

Regular Council Meeting

AGENDA

Page

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Approval of the Agenda

5. Appointments

- a. Appointing Eve Robinson to the DuPont's Lodging Tax Advisory Committee for an unexpired term through November 30, 2018 (Mayor).

6. Public Hearing

- a. This is the date set for the Public Hearing to take Testimony on the Proposed Update to the City's Six-Year Transportation Improvement Program (6-yr TIP) for 2017-2022 (Mayor/G. Lim).

7. Public Comments

8. Approval of the Consent Agenda Items

- a. Council Study Session Minutes - July 19, 2016;
- b. Regular Council Meeting Minutes - July 26, 2016;
- c. Claims Vouchers List - August 9, 2016 (P. Barry);
- d. Approving a Resolution Declaring certain Property as Surplus and Authorizing its Sale, Trade-in or Disposal (P. Barry);
- e. Approving a Resolution Authorizing the Sole Source Purchase Agreement with Physio-Control, Inc. for a New LIFEPAK 15 Monitor/Defibrillator (L. Creekmore);
- f. Awarding a Bid to Miles Resources, LLC, in the amount of \$335,294.40, for the Historic Village Water Main Replacement Project; and Authorizing the Mayor to Enter into a Contract with Miles Resources, LLC, for said Project (G. Lim);
- g. Approving a Resolution Authorizing the Execution of an Interlocal Agreement with the Pierce County Fire District 13 for Browns Point/Dash Point for Mutual Aid during Wildland Fire Deployments (L. Creekmore).

9. Discussion Items

10. Mayor's Report

11. City Administrator's Report

12. Council Reports

13. Unfinished Business

14. New Business

- a. Resolution Adopting the DuPont's Six-Year (2017-2022) Transportation Improvement Program (G. Lim).

- 15. Public Comments**
- 16. Council Comments**
- 17. Executive Session**
- 18. Adjournment**

Council Study Session (*Topics to be determined*) - August 16, 2016 @ 6PM
Regular Council Meeting - August 23, 2016 @ 7PM

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City of DuPont
1700 Civic Drive
DuPont, Washington 98237

City Council Study Session Minutes
Tuesday, July 19, 2016
6:00 PM

CALL TO ORDER: Mayor Courts called the meeting to order at 6:00 PM.

Roll Call: Those present were: Mayor Mike Courts; Deputy Mayor Roger Westman; and Councilmembers Penny Coffey, Eric Corp, Andy Estep, and Matt Helder.

Those present were: City Administrator Danek, City Attorney Karg, Finance Director Barry, Public Works Director Lim, and Interim City Clerk Graves.

Those absent were: Councilmembers Shawna Gasak and Mike Gorski. Both were excused

Mayor Courts and City Administrator Danek excused themselves to attend the AWC City Champion Award for Rep. Dick Muri at Steilacoom Town Hall. Mayor Courts passed meeting over to Deputy Mayor Westman.

PRESENTATIONS

Selection Criteria for Sidewalk Test Sites

Public Works Director Lim provided a power point presentation regarding an overview on the selection criteria for the sidewalk test sites, and when work will begin.

There was council discussion about how property owners would be notified, and species of trees that are being used for the replacement.

DISCUSSION ITEMS:

2016 Part B Lodging Tax Advisory Committee (LTAC) Grant Funding Recommendations

Finance Director Barry provided a power point presentation of the LTAC application review process. There was council discussion about what events past and future events were eligible for LTAC funds.

Deputy Mayor Westman clarified the process LTAC uses for selecting recipients for the grants.

2016 Second Quarter Budget Adjustments

Finance Director Barry provided an overview on the second quarter budget adjustments.

Councilmember Corp inquired if there was a minimum balance requirement in the Equipment Rental & Replacement Fund (ER&R).

Finance Director Barry responded there is currently not a policy but there is a system that allows the ER&R to have a balance.

Amendments to the DuPont Municipal Code (DMC) Chapter 5.04 – “Business Licenses” relative to the Rental Housing Business License (RHBL)

City Attorney Karg provided a PowerPoint presentation of the proposed changes to the RHBL Municipal Code.

Councilmember Corp inquired if the data that was gathered would be shared with the Northwest Landing ROA.

Councilmember Coffey stated that information should be cross checked with the Pierce County Assessor Treasurers website.

Councilmember Estep suggested that the program be implemented January 2017.

QUESTIONS/COMMENTS:

Councilmember Corp will not be present for the August 16, 2016 workshop. He will be at a study session out of state. He was excused for that said meeting.

ADJOURNMENT:

Mayor Courts adjourned the meeting at 7:27 PM.

City of DuPont

Mike Courts, Mayor

Attest:

Tiffany Graves, Interim City Clerk



City of DuPont
1700 Civic Drive
DuPont, Washington 98327

**Regular City Council Meeting Minutes
Tuesday, July 26, 2016**

Call To Order: Mayor Courts called the Regular City Council meeting to order at 7:01 p.m.

Roll Call: Attendance Roll Call was held. Those present were: Mayor Mike Courts; Deputy Mayor Roger Westman; and Councilmembers Penny Coffey, Eric Corp, Andy Estep, Shawna Gasak, Michael Gorski and Matt Helder. A motion was made and seconded to excuse Councilmember Helder (Corp/Gorski); 6/0 motion carried.

Those present were: City Administrator Danek, City Attorney Karg, Finance Director Barry, Police Chief Sheehan, Fire Chief Creekmore, Public Works Director Lim, Planning Director Wilson, Interim City Clerk Graves and Executive Assistant Ongoco.

Pledge of Allegiance: Mayor Courts led the flag salute.

Approval of the Agenda:

A motion was made and seconded to approve the agenda (Coffey/Gorski); 6/0 motion carried.

Proclamation

Proclamation supporting the "33rd National Night Out Against Crime" on August 2, 2016 in the City of DuPont

Mayor Courts read the proclamation supporting the "33rd National Night Out Against Crime" on August 2, 2016 in the City of DuPont.

Public Comments:

Renee Buck, 301 Brandywine Avenue, spoke about the changes to the rental housing business license and asked for clarification on its exceptions.

Approval of Consent Agenda Items:

- Joint City Council and Planning Commission Special Meeting Minutes – June 14, 2016;
- Regular Council Meeting Minutes – July 12, 2016;
- Claims Vouchers List – July 26, 2016;

Agenda Item # 8b.

- Resolution Adopting the Distribution of the 2016 Hotel/Motel Tax Fund Part B Grants, as recommended by the Lodging Tax Advisory Committee.

A motion was made and seconded to approve the Consent Agenda (Coffey/Gasak); 6/0 motion carried.

Discussion Items

None.

Mayor’s Report:

Mayor Courts reported on the following:

- Off-leash dog park groundbreaking on July 27th;
- August 6th Primary elections and the drop box at Ross Plaza;
- Importance of National Night out events; invited everyone to the city’s event on August 2nd, at 5:30 pm at Clocktower Park. He asked that neighborhoods that need police and fire presence contact the City.
- Carrie Muir from Lewis County will fill the City Clerk position and will start on Sept. 6th

City Administrator’s Report:

City Administrator Danek reported on the following:

- National Night Out festivities and asked communities to contact the City if they plan to hold an event that evening and would like police and fire personnel to be present;
- July 28th Coffee with the Chief from 5pm – 7pm at Forza;

Council Reports:

Councilmember Coffey spoke about the Steilacoom School District study session and discussions on budget and hiring of two principals.

Councilmember Estep reported on the last Tree Board meeting he attended relative to the Center Drive median tree planting and other activities.

Councilmember Gasak announced various Park and Recreation Agency activities including the August 4th senior potluck, off-leash park grand opening, to name a few.

Deputy Mayor Westman spoke about the progress of the future development at the 1843 site presented by the Orchard subcommittee of the Tourism.

Department Reports:

None.

Unfinished Business:

None.

New Business:

* * * * *

Agenda Item # 8b.

A motion was made and seconded to move both Ordinances to Second Reading this evening (Coffey/Westman); 6/0 motion carried.

* * * * *

Ordinance amending Chapter 5.04 of the DuPont Municipal Code relating to Rental Housing Business Licenses – First Reading and Second Reading

A motion was made and seconded to approve the Ordinance amending Chapter 5.04 of the DuPont Municipal Code relating to rental housing business licenses (Westman/Corp); 6/0 motion carried unanimously.

Ordinance adopting the Second Quarter Budget Adjustments – First Reading and Second Reading

A motion was made and seconded to approve the Ordinance adopting the Second Quarter Budget Adjustments, as presented (Estep/Gorski); 6/0 motion carried unanimously.

Public Comment:

None.

Council Comment:

Councilmember Gorski asked Public Works staff to check into possible replacement of the worn out doggy bag/garbage collection receptacle in the area of Hoffman Hill.

Councilmember Corp spoke about a Nisqually Land Trust float trip he attended with his wife where he met some of its board members. He asked staff to reach out to its where its Executive Director Joe Kane to do a briefing to the City Council; and requested for an update on the Sequelitchew Creek/Edmond Marsh restoration plan relative to the subarea planning.

Executive Session:

None.

Adjournment:

Mayor Courts adjourned the meeting at 7:28 P.M.

City of DuPont:

Mike Courts, Mayor

Attest:

Tiffany Graves, Interim City Clerk

Payroll

Pay Type Register

User: pbarry
 Printed: 08/04/2016 - 7:17AM
 Check Date Range: All
 Period Date Range: 07/16/2016 to 07/31/2016
 Batch Info: All
 Pay Types: AD, AOC, BC, BF, BV, C, CA, CC, CF, CM, CR, CU, CV, DO, DR, DT, EI, FA, FC, FF, FH, FL, FM, FMLA, FO, FP, FS,

City of DuPont
 1700 Civic Drive
 DuPont, WA 98327
 (253) 964-8121

Agenda Item # 8c.



FS2, FT, FV, H, HF, HO, HSACO, JD, KC, KD, KF, L2, L3, L4, L5, LD, LG, LGFix, MC, MD, MI, OC, OCB, OF, OFM, OHF, OLT, OMD, OO, OOC, OS, OSC, OSE, OSV, OT, OTR, OTW, PA, PD, PI, R, RD, RF, RS, RT, RT-OT, S, SB, SF, SH,

Pay Type	Description	Hours	Amount
AOC	Acting Out of Class	0.00	401.31
BC	BANK COMP TIME	26.50	0.00
C	Comp Time Used	2.00	56.22
CC	Comp Cash Out	0.25	6.13
CM	Community Resource Off 2%	0.00	59.24
CR	Crime Response Unit 2%	0.00	201.37
CV	Commercial Vehicle 2%	0.00	76.86
DT	Detective 5%	0.00	199.70
EI	Education Incentive	0.00	641.34
FA	Firearms Instructor 2%	0.00	200.53
FH	Floating Holiday	30.50	1,231.20
FS	Firefighter EMT Specialty Pay	0.00	925.33
FS2	Firefighter 2 Specialty Pay	0.00	674.87
FT	Field Training Officer 3%	0.00	731.75
JD	Jury Duty	2.50	105.03
KD	Kelly Day	184.00	0.00
LG	Longevity Pay	0.00	2,521.84
MC	Metro Collision Team 1% or 2	0.00	38.42
OC	On Call / Out of Class	0.00	900.00
OCB	OT for Call Back	53.50	2,303.26
OO	Opt Out of Medical Ins	0.00	1,405.87
OOC	OT for PW On-Call	9.00	374.67
OSC	OT for Shift Coverage	265.00	11,637.56
OT	Overtime	123.75	5,787.27
R	Regular	4,365.03	126,720.74
RT	Retro Pay	12.00	-181.73
S	Sick	173.00	5,274.81
U	Unpaid Hours	88.00	0.00
V	Vacation	334.67	11,767.93
VC	Vacation Cash Out - automatic	34.01	1,106.98
WC	WACOP LTD	0.00	970.90
Report Total		5,703.71	176,139.40

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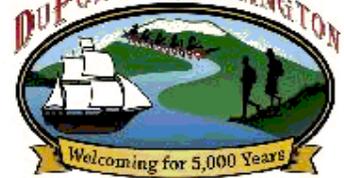
Payroll

Deduction Register - Totals Only

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Period End Range: 07/16/2016 to 07/31/2016
Batch Info: All
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1700 Civic Drive
DuPont, WA 98327
(253) 964-8121

Agenda Item # 8c.



