

AGENDA

Page

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Approval of the Agenda

5. Public Comments

6. Approval of the Consent Agenda Items

- a. Regular Council Meeting Minutes - November 8, 2016;
- b. Claims Vouchers List and Payroll - November 22, 2016 (P. Barry);
- c. Resolution No. 16-498 renewing the Association of Washington Cities (AWC) Risk Management Service Agency (RMSA) interlocal agreement (T. Danek);
- d. Approving the renewal of the Tacoma Humane Society Contract for 2017 (B. Sheehan).

7. Discussion Items

8. Mayor's Report

9. City Administrator's Report

10. Council Reports

11. Department Reports

- a. Updates for Building, Community Development, Public Works, Parks/Recreation and Tourism, Finance, Police, Fire, and City Clerk Departments.

12. Unfinished Business

- a. Ordinance amending DuPont Municipal Code Title 25 relative to Mixed Use District to permit indoor storage and concurrent rezone - Second Reading (J. Wilson);
- b. Ordinance approving the 2017 Budget - Second Reading (P. Barry);
- c. Ordinance repealing Chapter 10.04 of the DuPont Municipal Code (DMC); and adopting a new DMC Chapter 9.20 relating to Special Event Permits - Second Reading (G. Karg).

13. New Business

- a. Approving a contract for fire investigative services from the Pierce County Fire Marshals Office (L. Creekmore);
- b. Ordinance approving the 4th Quarter 2016 Budget Amendment - First Reading (P. Barry).

14. Public Comments

15. Council Comments

16. Adjournment

Regular Council Meeting - December 13, 2016 @ 7:00 pm



**City of DuPont
1700 Civic Drive
DuPont, Washington 98327**

**Regular City Council Meeting Minutes
Tuesday, November 8, 2016**

Call to Order: Mayor Courts called the Regular City Council meeting to order at 6:01 pm.

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

Present: City Administrator Danek, City Attorney Karg, Finance Director Barry, Police Chief Sheehan, Fire Chief Creekmore, Public Works Director Lim, Planning Director Wilson, Events and Recreation Coordinator Walker, City Clerk Muir 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, as presented (Gasak/Westman) 6/0 motion carried.

Public Hearings:

Mayor Courts provided the process for the two public hearings.

Proposed 2017 Budget.

Finance Director Barry presented the Vision and Mission of the City of DuPont; the total 2017 Proposed Budget of \$15,541,702 (additional \$3,000 computer management maintenance system for Public Works Street Fund expenditure item); Budget Overview; 2017 Proposed Operating Expenditures and General Fund Revenues (Percentage/By Type such as 21.7% from Property Tax levy, taxes, other)) and Projections; General Fund Expenditure Projections with public safety as priority (49%); and Ending Fund Balance Projections.

Mayor Courts opened the public hearing at 6:07 pm.

* * * * *

...

Agenda Item # 6a.

Speaking before the Council were:

Steve Schenk, 1473 Kittson Street, thanked Mayor Courts and the Council for the current financial stability of the City and putting emphasis on public safety and improving the City's lifesaving capability; and that City has a sound budget. He spoke about how a few of his family members accidental falls due to the condition of the City's sidewalks and residents having to use the streets instead. He then noted the Council's goal for this year is to address the replacement of sidewalks throughout the City in the next few years; and emphasized resolving this as a public safety concern. He asked the Council to increase funding street maintenance. He would agree with tax increase to support other projects and supportive of the feasibility study only after the City has fixed the infrastructure.

David Bungert, 2702 McArthur Street, spoke against a feasibility study for the community center; and addressed the truck staging area issue. He suggested using the "Shaw house" as a small community center, to support Chief Leschi Park events for restroom use, and possibly "house" a private ambulance. With the increase in Real Estate Excise Tax (REET) the City would pay, he suggested the cancellation of the original Pierce County Lodging Tax Advisory Committee funding for the restroom and kiosk at Lafrati Park, and use said REET monies to upgrade the existing community center. He commented on Fire Department staffing requirements (volunteer vs. hiring another firefighter); importance of a ladder truck replacement, and hiring a private ambulance service on post for both Advanced and Basic Life Supports calls using the EMS levy.

* * * * *

With there being no further testimony, Mayor Courts closed the public hearing at 6:19 pm.

Amendment to DuPont Municipal Code Title 25 to create a new Mixed Use District 2 zone district – indoor storage and concurrent rezone (File No. TEXT-16-01) and other related text amendments

Mayor Courts provided the process for the public hearing. He then opened the public hearing at 6:20 pm.

