 1985 and went on line in early 1986. The County has indicated that they wish to add it to the purchase price of PRIMARY CAPACITY and forego payment of it through Debt Service. Future rates will be determined by deducting the specific bond expenses from the overall expenses of the Sewer Utility.

TOTAL PROJECT COST IN 1985 DOLLARS: (Est'd as of 3/14/86) \$3,900,000.00
(Includes Construction, Engineering, Administration, etc.)

TOTAL 1985 'OWNED' VALUE OF THE CENTRAL TREATMENT PLANT: \$19,766,678.92

Cost per MGD Capacity: $19,766,678.92 / 28 =$ \$705,952.82

THE TOTAL COST OF PURCHASE OF 3.0 MGD PRIMARY CAPACITY IN THE
CENTRAL TREATMENT PLANT AS OF 1/1/86 IS:

$3.0 \times \$705,952.82 =$ \$2,117,858.46

Deduct Pierce County's contribution towards the retirement of STP #1's
Debt Service principle paid through Service Charges. (See Sheet No. 3) \$14,901.94

THE TOTAL COST OF PURCHASE OF 3.0 MGD PRIMARY CAPACITY IN THE
CENTRAL TREATMENT PLANT FOR PIERCE COUNTY UTILITIES AS OF 1/1/86 IS: \$2,102,956.52

ANNUAL RENTAL OF CAPACITY RIGHTS AS OF 1/1/86 FOR 0.01 MGD IS AS
FOLLOWS, BASED ON A 45 YEAR DESIGN LIFE:

$19,751,776.98 \times 0.01 / 45 / 28 =$ \$156.88

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TRENTCAP

ATTACHMENT 'A' (Cont'd)

Date: 4/22/86

Page 3/3

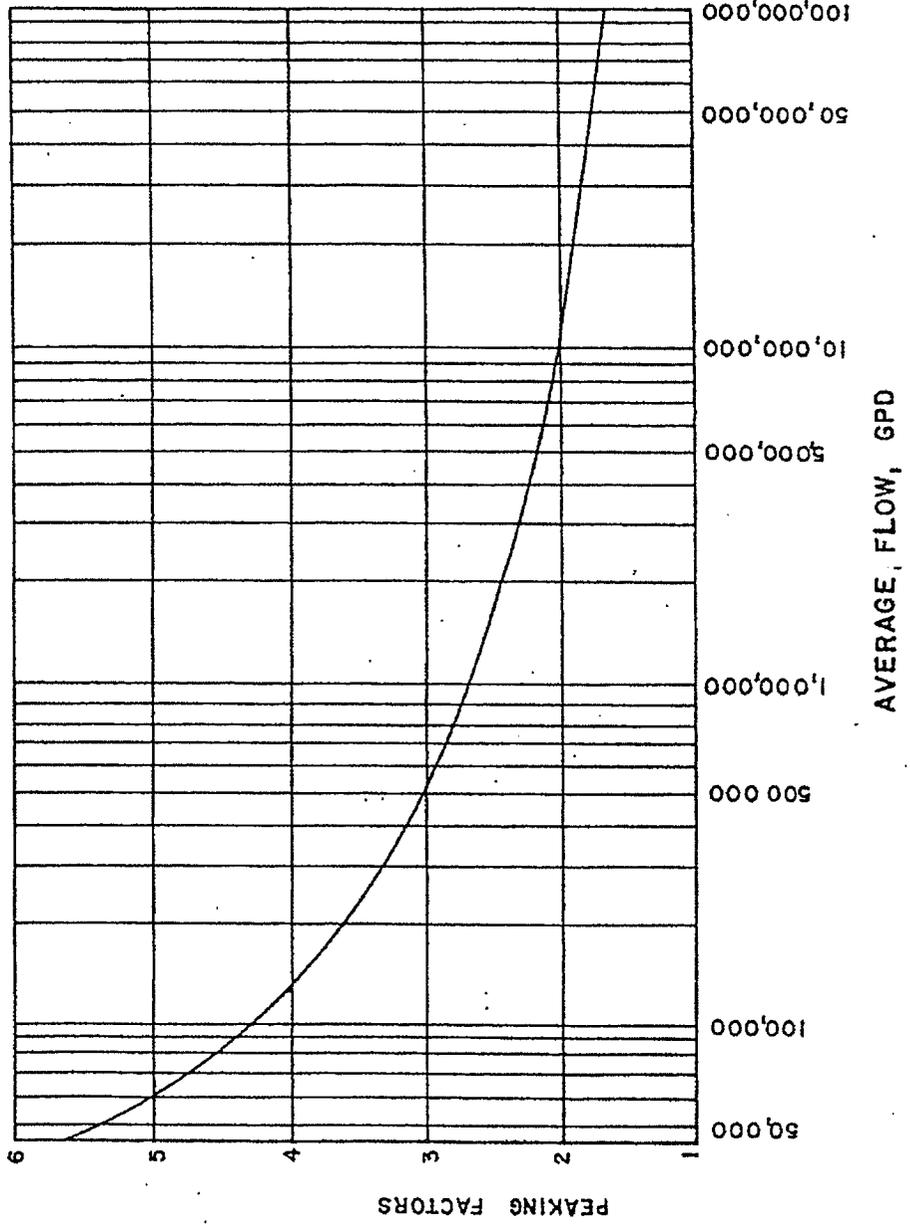
PIERCE COUNTY SHARE OF DEBT PRINCIPAL
for the CENTRAL TREATMENT PLANT