	<u>Amount</u>
D2rCor: Dental Correction	86.54
DORL2R: LEOFF 2 - EMPLOYER	4,971.95
DORP1R: PERS 1 - EMPLOYER	260.61
DORP2R: PERS 2 - EMPLOYER	6,799.32
DORP3R: PERS 3D - EMPLOYER	952.60
ESD1: UNEMPLOYMENT	325.43
FICAR: FICA Employer Portion	7,575.22
IAFER1: IAFF- Nationwide 457- 1% Match	287.08
IAFER2: IAFF-Nationwide 457-Flat Match	25.00
IAFFER: IAFF Nationwide 457 - ER	2,695.52
ICMAR1: ICMA Employer 1% matching	637.75
ICMA-R: ICMA--EMPLOYER %	1,932.12
L&I-ER: L&I - Employer	5,184.05
M5-C: AWCHealthFirst HSA Correction	810.77
MEDIR: Medicare Employer Portion	2,553.34
V1-C: AWC-Vision Correction	24.78
WACOP: WA COP LTD - Benefit	970.90
	<hr/> <hr/>
Report Total:	36,092.98
	<hr/> <hr/>



CLAIMS VOUCHER APPROVAL

We hereby certify that the goods and/or services charged on the vouchers listed on the following pages have been furnished to the best of our knowledge. We further certify the following pages of claims to be valid and correct.

City Administrator

Finance Director

We, the undersigned Council members of the DuPont City Council, DuPont, Washington, do hereby certify that the voucher-check numbers 32767 through 32860 are approved for payment in the amount of \$136,836.20 this 9th day of August 2016.

Mayor

Councilmember

...

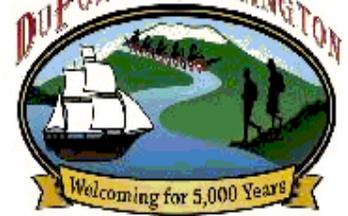
Accounts Payable

Checks by Date - Detail by Check Date

User: pbarry
 Printed: 8/4/2016 7:25 AM

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 1700 Civic Drive
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Agenda Item # 8c.



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
32767	BUILDEX 1050764	Builders Exchange of Washington Inc. Publish Projects Online - PW	07/25/2016	48.55
Total for Check Number 32767:				48.55
32768	COSTCO 1155264 39878 52429	Capital One Commercial 4th of July Supplies - P&R Laminator & Pouches - P&R Auction Tent - P&R	07/25/2016	271.33 71.62 237.29
Total for Check Number 32768:				580.24
32769	LAKEWOOI MC-00090 PD-00525	City of Lakewood July 2016 Court Svcs Quarterly Animal Control Svcs	07/25/2016	9,171.00 7,096.50
Total for Check Number 32769:				16,267.50
32770	CGRF 324061	Country Green Turf Farms Turf - PW	07/25/2016	68.70
Total for Check Number 32770:				68.70
32771	ELIEFFC REMIB 07/2016	Cindy Elieff Reimbursement for Comm Con Mtg - PD/Elieff	07/25/2016	217.19
Total for Check Number 32771:				217.19
32772	EHC 858206	Emerald Hills Coffees Coffee and Cream - PD	07/25/2016	47.77
Total for Check Number 32772:				47.77
32773	TACGOOD IN0062751	Goodwill of the Olympics & Rainier Regio General Custodial - Tues/Thurs	07/25/2016	1,166.00
Total for Check Number 32773:				1,166.00
32774	GRGR 9155375463	Grainger Safety Equipment - Face and Ear Protection	07/25/2016	276.36
Total for Check Number 32774:				276.36
32775	G&O 12251.00 13269.00 14259.00 14552.00 15206.01 15236.00 15242.00	Gray & Osborne Inc. 12251.00 Northwest Logistics Center #2 13269.00 Home 2 Suites at Barksdale Station 14259.00 Bell Hill Booster Station Upgrades 14552.00 Williamson Lot 10 Construction 15206.01 Water Util: Hoffman Hill BS Evaluatic 15236.00 Intel Property Short Plat 15242.00 Fairfield Inn at DuPont	07/25/2016	696.33 917.71 2,816.70 91.77 3,447.03 275.31 1,605.98

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	15258.00	15258.00 Historic Village Water Mains		1,191.42
	15271.02	15271.02 Painting City Hall and Public Safety B		689.89
	16205.01	16205.01 Parks: Off Leash Dog Park at PowerW		992.59
	16206.00	16206.00 Water Utility - 2016 General Engineeri		1,517.43
	16207.00	16207.00 Street Utility - 2016 General Engineeri		237.48
	16210.00	16210.00 2016 Technical Review Committee		520.85
	16228.00	16228.00 Home Course Kitchen Facility		512.79
			Total for Check Number 32775:	15,513.28
32776	HMDEP 10514	Home Depot/GECF Misc Parks Supplies - Parks	07/25/2016	192.74
	8021081	Misc Supplies - PW		92.26
	9020926	Misc Supplies - PW		5.42
			Total for Check Number 32776:	290.42
32777	HONEY 0550066131	Honey Bucket Rental/ Youth Baseball - P&R	07/25/2016	85.00
			Total for Check Number 32777:	85.00
32778	HUMANE IVC0001661	Humane Society for Tacoma and Pierce Co Boarding Contract	07/25/2016	504.93
			Total for Check Number 32778:	504.93
32779	JIPE 323388 323931 327960 329132	J & I Power Equipment Inc. Saw Chain and Chisel - PW Truck parts - PW KM Pruner Attachment Idler Pulley/ Air Filter- PW/Parks	07/25/2016	62.01 187.70 251.32 147.12
			Total for Check Number 32779:	648.15
32780	KAGEN RETAIN 15271.00 RETAIN 15271.01	K-A General Construction Contractor 15271.00 Museum Siding Replacement Retainag 15271.01 Museum Roof Replacement Retainage	07/25/2016	12,550.00 15,630.31
			Total for Check Number 32780:	28,180.31
32781	LAKEFORD 388586	Lakewood Ford Ford Truck Service #5 - PW/Water	07/25/2016	52.19
			Total for Check Number 32781:	52.19
32782	LANDCARE 8115681 8115681 8115681 8115681	LandCare USA LLC Landcare - Mcleod Circle Landcare - Center Drive 43% Landcare - McNeil Street Landcare - Center Drive 57%	07/25/2016	189.31 2,468.32 1,146.75 3,271.97
			Total for Check Number 32782:	7,076.35
32783	LIMATAK REFUND 07/2016	Kelly Limata Rental Deposit Refund/ Chief Leschi Park: K Li	07/25/2016	50.00
			Total for Check Number 32783:	50.00
32784	LNC INV33436 INV34092	LN Curtis & Sons New Equip for Lateral hire - Duty Belt & Gear New Equip for Lateral hire - Vest	07/25/2016	825.56 40.06

Agenda Item # 8c.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	INV34431	Handcuffs x2 - Goss		71.51
			Total for Check Number 32784:	937.13
32785	LOCHNER 000011888-5	Lochner Wilmington Drive Overlay - PW/Streets	07/25/2016	2,872.90
			Total for Check Number 32785:	2,872.90
32786	MORRIST REFUND 07/2016	Todd Morris Facilities Refund Deposit - Powderworks Park / .	07/25/2016	50.00
			Total for Check Number 32786:	50.00
32787	MULTICAR 109259	Multicare Centers of Occupational Medicin Pre-employment physical - Barnes/ PD	07/25/2016	543.00
			Total for Check Number 32787:	543.00
32788	NISQ 77185 77253 77333	Nisqually Automotive & Towing Service Replaced Front Rotors #093- PD Replaced Thermostat Car #093- PD Replaced Electric Fan Module #093- PD	07/25/2016	657.34 160.60 506.03
			Total for Check Number 32788:	1,323.97
32789	ORKIN 111536593	Orkin Pest Control, Inc. Museum Pest Control	07/25/2016 D-9086247 Museum	100.22
			Total for Check Number 32789:	100.22
32790	PAO 207702 S6630-10	Pacific Office Automation Cannon Printer Supplies - PW PD copier lease C284E, C454E	07/25/2016	24.20 348.86
			Total for Check Number 32790:	373.06
32791	PETEKT 9271	Thomas C Petek, Ph.D. Psych Evaluations - PD/E Barnes	07/25/2016	300.00
			Total for Check Number 32791:	300.00
32792	PCBGT&F CI-218430	Pierce County Budget & Finance Crack Seal job on Center Drive Apr. 7&8 - PW	07/25/2016	11,349.63
			Total for Check Number 32792:	11,349.63
32793	ROBBLEES 24214 24215	Robblee's Total Security Inc. Alarm monitoring / Museum Alarm monitoring / PD	07/25/2016	119.85 119.85
			Total for Check Number 32793:	239.70
32794	SFS R 33103 R 33103 R 33103 R 33103 R 33103 R 33103 R 33103	Smith Fire Systems Quarterly Fire System Testing Quarterly Fire System Testing	07/25/2016	284.00 117.88 36.71 169.63 122.37 48.95 36.71

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 32794:				816.25
32795	STAPLES	Staples Advantage	07/25/2016	
	8039946680	#3307474304 File Wallet- HR		100.25
	8039946680	#3307474306 BK Pens - Cent Cvs		22.68
	8039946680	#3307474302 Correction Tape - Cent Cvs		36.82
	8039946680	#3307474299 Wireless Keyboard - Planning		42.95
	8039946680	#3307474299 brother label tape - HR		30.45
	8039946680	#3307474299 General office supplies - General		130.78
	8039946680	#3307474312 Toilet tissue - PW/Facilities		80.77
	8039946680	#3307474309 Bathroom Soap - PW/Facilities		46.47
	8040035541	#3308043306 Bathroom Soap - PW/Facilities		185.87
	8040035541	#3308043307 Office Supplies - Planning		118.52
Total for Check Number 32795:				795.56
32796	SYSTEMS	Systems for Public Safety, Inc.	07/25/2016	
	29295	Police Veh / Drivers Side Spotlight Repair - PD		48.83
	29359	Police Veh #155 / Replaced front breaks - PD		579.16
Total for Check Number 32796:				627.99
32797	TASER	Taser International	07/25/2016	
	S11443143	Tasers,holsters,battery packs, cartridges		15,680.29
Total for Check Number 32797:				15,680.29
32798	TNT	The News Tribune	07/25/2016	
	256347 JUN 2016	Legal Ads - Citywide		75.73
	256347 JUN 2016	Legal Ads - Tourism		61.29
	256347 JUN 2016	Legal Ads - PW/Stormwater LID		493.81
Total for Check Number 32798:				630.83
32799	USMOWER	US Mower	07/25/2016	
	273491	Driving end bearing and Shaft Oil Seal		236.12
	273555	Mower Boom Pin		131.07
Total for Check Number 32799:				367.19
32800	DOP	WA State Enterprise Svs - Printing	07/25/2016	
	73150419	Business cards - G Karg		23.93
Total for Check Number 32800:				23.93
32801	WSP	Wa State Patrol	07/25/2016	
	116009237	Pre-employment background checks		24.00
Total for Check Number 32801:				24.00
Total for 7/25/2016:				108,128.59
32802	UB*01733	Dave or Kristy Adger	07/26/2016	
	111575-000			16.50
Total for Check Number 32802:				16.50
32803	UB*01722	Betsy Bean	07/26/2016	
	106060-000			49.68