Planning Director Wilson highlighted what the proposed text amendment to the DuPont Municipal Code (DMC) comprised of, mainly to allow indoor storage above a first floor structure with the creation of DMC 25.36 Mixed Use zone classification. He spoke of its benefits; the proposed rezone area location on McNeil Street and Center Drive; the flexibility of design to fit look and fit the community; and the development agreement Council approval requirements.

Speaking before the Council were:

David Bungert, 2702 McArthur Street, asked the Council not to allow the proposed DMC amendments, and related rezone and development agreement. He commented other location that could allow for an indoor storage. He spoke of the other opportunities and benefits to the City for a combination gas station/retail business would generate more revenue and also noted City sewer requirements as it relates to an industrial kitchen.

Agenda Item # 6a.

Casey Muilenberg, DuPont resident, spoke about his discussion with Councilmembers, Mr. Drew Bowlds and the Planning Commission that helped changed his mind and is now in support of the proposed Mixed Use zoning. He added how an indoor storage would give business owners a place to store dry goods, and would benefit apartment community that has limited storage.

Beth Elliott 1485 Kittson Street, spoke, not as a Planning Commissioner, in support of the presented Mixed Used District amendment for an indoor storage/hardware/retail. She spoke of past years' efforts to market DuPont for a grocery store, expensive property, and how sewer does not support a commercial kitchen. She spoke of her conversations with residents that a hardware store would be well utilized, and that traffic to such business would be minimal in comparison to a gas station.

Phil Ambrose, 1849 McDonald Avenue, thanked the City for the notice that went out with the utility bill regarding this matter. He pointed out certain misinformation relative to text amendment discussion of rezoning for the use of indoor storage with the possibility of a hardware store. He spoke of existing vacant first floor retail stores that have not been fully utilized and rezoning a Mixed Use area and no certainty to fill such with a hardware store or other retail. He needed more explanation of the sewer capacity issue and development agreement. He asked the Council to keep in mind impacts of other ballot issues (e.g. Sound Transit 3) and its overall impact to DuPont.

Christina Rucker, Urban Self Storage (serving DuPont), Puyallup, WA, refuted rumors that the existing storage business in DuPont is in full storage capacity or there would be price hikes since 2010. She stated its average rate of storage capacity (86%) and that their pricing is not comparable to Bellevue's pricing. She indicated that it serves 43% of DuPont residents, and the rest are from Joint Base Lewis McChord (JBLM) and Steilacoom and how it meets storage demands of the citizens.

Drew Bowlds, Sammamish, WA, thanked the City for discussing this matter, then responded to some of the objections raised on this proposal: (a) hazardous materials are not allowed as part of the lease; (b) cooperation with local police department and allow use of facility for the training of K9 to detect any prohibited materials in the unit and cause to terminate lease; (c) high end security measures and control access including a digital video system.

Dawn Hepburn, 1263 Hudson Street, spoke about her support to allow the proposed indoor storage. She commented about her own experience about the need for retail in DuPont instead of travelling to Lacey or Lakewood; the value of the existing pharmacy and General Store as a wonderful retail resource, as it would contribute to the quality of life to DuPont and time saver. She stated that concerns of an indoor storage are unfounded.

Guy Claudy. 3070 O'Brien Street, spoke about living in DuPont with a small town-urban living feel. He asked, if said proposed rezoning is not considered spot zoning, that all other multiple use lots also allow for indoor storage and expressed concern that DuPont might be known for indoor storage capital of Washington. He spoke about his concerns regarding losing DuPont's small town charm if a big box store, such as an Ace Hardware

Agenda Item # 6a.

store, is allowed; as well as an increase in traffic due to delivery and moving. He spoke of possible legal challenges that may arise. He asked to vote no to this proposal.

Renee Buck 301 Brandywine Avenue, spoke about the review process the Planning Commission went through to consider this proposal; its benefits and that she is in favor of the recommendation. She added that an indoor storage has other amenities separate from what a mini storage has to offer.

Stace Heston, Market Development Manager, Ace Hardware Corporation, spoke about his extensive experience with store development/hardware retailing at several States. He spoke about how he identifies open market for a viable location like DuPont that can support a conveniently located store and identify new operator and investor, while offering a niche of self-storage to enhance each other, and support the need of any resident.

Kyle McCreary, 1234 Bell Hill, spoke about his own experience about not having durable goods for citizens to purchase downtown; and how much he spends at Lowes and Home Depot, which other residents share the same experience of spending millions outside DuPont. He spoke of impacts of the recession and DuPont's vacant retail properties as an opportunity for economic development and work with businesses; and that Council's decision would have a generational effect. He urged the Council to support this proposal.

Kevin Ballard, 1746 Cadborough Lane and local business owner, spoke in support of this zoning change proposal; and the many benefits it would bring, such as from its Business & Occupational Tax and sales tax; and how an Ace Hardware store and garden center would generate income stream to avoid citizens paying levies to support the community needs. He researched and found that in 2013, one out of every ten residents utilizes private storage with high percentage occupancy; He emphasized that zoning change needs to happen as a first step.