YEAR	TOTAL PC CHARGES	OPERATING REVENUE	PRINCIPAL PAID OFF	COUNTY SHARE	COUNTY TOTAL	ANNUAL EHR INDEX	PRESENT WORTH
1973	\$5,608.17	\$3,060,318.00	\$16,331.00	0.1833%	\$29.93	1934	\$71.17
1974	\$58,113.43	\$3,119,409.00	\$17,129.00	1.8630%	\$319.11	2098	\$699.52
1975	\$117,679.17	\$3,383,646.00	\$17,966.00	3.4779%	\$624.84	2150	\$1,336.58
1976	\$178,371.20	\$3,431,820.00	\$18,803.00	5.1976%	\$977.30	2486	\$1,807.97
1977	\$124,715.78	\$3,446,247.00	\$19,789.00	3.6189%	\$716.14	2515	\$1,309.55
1978	\$134,242.27	\$3,815,397.00	\$18,952.00	3.5184%	\$666.81	3025	\$1,013.77
1979	\$207,818.69	\$5,068,032.00	\$20,741.00	4.1006%	\$850.51	3535	\$1,106.51
1980	\$216,234.93	\$5,596,658.00	\$22,001.00	3.8636%	\$850.03	3909	\$1,000.07
1981	\$268,926.56	\$5,737,891.00	\$22,300.00	4.6869%	\$1,045.18	4235	\$1,135.01
1982	\$284,855.56	\$5,952,870.00	\$23,137.00	4.7852%	\$1,107.15	4505	\$1,130.25
1983	\$364,312.26	\$7,078,146.00	\$23,974.00	5.1470%	\$1,233.94	4560	\$1,244.49
1984	\$417,445.78	\$7,357,886.00	\$24,811.00	5.6734%	\$1,407.63	4546	\$1,424.04
1985	\$665,826.23	\$10,521,832.00	\$25,648.00	6.3280%	\$1,623.01	4599	\$1,623.01
TOTALS	\$3,044,150.03	\$67,570,152.00	\$271,582.00		\$11,451.58		\$14,901.94

ATTACHMENT 'B'

Hal

PEAKING FACTOR CURVE



ATTACHMENT 'C'

Contracts for Sewerage Service
between Tacoma and Pierce County

<u>Date of Execution</u>	<u>Agreement Area</u>	<u>Tacoma Central Treatment Plant Capacity (ADWF)</u>	<u>Contract Section</u>
12/20/84	East 84th and McKinley Ave.	0.01 MGD	4
09/29/78	Browns Point-Dash Point Area (Lowama Lane)	0.005 MGD	4
09/23/75	19th and Mildred	0.15 MGD + .01	4
10/27/77	South 64-68th and Orchard	0.17 MGD + .03	4
09/23/75	Port of Tacoma	0.20 MGD	4
07/10/72	Hylebos	0.70 MGD	4
10/28/85	South 80th and Sprague	0.0075 MGD	4
09/13/83	Charlton Lake Estates	0.043 MGD	5
06/29/82	East 72nd Street	0.5118 MGD	4
09/23/80	South 56th and Orchard St. Area and as amended by Tacoma Sewer Utilities Division letter dated March 12, 1982	0.667 MGD	4 and 13
11/19/79	East 75th and McKinley	0.06 MGD	4
04/02/79	East 64th and Waller Road	0.013 MGD	5
05/07/82	Browns Point Area	0.138 MGD	4
06/26/79	South City Limits	0.10 MGD	4

Exhibit "5."

9411070086

REIMBURSEMENT AGREEMENT BETWEEN PIERCE COUNTY
AND NOLL MANUFACTURING COMPANY FOR INSTALLATION OF A PUBLIC
SANITARY SEWER SYSTEM - 70TH AVENUE EAST SEWER LINE EXTENSION

THIS REIMBURSEMENT AGREEMENT is made and entered into this 14th day of October, 1994 (the "Effective Date") by and between PIERCE COUNTY, a municipal subdivision of the State of Washington, herein known as "County", and NOLL MANUFACTURING COMPANY, a California corporation, herein known as "Owner".