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 32803:	49.68
32804	UB*01746 113056-000	Thad and Jessica Bell	07/26/2016	6.50
			Total for Check Number 32804:	6.50
32805	UB*01730 111415-000	Jeevan and Elizabeth Bhatta	07/26/2016	0.82
			Total for Check Number 32805:	0.82
32806	UB*01734 111881-000	Jean and Edward Blaize	07/26/2016	2.01
			Total for Check Number 32806:	2.01
32807	UB*01726 108673-000	Nathan Currie	07/26/2016	6.50
			Total for Check Number 32807:	6.50
32808	UB*01743 112907-000	Julie and Shawn Czehowski	07/26/2016	14.29
			Total for Check Number 32808:	14.29
32809	UB*01725 108468-000	Robert or Angelica Dion	07/26/2016	18.60
			Total for Check Number 32809:	18.60
32810	UB*01740 112361-000	Kinzell Downing and Nacole Everett	07/26/2016	63.20
			Total for Check Number 32810:	63.20
32811	UB*01731 111485-000	Jacqueline & Austin Fenwick	07/26/2016	31.46
			Total for Check Number 32811:	31.46
32812	UB*01723 108014-000	Ana Figueroa	07/26/2016	12.00
			Total for Check Number 32812:	12.00
32813	UB*01747 113459-000	Deedee Ruggiero and Richard Firnhaber	07/26/2016	6.50
			Total for Check Number 32813:	6.50
32814	UB*01735 112052-000	Trent Fredrickson	07/26/2016	38.79
			Total for Check Number 32814:	38.79
32815	UB*01720 101278-001	Grace Baptist Church	07/26/2016	6.50
			Total for Check Number 32815:	6.50

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
32816	UB*01727 108681-000	Christopher or Emily Gray	07/26/2016	7.69
Total for Check Number 32816:				7.69
32817	UB*01732 111519-000	Kevin Hattaway	07/26/2016	12.74
Total for Check Number 32817:				12.74
32818	UB*01738 112156-000	Joshua Hill	07/26/2016	22.09
Total for Check Number 32818:				22.09
32819	UB*01724 108392-001	Daniel or Danielle Hux	07/26/2016	11.45
Total for Check Number 32819:				11.45
32820	UB*01742 112639-000	Scott Imger	07/26/2016	22.09
Total for Check Number 32820:				22.09
32821	UB*01741 112443-000	Iversen 8 Sons Inc	07/26/2016	944.44
Total for Check Number 32821:				944.44
32822	UB*01736 112083-000	John Konugres	07/26/2016	87.85
Total for Check Number 32822:				87.85
32823	UB*01728 111181-000	Erica and Albert Lee	07/26/2016	6.50
Total for Check Number 32823:				6.50
32824	UB*01748 113745-000	Robert Lee	07/26/2016	6.50
Total for Check Number 32824:				6.50
32825	UB*01739 112351-000	Alysha and Carlos Pacheco	07/26/2016	14.29
Total for Check Number 32825:				14.29
32826	UB*01745 113022-000	Michael and Allison Riley	07/26/2016	37.10
Total for Check Number 32826:				37.10
32827	UB*01744 112939-000	Camille or Joseph Sullivan	07/26/2016	18.60
Total for Check Number 32827:				18.60
32828	UB*01737 112100-000	Adam Thuen	07/26/2016	8.06

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Amount
Total for Check Number 32828:				8.06
32829	UB*01729 111359-000	Charles & Sarah Ward	07/26/2016	210.24
Total for Check Number 32829:				210.24
32830	UB*01721 105010-002	Jonathan or Eliana Yost	07/26/2016	29.60
Total for Check Number 32830:				29.60
Total for 7/26/2016:				1,712.59
32831	AHBL	AHBL, Inc	07/29/2016	
	98669	2150057.30 TRC Meeting / City of DuPont		2,422.50
	98670	2150057.34 Wall Change Review/ Home 2 Suite		665.00
	98671	2150057.36 Distribute Comment Letter/ Intel Pr		116.25
	98672	2150057.61 Issue Decision on Extension / NWL		285.00
	98673	2150057.62 Call with Drew Boulds / Indoor Stor		95.00
	98965	2150057.30 Land use Planning Services / City of		1,140.00
	98966	2150057.34 LLE issue Clarification/ Home 2 Su		95.00
	98967	2150057.38 Temp use Permit/ TNT Fireworks Te		348.75
	98968	2150057.61 Call with Wayne R/ NWL Corp		142.50
	98969	2150057.62 Online processing & SEPA Checklis		2,330.00
	98970	2150057.63 Review Application/ Auburn Gymn		190.00
Total for Check Number 32831:				7,830.00
32832	ARAMARK	Aramark Uniform Services	07/29/2016	
	1988592953	Uniform Cleaning		5.00
	1988592953	Uniform Cleaning		5.00
	1988592953	Uniform Cleaning		4.99
	1988592953	Uniform Cleaning		5.00
	1988592953	Uniform Cleaning		5.00
	1988603631	Uniform Cleaning		4.99
	1988603631	Uniform Cleaning		5.00
	1988603631	Uniform Cleaning		5.00
	1988603631	Uniform Cleaning		5.00
	1988603631	Uniform Cleaning		5.00
	1988603631	Uniform Cleaning		5.00
	1988603631	Uniform Cleaning		5.00
	1988678425	Uniform Cleaning		7.42
	1988678425	Uniform Cleaning		7.43
	1988678425	Uniform Cleaning		7.42
	1988678425	Uniform Cleaning		7.42
	1988678425	Uniform Cleaning		7.42
	1988678425	Uniform Cleaning		7.42
	1988689019	Uniform Cleaning		7.39
	1988689019	Uniform Cleaning		7.39
	1988689019	Uniform Cleaning		7.39
	1988689019	Uniform Cleaning		7.39
	1988689019	Uniform Cleaning		7.39
Total for Check Number 32832:				124.04
32833	BWN	BrightWire Networks, LLC	07/29/2016	
	10632	ESET Antivirus - Cent Cvs		1,244.67
	10918	VPN Client License Single User - Finance		54.40
Total for Check Number 32833:				1,299.07

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
32834	ALLSP 1971	Mark Brinkhaus Track Professional Services	07/29/2016	7,684.45
Total for Check Number 32834:				7,684.45
32835	BUILDEX 1051138	Builders Exchange of Washington Inc. Publish Projects Online - PW/Parks	07/29/2016	45.15
Total for Check Number 32835:				45.15
32836	COSTCO 39801 39801	Capital One Commercial Food Supplies for All Staff Meeting - Cent Cvs Chicken for BBQ - Wellness	07/29/2016	47.07 33.98
Total for Check Number 32836:				81.05
32837	CARQ 8583-281818	Carquest Auto Parts Sheet metal screws/ bolts/ Oil - PW	07/29/2016	41.57
Total for Check Number 32837:				41.57
32838	CASCADER 7319	Cascade Recreation Inc. Soccer Nets - PW/Parks	07/29/2016	304.64
Total for Check Number 32838:				304.64
32839	CNA 71464626	CNA Surety Direct Bill Bond #7146426/ Surety Bond Renewal - R Shee	07/29/2016	100.00
Total for Check Number 32839:				100.00
32840	WACCI 45-114868 45-114869	Washington State Dept of Corrections Corr Aluminum Road Signs - PW Streets Aluminum Road Signs - PW Streets	07/29/2016	202.82 987.12
Total for Check Number 32840:				1,189.94
32841	HEMLEY 0036888-IN	Hemley's Septic Tank Cleaning, Inc Portable Toilet - PW/Parks	07/29/2016	128.95
Total for Check Number 32841:				128.95
32842	IRSAUDIT 720-V 2016	Internal Revenue Service Annual PCORI Fee 720 Excise Tax Return 2016	07/29/2016	232.19
Total for Check Number 32842:				232.19
32843	LARSEN 20780 20780	Larsen Sign Co. Inc. Vehicle Decals for New Truck - PW Vehicle Decals for 2 Trucks - PW	07/29/2016	180.51 361.02
Total for Check Number 32843:				541.53
32844	LESSCHWA 36500384137	Les Schwab Tires Inc. New Tire for Landscape Trailer - PW/Parks	07/29/2016	134.68
Total for Check Number 32844:				134.68
32845	LIFEAST 758605	Life-Assist, Inc. EMS Operating Supplies	07/29/2016	398.66
Total for Check Number 32845:				398.66

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Amount
32846	LOCHNER 000011888-3	Lochner 000011888 - Wilmington Drive Overlay	07/29/2016	2,543.90
Total for Check Number 32846:				2,543.90
32847	MES IN1043813	Municipal Emergency Svs. Inc. Fire Polos/ Boots/PPE Gloves	07/29/2016	588.85
Total for Check Number 32847:				588.85
32848	NWSC 16-14438	Northwest Safety Clean Personal Protective Equip. Repair - FD	07/29/2016	45.50
Total for Check Number 32848:				45.50
32849	ORKIN 111534606 111535358 111535358	Orkin Pest Control, Inc. City Hall Pest Control 41% Police Pest Control 59% Fire Pest Control	07/29/2016 D-10014997 City Hall D-12240342 Police D-12240342 Fire	193.85 40.75 58.64
Total for Check Number 32849:				293.24
32850	SFS P 53003	Smith Fire Systems Repair Fire Alarm System at Fire Station - FD	07/29/2016	440.64
Total for Check Number 32850:				440.64
32851	STAPLES 3305794117 3305794117 3305794118 3305794118 3305794119 3305794121 3305794121 3306433301 3306433304 3306433307	Staples Advantage 7157491195 - Cork Board - HR 7157491195 - Copy Paper - Cent Cvs 7157793209 - 3-Tab file folders - HR 7157793209 - Office Supplies - Cent Cvs 7157795441 - Batteries and Folders - HR 7157939157 - Calculator Tape and Stamp - Fin 7157939157 - Duster and NotePads - Cent Cvs 7157793209 - Flash Drives - Cent Cvs 7157793209 - Flash Drives - Cent Cvs 7158164763 - Office Supplies - Plan	07/29/2016	52.21 65.26 7.60 104.47 113.63 27.15 29.34 27.19 32.62 108.72
Total for Check Number 32851:				568.19
32852	SDN DP0716	Systems Design West LLC Ambulance Billing Services	07/29/2016 DP0415	359.46
Total for Check Number 32852:				359.46
32853	TA 2723	Take Aim, LLC Nomax Uniform Pant - Lech/ FD	07/29/2016	103.90
Total for Check Number 32853:				103.90
32854	WADOT 313-STB60718152	WA State Department of Transportation LA08685R - Wilmington Drive Overlay/ Streets	07/29/2016	47.84
Total for Check Number 32854:				47.84
32855	WATREAS 85000580	Wa State Office of Treasurer 2nd Quarter 2016 FORM A8-2 Voucher #850058	07/29/2016	67.50
Total for Check Number 32855:				67.50
32856	WTRMG	Water Management Lab, Inc.	07/29/2016	