WITNESSETH

WHEREAS, County operates a sanitary sewer utility that maintains and operates a public sanitary sewer system that collects, conveys, treats and disposes of wastewater and services portions of both incorporated and unincorporated Pierce County; and

WHEREAS, Owner owns certain real property in Pierce County, Washington, that is not currently served by the County's system and is legally described in Exhibit "A" attached hereto and incorporated herein by this reference (herein known as the "Property"); and

WHEREAS, Owner has requested that the Property be served by the County's sanitary sewer system; and

WHEREAS, County has approved on August 2, 1993 and has on file, the plans, specifications and cost estimate for construction of approved public sanitary sewer facilities that will connect the Property to the County sewer system (herein known as the "Improvements"); and

WHEREAS, County has determined that, in addition to the Owner's Property, there are other properties located in the vicinity of the Improvements which could be provided sewer service at some time in the future due to the installation of the Improvements and those other properties herein to be known as the "Tributary Service Area" are defined in Exhibit "B", attached hereto and incorporated by this reference; and

WHEREAS, Owner is willing to construct the Improvements such that they may provide sewer service to both its Property and the Tributary Service Area; and

WHEREAS, in exchange for the construction and dedication of the Improvements to the County, the County is willing to reimburse the Owner for certain costs associated with construction of the Improvements by crediting all or a portion of the Owner's area charge or the facilities costs calculated pursuant to Section 13.04.100 of the Pierce County Code whichever represents the greater element of the Owner's total connection charges in accordance with the provisions of this agreement; and

WHEREAS, County has the authority pursuant to Pierce County Code Chapter 13.04 to enter into this Agreement to reimburse the Owner for all or a portion of the cost of constructing the Improvements;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL BENEFITS AND COVENANTS DESCRIBED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Purpose. The purpose of this Agreement is to provide the legal framework and establish the procedures for reimbursing the Owner some portion of the Owner's cost of constructing a public sanitary sewer facility to serve the Owner's Property and the Tributary Service Area.

2. Construction of Improvements By Owner. Owner agrees that it shall construct at it's own expense, all Improvements necessary to provide sewer service to the Property and to the Tributary Service Area. All construction shall be in accordance with the County approved engineering plan and all other applicable County, State, and Federal ordinances, statutes, or regulations. Owner shall, upon execution of this Agreement, construction of the Improvements, and final acceptance of the Improvements by the County, transfer the Improvements to the County free and clear of all liens and debts, for inclusion into the sewer system as a public facility, including any right, title and interest in any property upon which the Improvements are located.

3. Owner Connection Charges and Other Fees. In consideration of County's permission to allow Owner to connect to existing County sewer facilities, Owner agrees to pay in full all applicable connection charges due the County prior to approval of the plans for the Improvements. The connection charge shall be calculated in accordance with the Pierce County Administrative Code Chapter 13.04 (or that section of the Pierce County Code governing the calculation of connection charges), with the exception that no front footage charge shall be collected due to Owner being responsible for the cost of installing the Improvements to serve the Property. In addition to the connection charge, Owner shall pay all other fees required by law, including but not limited to plan review fees, inspection fees, contract administration fees, side sewer stub charges, treatment plant capacity charges, and other administrative fees.

4. Eligible Construction Costs.

(a) Upon completion of construction of the Improvements and acceptance by the County, Owner shall provide the competitive bid submitted to construct the Improvements along with complete and itemized copies of all invoices for costs related to construction of the Improvements. The cost information provided by Owner shall be reviewed by the County to determine the Total Eligible Construction Cost. Certification of the costs and authentication of the copies shall be made by the party providing the construction service and the Owner. Costs not evidenced by an invoice shall not be considered eligible construction costs. Any costs not previously identified, in the approved cost estimate submitted with the sewer plans and specifications, shall not be considered an eligible construction cost. Construction costs which exceed the approved construction cost estimate shall not be considered eligible construction costs. Engineering Fees, Plan Review & Inspection Fees and Easement Acquisition Costs are not eligible to be included in the Total Eligible Construction Cost. All costs shall include Washington State Sales Tax where applicable.

(b) Pursuant to the foregoing, it has been determined and is agreed that the Eligible Construction Costs are \$1,368,972.45.

5. County Agrees to Reimburse. The County agrees to reimburse the Owner for a portion of the Eligible Construction Costs. The amount eligible for reimbursement to the Owner ("the Net Reimbursable Amount") shall be calculated as follows:

Gross Reimbursable Amount = Eligible Construction Costs - Equivalent Pipe Material Cost¹

Net Reimbursable Amount = (Gross Reimbursable Amount - Owner's Area Charge or the Section 13.04.100 costs, whichever is greater x (1 + Administrative Charge percentage)

The Net Reimbursable Amount available to Owner is set forth in Exhibit "C", 70th Avenue East Reimbursement Worksheet, attached hereto and incorporated herein by this reference.