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Agenda Item # 8c.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	151278	Water Testing - PW/Water		126.00
	151448	Water Testing - PW/Water		147.00
Total for Check Number 32856:				273.00
32857	WFFL 5003233527	Wells Fargo Financial Leasing, Inc. Lanier Copier Lease	07/29/2016	91.20
Total for Check Number 32857:				91.20
32858	WESMAR 229807	Wesmar Company Inc. Water Treatment Chemicals - Salt/ Hoffman Hill	07/29/2016	1,103.00
Total for Check Number 32858:				1,103.00
32859	WITHAMJ REFUND 7/25	Nadine Witham Rental Deposit Refund - Powderworks Park	07/29/2016	50.00
Total for Check Number 32859:				50.00
32860	ZOLL 9028375	ZOLL Medical Corporation PO# 16-14317 - Fire RMS Host Software/FD	07/29/2016	282.88
Total for Check Number 32860:				282.88
Total for 7/29/2016:				26,995.02
Report Total (94 checks):				136,836.20



MEETING DATE: August 9, 2016 **Agenda Item # 8d.**

- Consent Agenda
- Discussion Item
- Unfinished Business
- New Business
- Other _____

TITLE:

Resolution Declaring Surplus Items

Department: Finance	Discussion Date:
Originator: Staff	First Reading Date:
Assigned to: Paula Barry, Finance Director	Public Hearing Date:

BUDGET IMPACT: Yes No

FUND:

Amount Budgeted		
Additional Required		

DETAILED SUMMARY STATEMENT:

The City disposes of surplus property on an annual basis or more/less frequently as needed. Part of that process is meeting the legal requirements to dispose of equipment and materials that are no longer of use to the City. The items to be declared as surplus are broken, damaged, or past their useful life.

Occasionally, we do receive a small amount of revenue if items or vehicles can be sent to auction. At times, these items can be traded-in as we purchase its replacement.

RECOMMENDATION:

Adopt the Resolution declaring this property as surplus and authorizing its disposal.

CITY OF DuPONT
WASHINGTON
RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF DuPONT
DECLARING CERTAIN PROPERTY AS SURPLUS AND
AUTHORIZING ITS SALE, TRADE-IN OR DISPOSAL**

WHEREAS, the City of DuPont has purchased the real property and/or equipment listed on the attached Exhibit A; and

WHEREAS, the property/equipment on Exhibit A is surplus to the needs of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DuPONT THAT:

Section 1. The equipment/property described on the attached Exhibit A is declared surplus to the needs of the City. Staff is instructed to trade-in items, sell items for the best available price or properly dispose of items with no value.

ADOPTED THIS 9th DAY OF AUGUST, 2016.

CITY OF DuPONT

Mike Courts, Mayor

ATTEST:

Tiffany Graves, Interim City Clerk

Approved as to form:

Gordon P. Karg, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Resolution No.:

EXHIBIT A

Description	Serial No.	DuPont ID No.	Dept.	Notes	Resolution
Life Pack 12	33515686	N/A	FD	Includes Accessories	Trade In
2003 John Deere Gator		N/A	PW	Beyond Useful Life	Trade In
HP Designjet 1050C Plus Plotter		809	BLDG	Beyond Useful life	Surplus/Trade In



MEETING DATE: August 9, 2016 **Agenda Item # 8e.**

- Consent Agenda
- Discussion Item
- Unfinished Business
- New Business
- Other _____

TITLE:

Purchase of the LIFEPAK 15 monitor/defibrillator

Department: Fire	Discussion Date:
Originator: Staff	First Reading Date:
Assigned to: Larry Creekmore, Fire Chief	Public Hearing Date:

BUDGET IMPACT: Yes No

FUND:

Amount Budgeted	\$35,785.25	ER&R
Additional Required		

DETAILED SUMMARY STATEMENT:

Our current Life-Pak "Defibrillator" was purchased around 2008, and currently has only 2 years of product support. We have the funds to replace it with ERR funding as well and take advantage of a \$6500-dollar trade in of the current unit. The new unit a Like-Pak-15 would be fully functional as both a BLS and ALS medical device. By replacing this now, we will be able to benefit from the trade in value.

Funding was approved in the second quarter 2016 budget adjustment on the 7-26-2016 Council meeting.

RECOMMENDATION:

Adoption of the Resolution to purchase the LIFEPAK 15 monitor/defibrillator from Physio-Control Inc., a sole source provider

ADDRESS

11811 Willows Road NE
Redmond, WA 98052

PHONE

GENERAL
425 867 4000

TOLL-FREE
800 442 1142

www.physio-control.com

September 2015

Physio-Control, Inc. is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training markets for the following products:

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® 2 Chest Compression System

Physio-Control, Inc. is the sole-source provider in **all** markets for the following products & services:

- RELISM (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® System and related software
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs
- PulsePoint Agency Services
- HealthEMS® Software
- HomeSolutions.NET® Software

Physio-Control is also the sole source distributor of the following products for EMS customers in the U.S. and Canadian markets:

- McGRATH® MAC EMS Video Laryngoscope
- McGRATH® MAC Disposable Laryngoscope Blades
- McGRATH® X Blade™

Physio-Control does not authorize any resellers to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products. If you have questions, please feel free to contact your local Physio-Control sales representative at 800.442.1142.

Sincerely,

PHYSIO-CONTROL, INC.



Allan Criss, Vice-President, Americas Sales

GDR 3321967_C

CITY OF DuPONT
WASHINGTON

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF DUPONT, WASHINGTON, AUTHORIZING THE SOLE SOURCE PURCHASE AGREEMENT BETWEEN THE CITY OF DUPONT, WASHINGTON AND PHYSIO-CONTROL, INC., OF REDMOND, WASHINGTON, FOR A NEW LIFEPAK 15 MONITOR/DEFIBRILLATOR

WHEREAS, Physio-Control, Inc., and the City of DuPont wish to enter into a sole source purchase agreement for a new LIFEPAK 15 monitor/defibrillator package; and

WHEREAS, Physio-Control, Inc., is the sole-source provider in the hospital, emergency response services and emergency response training markets for the LIFEPAK 15, which would be fully functional as both a Basic Life Support and Advanced Life Support medical device; and

WHEREAS, the City Council finds that is in the public interest to authorize the Mayor to execute the sole source purchase agreement, as approved on the 2016 second quarter budget adjustment, attached hereto as Exhibit A;

NOW THEREFORE, BE IT RESOLVED by the City of DuPont:

Section 1. The Mayor is hereby authorized to execute the sole source purchase agreement with Physio-Control, Inc., in the form attached hereto as “Exhibit A.”

ADOPTED BY THE DUPONT CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ____ DAY OF _____, 2016.

CITY OF DuPONT

Mike Courts, Mayor

ATTEST/AUTHENTICATED:

Tiffany Graves, Interim City Clerk

Approved as to form:

Gordon Karg, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Resolution No.:



Physio-Control, Inc.
11811 Willows Road NE, P.O. Box 97006, Redmond, WA 98052
Tel 425.867.4000 Toll-free 800.442.1142

www.physio-control.com

Agenda Item # 8e.

August 1, 2016

The service contract (POS) period begins on the first day of the second year of ownership of the LP15. The first year is covered under warranty. The advantage to purchasing the service contract at the time of the purchase of the LP15 is that there is a greater discount, and you lock in your pricing. The actual service contract begins on day 366 of ownership of the device, and will continue for 3 years. So, there is a total of 4 years of support until the service contract would be up for renewal.

Also, when you have the service contract in place, your agency is eligible for a 15% discount on all electrodes as well as a 15% discount on accessories.

I hope this information helps.

Regards,

Paula Park
Pre-Hospital Senior Sales Consultant

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Agenda Item # 8e.

Physio-Control, Inc
11811 Willows Road NE
P.O. Box 97006
Redmond, WA 98073-9706 U.S.A.
www.physio-control.com
tel 800.442.1142
fax 800.732.0956

To Chief Larry Creekmore
DUPONT FD
1780 CIVIC DR
DU PONT,WA 98327
(253) 912-5237
lcreekmore@dupontwa.gov

Quote Number 00045810
Revision # 1
Created Date 7/13/2016
Sales Consultant Paula Park
FOB Destination
Terms All quotes subject to credit approval and the following terms and conditions
NET Terms NET 30

Contract NASPO #SW300 v2
Promotion (RPLP12SV) – LP12 to LP15 w/Svc

Expiration Date 9/30/2016

Product	Product Description	Quantity	List Price	Unit Discount	Unit Price	Total Price
11140-000015	AC power cord	1.00	77.70	-12.73	64.97	64.97
11140-000052	LP15 REDI-CHARGE Adapter Tray	1.00	198.50	-32.44	166.06	166.06
11141-000115	REDI-CHARGE Base (power cord not included)	1.00	1,470.00	-244.42	1,225.58	1,225.58
11160-000013	NIBP CUFF BAYONET-REUSEABLE,CHILD	1.00	24.00	-3.60	20.40	20.40
11160-000019	NIBP CUFF BAYONET-REUSEABLE,XL ADULT	1.00	48.00	-7.20	40.80	40.80
11171-000049	Rainbow DCI Adt Reusable Sensor, 1/box	1.00	637.00	-95.55	541.45	541.45
11220-000028	Carry case top pouch for use w/LIFEPAK 12 or LIFEPAK 15	1.00	54.60	-8.19	46.41	46.41
11260-000039	LIFEPAK 15 Carry case back pouch	1.00	79.20	-11.88	67.32	67.32
11577-000002	LIFEPAK 15 Basic carry case w/ right & left pouches. INCLUDED AT NO CHARGE WHEN ORDERED WITH DEVICE: 11577-000001 Shoulder Strap	1.00	309.20	-46.38	262.82	262.82
21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	3.00	453.60	-84.18	369.42	1,108.26
50999-000117	Zone1: (1 to 25Mi) or (1 to 40Km)	3.00	0.00	0.00	0.00	0.00
99577-001957	LIFEPAK 15 V4 Monitor/Defib, Adaptive Biphasic, Manual & AED, Color LCD, 100mm Printer, Noninvasive Pacing, Metronome, Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Carbon Monoxide, Bluetooth INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, IN-SERVICE DVD - 21330-001486, SERVICE MANUAL CD- 26500-003612 (one per order) and SHIP KIT (RC Cable) 41577-000288 INCLUDED. HARD PADDLES, BATTERIES AND CARRYING CASE NOT INCLUDED.	1.00	34,960.00	-4,935.73	30,024.27	30,024.27
LP15-OSCOMP-3-POS	LIFEPAK 15 Service - 3 YEAR. On-site Comprehensive Coverage. Annual Payments.	1.00	5,040.00	-756.00	4,284.00	4,284.00
Trade-in product	Trade in of LIFEPAK 12 Biphasic - 3 Feature towards the purchase of Lifepak 15	1.00	0.00	0.00	-6,500.00	-6,500.00

Subtotal	USD 31,352.34
Estimated Tax	USD 3,785.25
Estimated Shipping & Handling	USD 0.00
Grand Total	USD 35,137.59

Pricing Summary Totals	
List Price Total	USD 44,259.00
Total Contract Discounts Amount	USD -6,406.66
Total Discount	USD 0.00
Trade In Discounts	USD -6,500.00
Tax + S&H	USD 3,785.25

GRAND TOTAL FOR THIS QUOTE

Agenda Item # 8e.

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$5,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN.

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

NAME

TITLE

DATE

Reference Number JY/20939601/104549

General Terms for all Products, Services and Subscriptions.