6. Tributary Service Area. The County, pursuant to applicable Administrative Code provisions, will collect connection charges and other applicable fees from property owners within the Tributary Service Area who subsequently connect their properties to the Improvement after its conveyance to the County (herein known as "Tributary Properties"). Those charges and fees shall include, but not be limited to, area charges, front footage charges, treatment plant capacity charges, plan review fees, inspection fees and contract administration fees. Only portions of the area or 13.04.100 and frontage charges collected by the County from the Tributary Properties shall be used to reimburse the Owner as shown in Exhibit "C". No other charges or fees collected from the Tributary Properties shall be utilized to reimburse the Owner.

7. County Reimbursement Method. The amounts payable by the County to the Owner shall be determined and paid as follows:

(a) The Owner shall be reimbursed from the area charge portion of the Owner's connection charge the sum of \$41,855.75. Such reimbursement shall be made within 30 days of executing this Agreement.

(b) Each year during the term of this Agreement, the Owner shall be paid a portion of the Net Reimbursable Amount. Said payment shall be made within 60 days following January 1st of each year from Frontage Charges and Area Charges collected from the Tributary Properties during the preceding calendar year. All payments made to the Owner under this subsection shall be the Net Reimbursable amount collected less the 15% Administrative Charge.

(c) The amount to be charged by the County and collected from each property owner within the Tributary Service Area for connecting to the Improvements shall be the sum of Frontage Charge Reimbursable (Exhibit "C") and the Area Charge Reimbursable per RE used (Exhibit "C"); "RE" being used to mean "Residential Equivalent"; Residential Equivalent being used to mean the usual factor used by the County to convert all sewer usage (gallons/day) into equivalent residential usage.

(d) Notwithstanding the foregoing, in no event shall the County be required to pay to the Owner pursuant to this Agreement an aggregate amount in excess of the Gross Reimbursable Amount.

(e) No interest shall be paid on any unpaid balances of the Net Reimbursable amount for the life of this Agreement; provided, however, any share of the Net Reimbursable Amount owing to the Owner

¹The Equivalent Pipe Material Cost is the material cost including Washington State Sales Tax of the minimize size pipe, pump station, and/or other sewer appurtenances required to serve the Owner's Property as identified in the latest edition of the Criteria for Sewage Works Design, Washington State Department of Ecology (DOE). The Owner shall provide competitive bid information to the County documenting this costs.

which is not paid to the Owner within the time set forth in (b) above, shall bear interest at 12% per annum.

8. Term of Agreement. This Agreement and all obligations contained herein, shall terminate upon final payment of the Net Reimbursable Amount to the Owner pursuant to this Agreement, or at the end of ten (10) years from the Effective Date, whichever occurs first. If, for whatever reason, the Owner fails to complete construction of the Improvements and provide sufficient information to determine the Eligible Construction Cost as provided in Section 4 of this Agreement within one (1) year of the Effective Date of this Agreement, this Agreement shall be null and void and no obligations hereunder will incur to either party.

9. Maintenance Bond and Warranties. Owner or Owner's contractor, upon execution of this Agreement, shall furnish the County with such maintenance bond as the County may reasonably require in accordance with then current County ordinances and regulations. Owner hereby assigns to County all rights Owner possesses, as against the contractor, subcontractors or any other person, firm, or corporation, contractual or otherwise, whether based on an express or implied warranty to recover damages relating to design and construction of the Improvements.

10. Limitation of Assignment. This Agreement shall not be assignable by Owner without the prior written approval of Pierce County which shall not be unreasonably withheld.

11. Notice. Owner shall be responsible for providing the County with its current address at all times during the term of this Agreement. Any change of address notice submitted by the Owner shall be sent by means of Certified Mail, return receipt request, and shall be addressed as follows:

OWNER:
NOLL MANUFACTURING COMPANY
c/o Northwest Metal Products Company
P.O. Box 340
Puyallup, WA 98371-0035

PIERCE COUNTY:
PIERCE COUNTY DEPARTMENT OF PUBLIC WORKS AND UTILITIES
9116 Gravelly Lake Drive Southwest
Tacoma, Washington 98499

12. No Waiver of Permits. Nothing in this Agreement shall be construed to waive any permitting or approval process otherwise required by any Federal, State or County agency in conjunction with development on the Property.

13. Indemnification. Owner agrees to save harmless and indemnify the County, its appointed and elected officials and employees from and against all claims of loss and expense, including, but not limited to, damage to wastewater facilities, economic loss, environmental remediation, or claims by third parties for personal injury, death, or property damages arising during the course of construction through delivery of the bill of sale from performance of the Owner's obligations under this Agreement.

14. Entire Agreement. This Agreement constitutes the entire agreement between the Owner and the County with respect to the subject matter hereof and supersedes any and all prior agreements and understandings, oral or written, with respect to such subject matter. Any alteration or amendment or modification of this Agreement shall be valid only if set forth in writing and signed by both parties hereto.

15. Governing Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Pierce. This Agreement shall be governed by laws of the State of Washington and the ordinances and codes of the County of Pierce.

16. Severability. In the event any portion of this Agreement is determined to be void or unenforceable, such provision shall be severable and will not affect the validity of the remaining portion of this Agreement.

17. Recording of Agreement. Upon final signature of both parties hereto, this Agreement shall be recorded with the Pierce County Auditor.

Executed this 14TH day of OCTOBER, 19 94

PIERCE COUNTY
[Signature]
Director, Public Works and Utilities

[Signature]
Deputy Prosecuting Attorney
(as to form only)

[Signature]
Budget and Finance

Executive Director
(if applicable)

[Signature]
County Executive
(\$50,000 or more)

NOLL MANUFACTURING COMPANY
By: [Signature]
Its: PRESIDENT

P. O. BOX 340
Mailing Address
PUYALLUP, WA 98371-0035
City, State, Zip
(206) 926-1600
Telephone Number

STATE OF WASHINGTON)

ss.

County of Pierce)

I, the undersigned, a Notary Public, do hereby certify that on this 14TH day of OCTOBER, 1994, personally appeared before me BARRY K. MILLER, to me known to be the PRESIDENT of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that HE IS authorized to execute said instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 14TH day of OCTOBER, 1994.

Virginia M. Greenman

Notary Public in and for the State of
Washington, residing in MOSSYROCK

My commission expires on SEPT. 9, 1998



Exhibit "A"

LEGAL DESCRIPTION

Parcel A:

Beginning at the Southeast corner of the West half of the Southwest Quarter of Section 8, Township 20 North, Range 4 East of the W.M.; Thence North to the Northeast corner of the South half of the Southwest Quarter of the Southwest Quarter of said Section 8; Thence West to a point 435 feet East of the Northwest corner of the South half of the Southwest Quarter of the Southwest Quarter of said Section 8; Thence South 200 feet; Thence West 405 feet, more or less, to the East line of Mott County Road; Thence South to the North line of Valley Avenue; Thence East and Southeasterly along said road to South line of Section; Thence East to beginning; Except the South 100 feet of the North 300 feet of the West 300 feet of the South half of the Southwest Quarter of the Southwest Quarter of Section 8, Township 20 North, Range 4 East of the W.M.;

Parcel B:

The East 135 feet of the West 435 feet of the North 200 feet of the South one-half of the Southwest Quarter of the Southwest Quarter of Section 8, Township 20 North, Range 4 East of the Willamette Meridian.