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

Pricing. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

Payment. Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

Minimum Order Quantity. Physio reserves the right to charge a service fee for any order less than \$200.00.

Patent Indemnity. Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

Limitation of Interest. Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

Delays. Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

Limited Warranty. Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

Compliance with Confidentiality Laws. Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

Compliance with Law. The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

Regulatory Requirement for Access to Information. In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

No Debarment. Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

Choice of Law. The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

Additional Terms for Purchase and Sale of Products.

In addition to the General Terms above, the following terms apply to all purchases of products from Physio:

Delivery. Unless otherwise specified by Physio in writing, delivery shall be FOB Physio point of shipment and title and risk of loss shall pass to Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from Buyer, Physio will obtain transportation on Buyer's behalf and for Buyer's account. Delivery dates are approximate. Freight is pre-paid and added to Buyer's invoice. Products are subject to availability.

Inspections and Returns. Within 30 days of receipt of a shipment, Buyer shall notify Physio of any claim for product damage or nonconformity. Physio, at its sole option and discretion, may repair or replace a product to bring it into conformity. Return of any product shall be governed by the Returned Product Policy located at <http://www.physio-control.com/Documents/>. Payment of Physio's invoice is not contingent on immediate correction of nonconformities.

No Resale. Buyer agrees that products purchased hereunder will not be resold to third parties and will not be reshipped to any persons or places prohibited by the laws of the United States of America.

Additional Terms for Purchase and Sale of Service Plans.

In addition to the General Terms above, the following terms apply to all Physio Service Plans.

Service Plans. Physio shall provide services according to the applicable Service Plan purchased by Buyer and the terms of the applicable Service Plan. For more information, please visit <http://www.physio-control.com/ServicePrograms.aspx> for the length of the subscription purchased and for the details of the services covered by the Service Plan ("Covered Equipment").

Pricing. If the number or configuration of Covered Equipment changes during the Service Plan subscription, pricing shall be pro-rated accordingly. For Preventative Maintenance, Inspection Only, Comprehensive, and Repair & Inspect Service Plans, Buyer is responsible to pay for preventative maintenance and inspections that have been performed since the last anniversary of the subscription start date and such services shall not be pro-rated.

Device Inspection Before Acceptance. All devices that are not covered under Physio's Limited Warranty or a current Service Plan must be inspected and repaired (if necessary) to meet specifications at then-current list prices prior to being covered under a Service Plan.

Unavailability of Covered Equipment. If Covered Equipment is not made available at a scheduled service visit, Buyer is responsible to reschedule with the Physio Service Technician, or ship-in the Equipment to a Physio service depot. Physio reserves the right to charge Buyer a surcharge for a return visit. Surcharges will be based on then-current Physio list price of desired services, less 10% for labor and 15% for parts, plus applicable travel costs. The return visit surcharge will be in addition to the subscription price of the Service Plan. To avoid the surcharge, Buyer may ship devices to a Physio service depot. Buyer shall be responsible for round-trip freight for ship-in service.

Unscheduled or Uncovered Services. If Buyer requests services to be performed on Covered Equipment which are not covered by a Service Plan, or are outside of designated Services frequency or hours, Physio-Control will charge Buyer for such services at 10% off Physio-Control's standard rates (including overtime, if appropriate) and applicable travel charges. Repair parts required for such repairs will be made available at 15% off the then-current list price.

Loaners. If Covered Equipment must be removed from service to complete repairs, Physio will provide Buyer with a loaner device, if one is available. Buyer assumes complete responsibility for the loaner and shall return the loaner to Physio in the same condition as received, normal wear and tear exempted, upon the earlier of the return of the removed Covered Equipment or Physio's request.

Cancellation. Buyer may cancel a Service Plan upon sixty (60) days' written notice to Physio. In the event of such cancellation, Buyer shall be responsible for the portion of the designated price which corresponds to the portion of the Service Plan subscription prior to the effective date of termination and the list-price cost of any preventative maintenance, inspections, or repairs rendered after the last anniversary date of the subscription start date.

No Solicitation. During the Service Plan subscription and for one (1) year following its expiration Buyer agrees to not to actively and intentionally solicit anyone who is employed by Physio to provide services such as those described in the Service Plan.



Agenda Item # 8f.

MEETING DATE: August 9, 2016

- Consent Agenda
- Discussion Item
- Unfinished Business
- New Business
- Other _____

TITLE:

Award of the Historic Village Water Main Replacement Contract

Department: Public Works	Date of First Reading:
Originator: Staff	Date of Second Reading:
Assigned to: Gus Lim, Public Works Director	Date of Public Hearing:

BUDGET IMPACT: Yes No

FUND:

Amount Budgeted	\$434,480.00	Water
Additional Required		

DETAILED SUMMARY STATEMENT:

The Historic Village Water Main Replacement project on Barksdale AVE and Penniman ST was solicited as an open bid project. The project was advertised in the Tacoma News Tribune on July 21 and 27, 2016. Additionally it was posted in the plans centers of Builder Exchange of Washington and Seattle Daily Journal of Commerce. 5 bids were received. Bid opening was August 3, 2016. The lowest responsive, responsible bidder was Miles Resources, LLC, Puyallup, WA (\$335,294.40). Engineer's estimate: \$359,040.00.

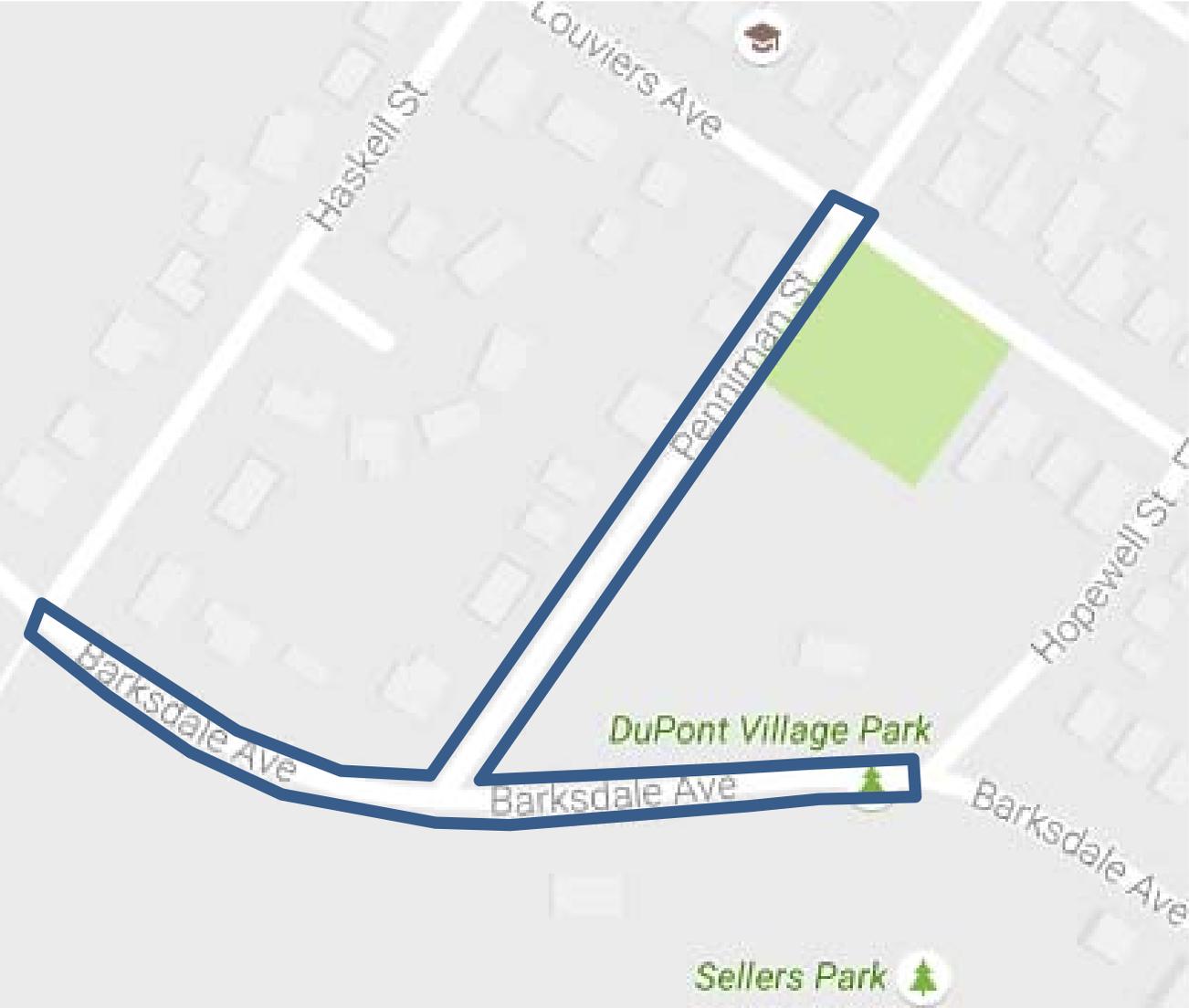
Performance Period: 50-working days after award and notice to proceed.
 Pre-Construction meeting pending after award to determine specific work dates.

Of Note: A companion piece that also replaces a water main is located along Barksdale AVE, near Iafrazi Park, a gas station and an apartment complex will be executed next year due to easement verification.

RECOMMENDATION:

Staff recommends awarding the Historic Village Water Main Replacement project to Miles Resources, LLC, Puyallup WA for \$335,294.40.