EXHIBIT "B"
 TRIBUTARY SERVICE AREA

FIGURE 4
 SKEMATIC GRAVITY
 COLLECTION SYSTEM
 WITH ELEVATIONS
 SCALE: 1" = 1000'
 B.C.E. JOB No. 4852

AREA FOR FUTURE
 SERVICE W/ADDITIONAL
 PUMP STATIONS

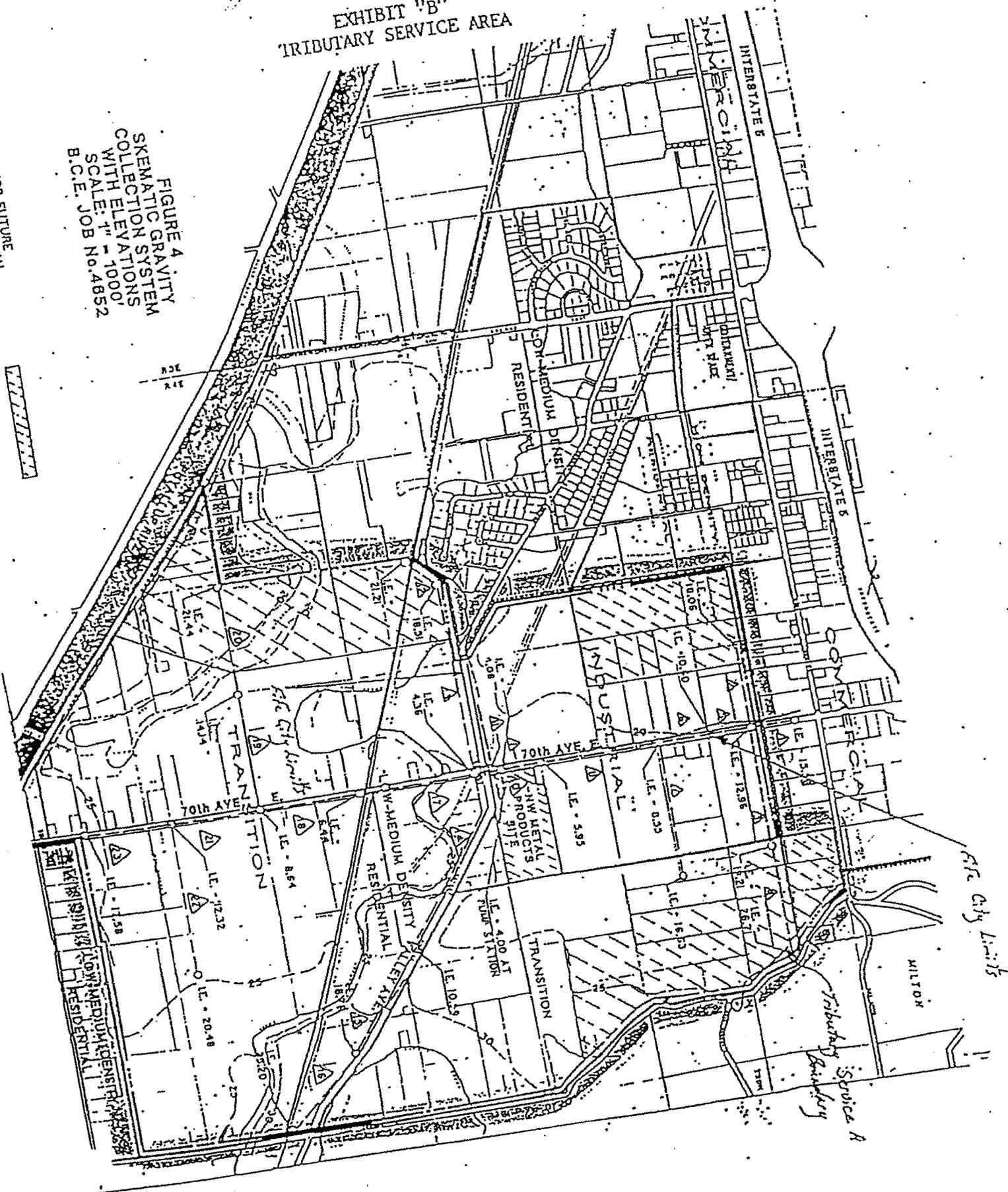


Exhibit "C"

70TH AVENUE EAST REIMBURSEMENT WORKSHEET

Description: Installation of approximately 5,800 lineal feet of 12" force main and appurtances along 70th Avenue East between Interstate 5 and Valley Avenue and the construction of a wet well/dry well pump station located at 70th Avenue East and Valley Avenue.

Gross Reimbursable Amount (GRA) = Eligible Construction Cost (ECC) - Material Cost of 8 inch pipe including state sales tax (MC8)

ECC = \$659,341.45 (12" force main) + \$504,504.00 (wet/dry well pump station)+ \$205,127.00 (changed field conditions - Feb. 11, 1994 letter) = \$1,368,972.45
Based on June 24, 1993 bid from Robinson Construction, Inc.

MC8 = \$96,915.00
Based on May 20, 1993 submittal by Barghausen Engineers, Inc.

GRA = \$1,368,972.45 - \$96,915.00 = \$1,272,057.45

Net Reimbursable Amount (NRA) = (GRA - AREA or Section 13.04.100 Cost) x (1 + Administrative Charge percentage)

Area charge = 837,115 s.f. x \$0.05/s.f. = \$41,855.75

NRA = (\$1,272,057.45 - \$41,855.75) x (1 + .15)
= (\$1,230,201.70)(1.15)
= \$1,414,731.96

Exhibit "C", cont'd
Tributary Property Connection Charges Available for Reimbursement

TRIBUTARY PROPERTY PARCEL NO:	FRONTAGE CHARGE REIMBURSABLE	AREA CHARGE REIMBURSABLE PER RE USED
04-20-07-1-019	\$21,368.85	\$220.00
04-20-07-1-048	21,285.00	220.00
04-20-07-4-006	80,947.50	220.00
04-20-07-4-008	6,450.00	220.00
04-20-07-4-018	6,450.00	220.00
04-20-07-4-035	24,768.00	220.00
04-20-07-4-036	25,174.35	220.00
04-20-07-4-715	29,154.00	220.00
04-20-08-2-011	21,285.00	220.00
04-20-08-2-012	21,285.00	220.00
04-20-08-3-006	903.00	220.00
04-20-08-3-010	7,559.40	220.00
04-20-08-3-012	7,095.00	220.00
04-20-08-3-014	13,919.10	220.00
04-20-08-3-016	6,450.00	220.00
04-20-08-3-020	13,099.95	220.00
04-20-08-3-029	23,703.75	220.00
04-20-08-3-031	21,175.35	220.00
04-20-08-3-032	21,801.00	220.00
04-20-08-7-001	20,981.85	220.00
TOTAL	\$394,856.10	To be determined by REs purchased by upstream or tributary properties.