Project Area for
Historic Village
Water Main
Replacement



Awarding a Bid to Miles Resources, LLC, in the amount of \$335,294.40, for the

BIDDER		ENGINEER'S ESTIMATE				MILES RESROUCES, LLC		SOUTH BAY EXCAVATING, INC.		KAR-VEL CONSTRUCTION		NOVA CONTRACTING, INC.		CECCANTI, INC.	
BIDDER ADDRESS						400 Valley Avenue NE Puyallup, WA 98372		2540 Black Lake Blvd. SW Olympia, WA 98512		P.O. Box 58275 Renton, WA 98058		10615 Delphi Road SW Olympia, WA 98512		4116 Brookdale Road East Tacoma, WA 98446	
WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.						183, 696-00		518, 584-00		489, 386-01		206, 913-00		367, 252-00	
WASHINGTON STATE CONTRACTOR'S REG. NUMBER						MILESRL897RK		SOUTHBE 132MS		KARVELI113D3		NOVACI*991N3		CECCAI*227CB	
BID BOND OR OTHER GOOD FAITH TOKEN						5% BID BOND		5% BID BOND		5% BID BOND		5% BID BOND		5% BID BOND	
NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
BASE BID															
1	Mobilization and Demobilization	1 LS	\$35,000.00	\$35,000.00	\$13,000.00	\$13,000.00	\$25,000.00	\$25,000.00	\$31,000.00	\$31,000.00	\$36,000.00	\$36,000.00	\$26,335.00	\$26,335.00	
2	Minor Changes	1 CALC	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	
3	Locate Existing Utilities	1 LS	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$3,800.00	\$3,800.00	\$2,500.00	\$2,500.00	\$900.00	\$900.00	\$4,500.00	\$4,500.00	
4	Project Temporary Traffic Control	1 LS	\$10,000.00	\$10,000.00	\$29,330.00	\$29,330.00	\$23,000.00	\$23,000.00	\$2,500.00	\$2,500.00	\$12,000.00	\$12,000.00	\$79,000.00	\$79,000.00	
5	Trench Excavation Safety Systems	1 LS	\$2,500.00	\$2,500.00	\$575.00	\$575.00	\$1,000.00	\$1,000.00	\$300.00	\$300.00	\$900.00	\$900.00	\$2,000.00	\$2,000.00	
6	Removal of Unsuitable Material (Trench)	20 CY	\$80.00	\$1,600.00	\$40.00	\$800.00	\$55.00	\$1,100.00	\$20.00	\$400.00	\$110.00	\$2,200.00	\$26.00	\$520.00	
7	Removal of Cement Concrete Panel	70 SY	\$50.00	\$3,500.00	\$45.00	\$3,150.00	\$15.00	\$1,050.00	\$8.00	\$560.00	\$20.00	\$1,400.00	\$32.00	\$2,240.00	
8	Erosion/Water Pollution Control	1 LS	\$2,500.00	\$2,500.00	\$2,750.00	\$2,750.00	\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00	\$600.00	\$600.00	\$18,000.00	\$18,000.00	
9	Foundation Gravel	40 TN	\$40.00	\$1,600.00	\$27.50	\$1,100.00	\$36.00	\$1,440.00	\$4.00	\$160.00	\$60.00	\$2,400.00	\$28.00	\$1,120.00	
10	Bank Run Gravel for Trench Backfill	1,520 TN	\$25.00	\$38,000.00	\$25.50	\$38,760.00	\$31.00	\$47,120.00	\$4.00	\$6,080.00	\$10.00	\$15,200.00	\$15.00	\$22,800.00	
11	Crushed Surfacing Top Course	380 TN	\$35.00	\$13,300.00	\$31.00	\$11,780.00	\$31.00	\$11,780.00	\$4.00	\$1,520.00	\$60.00	\$22,800.00	\$25.00	\$9,500.00	
12	Site Restoration and Rehabilitation	1 LS	\$12,000.00	\$12,000.00	\$35,000.00	\$35,000.00	\$5,800.00	\$5,800.00	\$18,000.00	\$18,000.00	\$2,100.00	\$2,100.00	\$42,000.00	\$42,000.00	
13	HMA Cl. 1/2" PG 64-22	100 TN	\$150.00	\$15,000.00	\$140.00	\$14,000.00	\$180.00	\$18,000.00	\$171.00	\$17,100.00	\$200.00	\$20,000.00	\$182.00	\$18,200.00	
14	Concrete Panel Restoration	70 SY	\$200.00	\$14,000.00	\$200.00	\$14,000.00	\$75.00	\$5,250.00	\$150.00	\$10,500.00	\$200.00	\$14,000.00	\$92.00	\$6,440.00	
15	Sawcutting	2,100 LF	\$4.00	\$8,400.00	\$2.30	\$4,830.00	\$1.00	\$2,100.00	\$2.50	\$5,250.00	\$1.20	\$2,520.00	\$3.00	\$6,300.00	
16	Connection to Existing Main	3 EA	\$4,000.00	\$12,000.00	\$3,300.00	\$9,900.00	\$5,400.00	\$16,200.00	\$6,000.00	\$18,000.00	\$2,000.00	\$6,000.00	\$6,500.00	\$19,500.00	
17	Controlled Density Fill	15 CY	\$160.00	\$2,400.00	\$70.00	\$1,050.00	\$175.00	\$2,625.00	\$125.00	\$1,875.00	\$100.00	\$1,500.00	\$100.00	\$1,500.00	
18	8-Inch Class 52 Ductile Iron Pipe (Incl. Bedding)	1,600 LF	\$70.00	\$112,000.00	\$48.25	\$77,200.00	\$50.00	\$80,000.00	\$90.00	\$144,000.00	\$98.00	\$156,800.00	\$52.00	\$83,200.00	
19	Additional Fittings	750 LBS	\$4.00	\$3,000.00	\$3.50	\$2,625.00	\$15.00	\$11,250.00	\$0.10	\$75.00	\$3.00	\$2,250.00	\$3.00	\$2,250.00	
20	8-Inch Gate Valves	6 EA	\$1,500.00	\$9,000.00	\$1,360.00	\$8,160.00	\$1,525.00	\$9,150.00	\$1,800.00	\$10,800.00	\$1,000.00	\$6,000.00	\$1,000.00	\$6,000.00	
21	1-Inch Water Service and Meter Connection	8 EA	\$1,500.00	\$12,000.00	\$1,025.00	\$8,200.00	\$2,350.00	\$18,800.00	\$1,900.00	\$15,200.00	\$1,600.00	\$12,800.00	\$1,200.00	\$9,600.00	
22	1-Inch Water Service Pipe	260 KF	\$20.00	\$5,200.00	\$42.75	\$11,115.00	\$18.00	\$4,680.00	\$22.00	\$5,720.00	\$20.00	\$5,200.00	\$97.00	\$25,220.00	
23	Hydrant Assembly	2 EA	\$5,000.00	\$10,000.00	\$5,925.00	\$11,850.00	\$6,000.00	\$12,000.00	\$7,500.00	\$15,000.00	\$5,000.00	\$10,000.00	\$5,200.00	\$10,400.00	
Subtotal:				\$330,000.00		\$308,175.00		\$309,645.00		\$314,040.00		\$338,570.00		\$401,625.00	
Sales Tax @ 8.8%				\$29,040.00		\$27,119.40		\$27,248.76		\$27,635.52		\$29,794.16		\$35,343.00	
TOTAL CONSTRUCTION COST				\$359,040.00		\$335,294.40		\$336,893.76		\$341,675.52		\$368,364.16		\$436,968.00	
Sealed bids were opened at the City of DuPont, 1700 Civic Drive, DuPont, Washington 98327 on Wednesday, August 3, 2016, at 2:00 p.m. (local time).															
I hereby certify that, to the best of my knowledge, the above tabulations are true and correct transcriptions of the unit prices and total amounts bid.															
															
STEVE C. STEWART, P.E.															

DATE: 8/2016
 DRAWN: SC
 CHECKED: SCS
 APPROVED: SCS

CITY OF DUPONT, WASHINGTON
 HISTORIC VILLAGE WATER MAIN REPLACEMENT
 GRAY & OSBORNE #15258

GRAY & OSBORNE, INC.
 CONSULTING ENGINEERS

Agenda Item # 8f

AGREEMENT

THIS AGREEMENT is entered into by and between the **CITY OF DUPONT** (hereinafter called the Owner) and _____ (hereinafter called the Contractor).

The Owner and the Contractor agree as follows:

ARTICLE 1. WORK.

The work specified in this Section consists of furnishing all labor, materials, and equipment necessary for construction of the Historic Village Water Main Replacement Project, as shown on the Plans, and hereinafter specified, along Barksdale Avenue from Haskell Street to Hopewell Street and along Penniman Street from Barksdale to Louviers Street. Work shall include, but not be limited to, the following:

Furnish and install approximately 1,600 LF of 8-inch ductile iron water main, required valves, connection to existing water mains, hydrants, water services and appurtenances. Construct required asphalt and concrete panel patching. Provide all associated work as shown on the Plans and specified herein, for a complete and workable system.

ARTICLE 2. CONTRACT TIME.

The Contractor shall substantially complete the Work required by the Contract within _____ working days (the Substantial Completion Date) and physically complete the Work within _____ working days (the Physical Completion Date).

ARTICLE 3. LIQUIDATED DAMAGES.

The Owner and the Contractor recognize that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the time, plus any extensions thereof, allowed in accordance with the Contract. They also recognize the inconvenience, expense, and difficulties involved in a legal proceeding to prove the actual loss suffered by the Owner if the Work is not completed within the time allowed in the Contract. Accordingly, the Owner and the Contractor agree that as liquidated damages for delay, and not as a penalty, the Contractor shall pay the Owner (\$ _____) per day for each working day beyond the Substantial Completion Date that the Contractor achieves substantial completion of the Work and (\$ _____) for each working day beyond the Physical Completion Date that the Contractor achieves physical completion of the Work.

ARTICLE 4. CONTRACT PRICE.

The Owner shall pay the Contractor the amount(s) set forth in the Proposal (in United States dollars) for completion of the Work in accordance with the Contract.

ARTICLE 5. CONTRACT.

The Contract, which comprises the entire agreement between the Owner and the Contractor concerning the Work, consists of the following:

- This Agreement;
- The Call for Bids;
- The Contractor’s Proposal including the bid, bid schedule(s), information required of bidder, Proposal bond, and all required certificates and affidavits;
- The Performance Bond and the Public Works Payment Bond;
- The Contract Provisions, including 2016 WSDOT Standard Specification as referenced;
- The Plans (or drawings) consisting of _____ sheets, as listed in the index on sheet _____ of the Plans;
- Addenda numbers _____, inclusive; and
- Change Orders issued after the effective date of this Agreement.

There are no Contract Documents other than those listed in this Article 5. The Contract may be amended only in writing by Change Order as provided in the Contract.

ARTICLE 6. MISCELLANEOUS.

The Contractor specifically waives any immunity granted under the State Industrial Insurance Law, RCW Title 51, which is specifically acknowledged by the Contractor.
_____(Contractor’s initials)

The Contractor shall not assign any rights under or interests in the Contract, including but not limited to rights to payment, without the prior written consent of the Owner. Unless specifically stated in a written consent to an assignment, no assignment will release or discharge the Contractor-assignor from any duty or responsibility under the Contract.

The Contract is binding upon the Owner and the Contractor, and their respective partners, successors, assigns and legal representatives.

IN WITNESS WHEREOF, Owner and Contractor have caused this Agreement to be executed the day and year indicated below.

CITY OF DUPONT

CONTRACTOR

By _____

By _____

Date _____

Title _____

Attest _____

Name and Address for giving notices (print)



MEETING DATE: August 9, 2016 **Agenda Item # 8g.**

- Consent Agenda
- Discussion Item
- Unfinished Business
- New Business
- Other _____

TITLE:

INTERLOCAL COOPERATION AGREEMENT WITH BROWN'S POINT FIRE DEPARTMENT

Department: Fire	Discussion Date:
Originator: Staff	First Reading Date:
Assigned to: Larry Creekmore, Fire Chief	Public Hearing Date:

BUDGET IMPACT: Yes No

FUND:

Amount Budgeted		
Additional Required		

DETAILED SUMMARY STATEMENT:

If Approved, this agreement will allow DuPont Fire to utilized Browns Point Fire Department and its members on mobilizations. The agreement allows for adequate staffing made up of members from DuPont Fire and Browns Point in any combination to staff deployed apparatus with a minimum of two (2) qualified members. It also gives DuPont Fire the authority to training members from the Browns Point Fire Department to operate the apparatus.

RECOMMENDATION:

Approve the interlocal agreement

CITY OF DuPONT
WASHINGTON

Agenda Item # 8g.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF DuPONT, WASHINGTON, AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF DUPONT AND THE PIERCE COUNTY FIRE DISTRICT 13 OF BROWNS POINT/DASH POINT

WHEREAS, The City of DuPont "DuPont" and "Browns Point" Fire Department (PCFD-13) wish to cooperate and enter into this Mutual Aid Interlocal Agreement to meet staffing needs for wildland fire deployments; and

WHEREAS, extra-jurisdictional sharing of resources and capabilities is the most efficient and effective use of fire resources; and

WHEREAS, Title 39.34 of the Revised Code of Washington authorizes joint and cooperative Agreements between governmental agencies; and

WHEREAS, the City Council finds that is in the public interest to authorize the Mayor to execute the Interlocal Cooperation Agreement, attached hereto as Exhibit A; and

NOW THEREFORE, BE IT RESOLVED by the City of DuPont:

Section 1. The Mayor is hereby authorized to execute the Interlocal Cooperation Agreement with the Browns Point Fire Department (PFFD-13) in the form attached hereto as Exhibit A.

ADOPTED BY THE DUPONT CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF _____, 2016.

CITY OF DuPONT

Mike Courts, Mayor

ATTEST/AUTHENTICATED:

Tiffany Graves, Interim City Clerk

Approved as to form:

Gordon Karg, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Resolution No.:

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is entered into by and between Pierce County Fire District 13 (hereinafter known as “District 13”) and DuPont Fire Department (hereinafter “DuPont Fire”) for the purpose of improving cooperation between the agencies, thereby enhancing service to the citizens of the city of DuPont, District 13, Pierce County, and the State of Washington.

WHEREAS, the agencies share common purpose and have resources, personnel, and facilities that are available to work cooperatively for the betterment of services in both jurisdictions respective service areas; and

WHEREAS, the agencies have for some time discussed engaging in joint and cooperative efforts in addition to mutual aid; and

WHEREAS, the agencies envision an opportunity for further cooperative efforts, including but not limited to the cross-staffing of apparatus, joint training and responses, state fire mobilizations, and limited sharing of apparatus and equipment;

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION AS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. **Authority.** This Interlocal cooperative agreement is executed pursuant to the authority conferred upon the parties in RCW 39.34, the Interlocal Cooperation Act. In all respects the parties shall be deemed to be acting in their governmental capacities.
2. **Purpose.** The purpose of this agreement is to summarize the areas in which the agencies have decided to focus their cooperative efforts during the term of this agreement. Any expansion of the cooperative efforts shall require amendment or another agreement.
3. **Scope of Cooperative Efforts.** Pursuant to this agreement, the parties authorize the following cooperative efforts:
 - a. Cross-staffing of apparatus, to wit, the Fire Chiefs of the two agencies may schedule and/or assign employees and volunteers of either agency to serve and respond on apparatus owned or operated by either party to the agreement based on availability of said personnel.
 - b. Joint training of the two departments, so as to take advantage of the expertise of each others personnel and the familiarization and operation of each others apparatus and equipment.

c. Deployment of the apparatus of each agency for responses within the service area of the other agency and the State of Washington on a limited basis, so long as the sharing of apparatus remains reasonable and equitable between the two agencies.

4. Employer. This agreement is not intended to affect the employer-employee relationship of either agency with any person; the employee of each agency shall be and remain employees of such agency only. Similarly, the volunteers serving in each agency shall be and remain volunteers of such agency only.

5. Incident Command. The incident commander at any incident to which the parties jointly respond shall be the authorized Fire Department Officer for that jurisdictional authority in which the emergency scene is located. Additionally, the Fire Chiefs from both jurisdictions may elect to establish and implement a unified command utilizing the NIMS system.

6. Joint Indemnification and Hold Harmless. Each party shall defend, indemnify, and hold harmless the other party, their appointed or elected officials, employees, officers, agents, assigns, and volunteers from any and all claims, actions, injuries, damages, losses, or suits including attorneys fees, arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of the Agreement to the extent caused by the fault or negligence of the indemnitor, its appointed or elected officials, employees, officers, agents, assigns, volunteers or representatives.

7. Termination. Either party may terminate this agreement upon 30 days written notice.

8. Notices. Any notice or other written communication required under this agreement must be directed to the following:

DuPont Fire Department
Fire Chief
Larry Creekmore

Pierce County Fire District 13
Fire Chief
Cliff McCollum

9. Filing. This agreement shall be filed with each agency and the County Auditor.

10. Governing Law. The existence, validity, construction, and enforcement of this agreement shall be governed by the Laws of the State of Washington.

11. Mediation / Arbitration Clause. If a dispute arises from or relates to the Agreement or the breach thereof and if the dispute cannot be resolved through direct discussion, the parties agree to endeavor first to settle the dispute

in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before reporting to arbitration. The mediator may be selected by agreement of the parties or through JAMS.

Following mediation, or upon written agreement of the parties to waive mediation, any unresolved controversy or claims arising from or relating to this Agreement or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules and policies.

The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of the evidence.

12. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

13. Captions. The captions used herein are for convenience only and are not part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

14. Time of Essence. Time is of the essence for all terms, covenants, and conditions of this Agreement.

15. Concurrent Originals. This Agreement may be signed in counterpart originals.

16. Terms of Agreement. This Agreement shall be effective commencing on _____, 2016 and shall have an initial term of one year, but will automatically be renewed and continued unless one of the parties cancels the Agreement in writing pursuant to article 6.

...

Agenda Item # 8g.

PIERCE COUNTY FIRE DISTRICT 13

CITY OF DuPONT FIRE DEPARTMENT

Chair Commissioner Jim Zuluaga

Mayor Mike Courts

Commissioner Don Ballantyne

Attest:

Tiffany Graves, Interim City Clerk

Commissioner Dave Noll

Approved as to Form:

Gordon Karg, City Attorney

ATTEST:

ATTEST:

Fire Chief Cliff McCollum

Fire Chief Larry Creekmore



- Consent Agenda
- Discussion Item
- Unfinished Business
- New Business
- Other _____

TITLE:

Update to the Six-Year Transportation Improvement Program (TIP), for the years 2017 – 2022

Department: Public Works	Date of First Reading:
Originator: Staff	Date of Second Reading:
Assigned to: Gus Lim, Public Works Director	Date of Public Hearing:

BUDGET IMPACT: Yes No

FUND:

Amount Budgeted		N/A
Additional Required		N/A

DETAILED SUMMARY STATEMENT:

Background:

Chapter 35.77 RCW requires that each city annually review and update its Six-Year TIP. City Council must adopt the updated TIP and must file the adopted document with the State Secretary of Transportation. The purpose of the annual update and adoption is to provide a perpetual list of transportation projects expected to occur within the ensuing six-year period, in this case 2017-2022.

The TIP is also a tool for coordinating local, state, and federally-funded projects anticipated throughout the region. Projects must be on a City’s TIP to be eligible for certain grant programs. In addition, inclusion on the TIP allows the City to work with developers to complete planned development-related roadway projects.

The format of the Six Year TIP has changed to group them in categories of:

1. Funded Projects
2. Future Roads and Sidewalk Projects
3. Future Studies
4. Future Developer Executed Projects

RECOMMENDATION:

Staff recommends that the City Council adopts by resolution the 2017-2022 Six-Year Transportation Improvement Program.

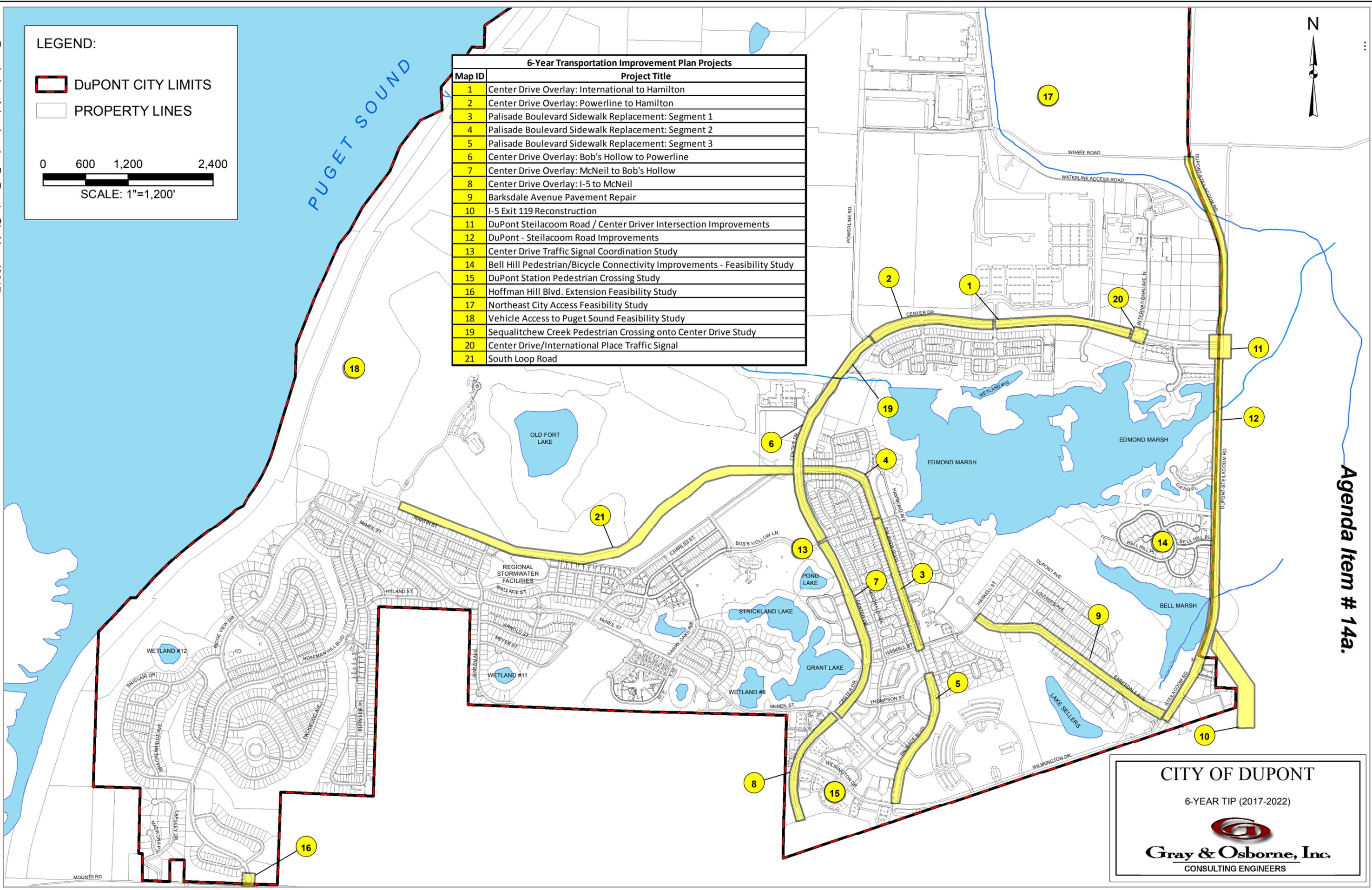
LEGEND:

- DuPONT CITY LIMITS
- PROPERTY LINES

0 600 1,200 2,400

SCALE: 1"=1,200'

6-Year Transportation Improvement Plan Projects	
Map ID	Project Title
1	Center Drive Overlay: International to Hamilton
2	Center Drive Overlay: Powerline to Hamilton
3	Palisade Boulevard Sidewalk Replacement: Segment 1
4	Palisade Boulevard Sidewalk Replacement: Segment 2
5	Palisade Boulevard Sidewalk Replacement: Segment 3
6	Center Drive Overlay: Bob's Hollow to Powerline
7	Center Drive Overlay: McNeil to Bob's Hollow
8	Center Drive Overlay: I-5 to McNeil
9	Barksdale Avenue Pavement Repair
10	I-5 Exit 119 Reconstruction
11	DuPont Steilacoom Road / Center Driver Intersection Improvements
12	DuPont - Steilacoom Road Improvements
13	Center Drive Traffic Signal Coordination Study
14	Bell Hill Pedestrian/Bicycle Connectivity Improvements - Feasibility Study
15	DuPont Station Pedestrian Crossing Study
16	Hoffman Hill Blvd. Extension Feasibility Study
17	Northeast City Access Feasibility Study
18	Vehicle Access to Puget Sound Feasibility Study
19	Sequalitchew Creek Pedestrian Crossing onto Center Drive Study
20	Center Drive/International Place Traffic Signal
21	South Loop Road



Agenda Item # 14a.