SEWERAGE RATE AGREEMENT
BETWEEN
THE CITY OF TACOMA
AND
PIERCE COUNTY

AN AGREEMENT prescribing rates and charges to be paid by Pierce County to the City of Tacoma for sewerage service provided by Tacoma to the County. It is agreed between the parties that the method of determining rates and conditions set forth below shall also be used in those situations where the County provides sewerage service to Tacoma. This agreement supersedes all previous sewerage rate agreements between Tacoma and Pierce County.

1. AUTHORITY FOR CONTRACT - COMPLETENESS - TERM

This agreement is made and entered into pursuant to the authority vested in Tacoma and Pierce County by the provisions of Chapters 39.34 and 36.94 RCW. This agreement, except where otherwise provided, shall be complete within itself and shall remain in effect for a period of thirty-five years from the effective date hereof.

2. DETERMINATION OF RATES

The County shall pay Tacoma a sewerage service charge for the provision of such service to the County by Tacoma. The charge levied upon the County shall be the total of all categorical charges determined according to the prevailing rates listed in Tacoma's Municipal Code. Individual categorical rates shall be determined as follows:

A. RESIDENTIAL RATES

It is agreed that the following methodology shall be used to determine residential charges for the respective parties.

i. PIERCE COUNTY

The ratio times the Tacoma residential rate for 732 cubic feet per month.

ii. TACOMA

The ratio times the County residential rate for 732 cubic feet per month, plus the NPDES Permit Fee and

Sewerage Rate Agreement for Tacoma and Pierce County

Washington State Public Utility Tax. The total rate shall not exceed 85 % of the County Residential Rate as published in its current ordinance.

B. COMMERCIAL/INDUSTRIAL RATES

It is understood that the commercial/industrial (C/I) rates used by the respective parties are not mutually comparable. Tacoma uses a system based on combining flow and strength parameters (BOD, & SS) to determine individual C/I rates. Tacoma classifies its C/I users into approximately 40 different rates, according to SIC Code designation. Pierce County's system also uses flow, but only classifies its C/I users into one of five (5) categories on the basis of the highest strength (BOD or SS) to determine rates. Pierce County also uses the SIC Code to designate its C/I users. It is agreed for the purposes of determining charges between the parties, Tacoma will align each of its C/I classifications into one of the five County classifications. Attachment A shows the alignment and rates for the purpose of determining charges.

It is agreed that the following methodology shall be used to determine commercial/industrial charges for the respective parties.

i. PIERCE COUNTY

The ratio times the equivalent Tacoma commercial/industrial rate for the measured flow for the specific type of customer, as determined by SIC Code designation and shown on Attachment A.

ii. TACOMA

The ratio times the equivalent County commercial/industrial rate for the measured flow for the specific type of customer, as determined by SIC Code designation and shown on Attachment A, plus the NPDES Permit Fee and Washington State Public Utility Tax. The total rate shall not exceed 85% of the County Commercial/Industrial Rate as published in its current ordinance..

3. DEFINITIONS

A. Commercial Flow shall be determined by measurement of water consumed, or metered sewage flow, as determined by billing records for those commercial users listed by SIC Code, and/or those commercial users so defined in the prevailing Tacoma rate ordinance or Pierce County rate ordinance as each may apply.

Sewerage Rate Agreement for Tacoma and Pierce County

B. County shall mean Pierce County, Washington, the governing body of which is the Pierce County Council and County Executive.

C. Industrial Flow shall be determined by measurement of water consumed, or metered sewage flow, as determined by billing records for those industrial users listed by SIC Code, and/or those industrial users so defined in the prevailing Tacoma rate ordinance or County rate ordinance as each may apply.

D. NPDES Permit shall mean the National Pollutant Discharge Elimination System Permit as issued by the Washington State Department of Ecology.

E. The Rate(s) shall be the applicable composite sewerage service rate(s) for each agency consisting of fixed cost, flow, and strength parameters as defined in the respective prevailing ordinances.

F. The Ratio shall be eighty-three per cent (83%) for charges levied by the County, and eighty-five per cent (85%) for charges levied by Tacoma.

G. A Residential Equivalent is the unit of service as defined in Section 2 above to be used for a single-family or multiple-family dwelling unit.

H. Sewage shall mean sanitary sewage only, consisting of domestic, commercial, and industrial wastes, and excluding storm and surface water.

I. SIC Code shall mean the code number used to identify specific types of commercial/industrial users according to the Standard Industrial Classification Manual of 1987, as published by the Executive Office of the President, Office of Management and Budget, or as may be amended.