CITY OF DUPONT

6-YEAR TIP (2017-2022)

Gray & Osborne, Inc.
CONSULTING ENGINEERS

CITY OF DUPONT
WASHINGTON

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF DUPONT,
WASHINGTON, ADOPTING THE 2017-2022 SIX-YEAR
TRANSPORTATION IMPROVEMENT PROGRAM
PURSUANT TO REVISED CODE OF WASHINGTON
CHAPTER 35.77 AND FINDING THAT EACH PROJECT
CONTAINED IN THE PROGRAM IS A PUBLIC NECESSITY**

WHEREAS, Revised Code of Washington (RCW) Chapter 35.77 provides that the City’s legislative body shall annually prepare and adopt a comprehensive transportation program for the ensuing six calendar years; and

WHEREAS, the City Council finds that all the requirements and elements of a Six-Year Transportation Improvement Program pursuant to RCW 35.77.010 are incorporated into and are an integral part of the Program; and

WHEREAS, pursuant to Washington Administrative Code (WAC) 197-11-800 (15), the Program is categorically exempt from threshold determination and further environmental review, and that further environmental review will be required on each individual project identified in the Program, unless categorically exempt per WAC 197-11-800; and

WHEREAS, a public hearing, as required by state and local law, was held on August 9, 2016, for consideration of the Program; and

WHEREAS, the City Council, following its consideration of all testimony presented at the public hearing, finds that the Program is necessary and required, and should be adopted

NOW THEREFORE BE IT RESOLVED by the City Council of the City of DuPont, Washington:

Section 1. The DuPont City Council hereby adopts the 2017-2022 Six-Year Transportation Improvement Program, which is attached hereto as Exhibit A and incorporated by reference.

Section 2. The DuPont City Council finds that the capital improvement projects set forth in Exhibit A are a public necessity.

Section 3. A copy of the adopted 2017-2022 Six-Year Transportation Improvement Program, together with a copy of this resolution, shall be filed with the State Secretary of Transportation within thirty days of its adoption.

...

Agenda Item # 14a.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THIS _____ DAY OF _____, 2016.

CITY OF DUPONT

Mike Courts, Mayor

ATTEST/AUTHENTICATED

Tiffany Graves, Interim City Clerk

APPROVED AS TO FORM

Gordon P. Karg, City Attorney

Attachment: Exhibit A

Resolution No:

Filed with the City Clerk:

Passed by the City Council:

EXHIBIT A: CITY OF DUPONT 2017-2022 SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM

Resolution 2022-1 Transportation Improvement Program (G...)

Map ID Number	Project Name Street Name from: Beginning Terminus to: End Terminus Project Description	Improvement Type	Total Length	Utility Codes	Project Phase	Funding Status	Project Costs						Environmental Type	Right-of-Way Req'd?	
							Phase Start	Funding Sources				Local Funds			Total Funds
								Federal Funds		State Funds					
								Federal Fund Code	Cost by Phase	State Fund Code	Cost by Phase				
Funded Projects															
1	Center Drive Overlay Center Drive from: International Place to: Hamilton Avenue Design and construct asphalt overlay for pavement preservation	05	0.38		PE CN	S	2016 2017			TIB TIB	\$ 57,120 \$ 437,920	\$ 10,080 \$ 77,280	\$ 67,200 \$ 515,200	CE	N
3	Center Drive Overlay Center Drive from: Powerline Road to: Hamilton Avenue Design and construct asphalt overlay for pavement preservation	05	0.36		PE CN	P	2018 2019			PSRC / PCRC PSRC / PCRC	\$ 69,070 \$ 529,539	\$ 12,189 \$ 93,448	\$ 81,259 \$ 622,987	CE	N
Future Roads and Sidewalks Projects															
N/A	3 Palisade Boulevard Sidewalk Replacement: Segment 1 Palisade Boulevard from: Haskell Street to: Bob's Hollow Lane Replace sidewalks on both sides of road.	18 05			PE CN	P	2017			TIB TIB	\$ 42,264 \$ 281,760	\$ 10,566 \$ 70,440	\$ 52,830 \$ 352,200	CE	N
N/A	4 Palisade Boulevard Sidewalk Replacement: Segment 2 Palisade Boulevard from: Bob's Hollow Lane to: Center Drive Replace sidewalks on both sides of road.	18 05			PE CN	P	2018			TIB TIB	\$ 45,840 \$ 305,600	\$ 11,460 \$ 76,400	\$ 57,300 \$ 382,000	CE	N
N/A	5 Palisade Boulevard Sidewalk Replacement: Segment 3 Palisade Boulevard from: Huggins Street to: Wilmington Drive Replace sidewalks on both sides of road.	18 05			PE CN	P	2019			TIB TIB	\$ 89,676 \$ 597,840	\$ 22,419 \$ 149,460	\$ 112,095 \$ 747,300	CE	N

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EXHIBIT A: CITY OF DUPONT 2017-2022 SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM

Resolution 2022-1 Transportation Improvement Program (G...)

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Map ID Number	Project Name Street Name from: Beginning Terminus to: End Terminus Project Description	Improvement Type	Total Length	Utility Codes	Project Phase	Funding Status	Phase Start	Project Costs						Environmental Type	Right-of-Way Req'd?
								Funding Sources							
								Federal Funds		State Funds		Local Funds	Total Funds		
								Federal Fund Code	Cost by Phase	State Fund Code	Cost by Phase				
6	Center Drive Overlay Center Drive from: Bob's Hollow Lane to: Powerline Road Design and construct asphalt overlay for pavement preservation	05	0.60		PE CN	P	2020 2021			TIB TIB	\$ 115,117 \$ 882,565	\$ 20,315 \$ 155,747	\$ 135,432 \$ 1,038,312	CE	N
7	Center Drive Overlay Center Drive from: McNeil Street to: Bob's Hollow Lane Design and construct asphalt overlay for pavement preservation	05	0.52		PE CN	P	2018 2019			TIB TIB	\$ 96,968 \$ 743,419	\$ 17,112 \$ 131,192	\$ 114,080 \$ 874,611	CE	N
8	Center Drive Overlay Center Drive from: I-5 to: McNeil Street Design and construct asphalt overlay for pavement preservation	05	0.35		PE CN	P	2018 2019			TIB TIB	\$ 65,267 \$ 500,379	\$ 11,518 \$ 88,302	\$ 76,785 \$ 588,681	CE	N
9	Barksdale Avenue Pavement Repair Barksdale Avenue from: DuPont-Steilacoom Road to: Repauno Avenue Install HMA prelevel, asphalt reinforcement grid, and 2" HMA overlay	05	0.27	S W	PE CN	P	2017 2018			TIB TIB	\$ 28,942 \$ 221,892	\$ 5,108 \$ 39,158	\$ 34,050 \$ 261,050	CE	N
10	I-5 Exit 119 Reconstruction Construct new interchange to add capacity	01	N/A	P S C W	PE RW CN	P	2018			WSDOT WSDOT WSDOT			\$ - \$ - \$ -	EIS	Y

Agenda Item # 14a

EXHIBIT A: CITY OF DUPONT 2017-2022 SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM

Resolution 2022-1 Transportation Improvement Program (G...)

Map ID Number	Project Name Street Name from: Beginning Terminus to: End Terminus Project Description	Improvement Type	Total Length	Utility Codes	Project Phase	Funding Status	Phase Start	Project Costs						Environmental Type	Right-of-Way Req'd?
								Funding Sources							
								Federal Funds		State Funds		Local Funds	Total Funds		
								Federal Fund Code	Cost by Phase	State Fund Code	Cost by Phase				
11	DuPont Steilacoom Road/Center Drive Intersection Improvements DuPont-Steilacoom Road from: Center Drive to: 750' South of Center Drive Install two northbound left-turn lanes and signal modifications	03	0.15	P	PE CN	P	2018				\$ 123,750 \$ 701,250		\$ 123,750 \$ 701,250	EA	Y
12	DuPont-Steilacoom Road Improvements DuPont-Steilacoom Road from: Wharf Road to: I-5 Exit 119		1.55		PL PE CN	P P P	2019 2020 2020			PSRC / PCRC PSRC / PCRC PSRC / PCRC	\$ 382,500 \$ 382,500 \$ 2,550,000	\$ 67,500 \$ 67,500 \$ 450,000	\$ 450,000 \$ 450,000 \$ 3,000,000	EIS	Y
Studies															
3	13 Center Drive Traffic Signal Coordination Study Center Drive from: I-5 Exit 118 to: DuPont-Steilacoom Road Drive	18	2.56		PL	P	2017					\$ 25,000	\$ 25,000	CE	N
N/A	14 Study: Bell Hill Ped/Bike Connectivity Feasibility areas of the City	18	N/A		PL	P	2017					\$ 30,000	\$ 30,000	CE	N
N/A	15 Study: DuPont Station Pedestrian Crossing Wilmington Drive from: Center Drive to: Palisade Blvd.	18	N/A		PL	P	2017					\$ 10,000	\$ 10,000	CE	N
5	16 Study: Hoffman Hill Boulevard Extension Feasibility Hoffman Hill Boulevard from: Existing Terminus to: Mounts Road Evaluate feasibility of extending Hoffman Hill Blvd to Mounts Road	18	0.36		PL	P	2018					\$ 40,000	\$ 40,000	CE	N

Agenda Item # 14a.

EXHIBIT A: CITY OF DUPONT 2017-2022 SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM

Resolution 2022-1 Transportation Improvement Program (G...)

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								Funding Sources							
								Federal Funds		State Funds		Local Funds	Total Funds		
								Federal Fund Code	Cost by Phase	State Fund Code	Cost by Phase				
N/A	17 Study: Northeast City Access Feasibility	18	N/A		PL	P	2019					\$ 30,000	\$ 30,000	CE	N
N/A	18 Study: Vehicle Access to Puget Sound Feasibility	18	N/A		PL	P	2021					\$ 20,000	\$ 20,000	CE	N
N/A	19 Study: Sequelichew Creek Pedestrian Crossing onto Center Drive Center Drive from: Upstream end by culvert to: Downstream end by City Hall	18	N/A		PL	P	2022					\$ 15,000	\$ 15,000	CE	N
Developer Executed															
3	20 Center Drive/International Place Traffic Signal Center Drive from: 300' E of International Place to: 300' W of International Place Install mast arm signal pole and left turn lanes	03 21	0	P	PE CN	P	2019 2020					\$ 55,710 \$ 315,690	\$ 55,710 \$ 315,690	CE	N
	21 South Loop Road from: Center Drive to: Hoffman Hill Blvd. Design and construct new roadway	01	1.15		PE CN	P	2020 2021					\$ 38,654 \$ 2,918,352	\$ 38,654 \$ 2,918,352	CE	N

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Functional Class	Improvement Type	Utility Codes	Project Phases	Funding Status	Environmental Type
1 = Interstate 2 = Other Freeways/Expressways 3 = Other Principal Arterial 4 = Minor Arterial 5 = Major Collector 6 = Minor Collector 7 = Local Access	01 = New Construction, Roadway 03 = Reconstruction, Added Capacity 04 = Reconstruction, No Added Capacity 05 = 4R Maintenance, Resurfacing 18 = Planning 21 = Safety	C = Cable G = Gas P = Power S = Sewer ST = Storm W = Water	PL = Planning PE = Preliminary Engine RW = Right-of-Way CN = Construction	P = Pending S = Secured	CE = Categorical Exclusion EA = Environmental Assessment EIS = Environmental Impact Statement