J. Tacoma shall mean the City of Tacoma, Washington, the governing body of which is the Tacoma City Council.

4. QUALITY OF SEWAGE

The quality of sewage delivered to either system shall conform to the requirements set forth in the then prevailing regulations of the agency receiving the sewage. All requirements of the "Pretreatment Agreement Between Tacoma and Pierce County" shall apply.

5. PAYMENT OF ANNUAL SEWERAGE SERVICE CHARGES

Tacoma and the County shall bill each other for sewerage service charges on a quarterly basis. The annual sewerage service charges shall be estimated from the previous year's fourth quarter billing figures. The first three (3) quarterly billing statements shall be based on this estimate. The final quarterly statement shall be based on the difference between the charges previously billed and the final amount determined by using the actual billing figures for the calendar year.

Each agency shall submit to the other all information necessary to compile sewerage service charges for the final billing period on or before the fifteenth (15) day of February of the next year. The final charges shall be computed and the bills submitted on or about the fifteenth (15) day of March.

All sewerage service charges shall be due and payable within thirty (30) days of receipt of the invoice.

The amount on the invoice shall be considered correct unless the billing agency is notified to the contrary within ten (10) working days of the receipt. If corrections are necessary, the thirty (30) days shall begin upon receipt of the corrected invoice.

Any charges, or portions thereof, not paid within the thirty (30) days shall begin accruing interest at the rate of eight per cent (8%) per annum beginning with the thirty-first (31st) day.

It is further agreed that Tacoma shall not be charged more than 85% of what it charges its customers in any of the listed rate categories. If, in the fourth quarter adjustment billing for the end of the calendar year the total charges by the County exceed this amount, Tacoma shall be credited with the excess charges.

It is also further agreed that Pierce County shall not be charged more than 85% of what it charges its customers in any of the listed rate categories. If, in the fourth quarter adjustment billing for the end of the calendar year the total charges by Tacoma exceed this amount, Pierce County shall be credited with the excess charges.

Sections 2 A ii and 2 B ii and the above paragraphs recognize that the County bills separately for its share of the Washington State Public Utility Tax and NPDES Permit Fees from its rates as set by ordinance, while Tacoma includes those same fees within its published rates.

Sewerage Rate Agreement for Tacoma and Pierce County

Attachment B shows the calculation of charges by each agency, and compares the rates and charges in the various categories.

The annual transmission capacity rights rental charges as per individual sewerage service area agreements shall be billed for the calendar year with the sewerage service charge statement for the final billing period of the calendar year. Capacity rights charges are not part of the sewerage service charge as determined herein.

6. RESOLUTION OF DISPUTES

In the event of any dispute or disagreement arising under this agreement, Tacoma's Director of Public Works and the County's Director of Utilities shall agree on a neutral, impartial arbitrator. If they are unable to agree on an arbitrator within three (3) weeks of receipt by either party of a written demand for arbitration from the other party, then either party may submit a request for a list of seven (7) arbitrators from the American Arbitration Association. The parties shall then select an arbitrator from that list of seven (7), by alternately striking one from the list until an arbitrator is selected. Once an arbitrator is selected by either of the two (2) methods above, the matter shall be submitted to the arbitrator. The decision of the arbitrator shall be rendered as expeditiously as possible, and shall be final and binding upon both parties. Any decision rendered shall be with the scope of the agreement, and shall not add to, or subtract from, any of the terms of the agreement. The arbitrator shall confine himself, or herself, to the precise issue or issues submitted for arbitration by the parties, and shall have no authority to determine other issues not so submitted. All expenses of the arbitrator shall be shared equally by Tacoma and the County.

7. REVIEW OF AGREEMENT

It is agreed that the terms of this agreement shall be reviewed at any time requested in writing by either party. In any event, this agreement shall be reviewed at five (5) year intervals.

8. EFFECTIVE DATE

The effective date of this agreement shall be January 1, 1991.

Sewerage Rate Agreement for Tacoma and Pierce County

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their proper officers on this 25th day of February, 1991.

PIERCE COUNTY, WASHINGTON

TACOMA, WASHINGTON

By: [Signature] Dep. Exec
Joe Stortini
Pierce County Executive

By: [Signature]
Ray E. Corpuz Jr.
City Manager

Approved as to Content:

DEPARTMENT OF PUBLIC WORKS

[Signature]
Donald T. Perry, P.E.
Director of Utilities

[Signature]
Fred A. Thompson, P.E.
Director

Countersigned:

[Signature]
Patrick Kenney
Director of Budget and Finance

[Signature]
David H. Dow Feb 2-20-91
Director of Finance

Attest:

[Signature]
Mike Panagiotu
Risk Manager

[Signature]
Genelle Birk
City Clerk

Approved as to Form:

Approved as to Form:

[Signature]
Prosecuting Attorney
Dyery

[Signature]
Assistant City Attorney

Sewerage Rate Agreement for Tacoma and Pierce County