Sandra Hayes, 1525 Bittner Court, Executive Director of Patriots Landing, spoke about aging residents downsizing need for storage, and the benefit of an indoor storage area. She personally would appreciate an Ace Hardware store in the City to meet hers and JBLM personnel that move to DuPont.

Patrick Lewis, DuPont resident and business owner, spoke about the need for an Ace Hardware after talking to people which changed his opinion about said proposal, and that a gas station is not a good idea. He spoke about the amount of money he spent at Home Depot in a year. As a business owner, he believes it would be good to have a small business unit.

Stephanie Bowlds, Retail Real Estate Specialist, explained a traditional retailer would be successful when incorporated with a larger project that is ready and able such as Ace Hardware at less than 10,000 square foot and which is not considered a big box store.

With there being no further testimony, Mayor Courts closed the public hearing at 7:04 pm.

Public Comments:

David Bungert, 2702 McArthur Street, read Section 2 of the proposed Ordinance as it relates the Comprehensive Plan; and discussion at the last workshop relative to “SPEA” questions that need to be addressed. He expressed concerns about spot zoning; and lack of parking space at that site. He spoke of Council’s tourism vision with walkable desirable sidewalks and to allow big box stores at a different location. He asked the Council to serve DuPont citizens, and not to move the Mixed Use rezoning Ordinance to the Second Reading.

Dean Anderson, Lakewood, WA, commented that the rezoning process to provide for indoor storage is appealing.

Approval of Consent Agenda Items:

- Regular Council Meeting Minutes – October 25, 2016;
- Council Workshop Meeting Minutes – October 18, 2016 and October 25, 2016;
- Claim Vouchers and Payroll List – November 8, 2016.

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

Unfinished Business:

Ordinance regarding the 2017 Regular Property Tax Levy – Second Reading

A motion was made and seconded to approve the Ordinance establishing the amount in 2017 by taxation on assessed valuation of the property of the City; and setting the regular property tax levy rate for the year 2017, as presented (Westman/Coffey); 6/0 motion carried.

Ordinance regarding the 2017 Emergency Medical Services (EMS) Property Tax Levy – Second Reading

A motion was made and seconded to approve the Ordinance establishing the amount in 2017 by taxation on assessed valuation of the property of the City; and setting the Emergency Medical Services (EMS) tax levy rate for the year 2017, as presented (Coffey/Corp); 6/0 motion carried.

New Business:

Ordinance regarding the 2017 Final Budget – First Reading

Finance Director Barry presented the 2017 proposed budget as earlier presented and explained a \$75,000 reduction of property tax – distributed in various General Fund line items; an \$8,500 reimbursement of police department overtime; and a \$3,000 Computer Maintenance Management System in the Street Fund. She is seeking Council’s direction on funds received from Glacier Northwest Settlement Agreement as well as the funding of the trailhead signage project and Center Drive median tree projects.

Councilmember Gasak asked that the community center feasibility study and related costs be discussed at next week’s workshop.

Agenda Item # 6a.

Councilmember Coffey look forward to a free flowing open forum discussion of the budget and recommended adjustments at next week's workshop.

Ordinance creating DuPont Municipal Code (DMC) Chapter 25.36 relative to Mixed Use District to permit indoor storage and concurrent rezone; and amending DMC Section 25.10 – Definitions, and other related text amendments – First Reading

Planning Director Wilson referred to the earlier Public Hearing presentation and explained that the draft Ordinance is to provide a rezone of a Mixed Use designation and additional use of indoor storage.

Councilmember Corp asked City staff, prior to the Ordinance being considered for a Second Reading, that the Council is provided with information regarding other parcels that could be considered as part of the "Mixed Use" to address concerns of public comments on spot zoning. He then spoke of his own experience being on the waiting list at the existing City storage business for a specific size storage unit. He then asked for staff to provide comment regarding the proposed Ordinance is consistent with the Comprehensive Plan.

Councilmember Helder echoed Councilmember Corp's comments regarding alternative parcels for rezoning. He then acknowledged residents' comments about the certainty of a future Ace Hardware. Mayor Courts then requested Mr. Drew Bowlds who indicated that it is 100% commitment to Ace Hardware. Mr. Heston spoke about market *pro forma* work and business plan and the niche needed such as multi-story function together with Mr. Bowlds' commitment based on the need, such as garden center.

Councilmember Coffey indicated that, in order to provide more assurance to residents of Ace Hardware's commitment, she would like to see a letter of intent from them. Mr. Heston then explained that an affiliation process still needs to occur to meet basic requirements. She thanked Mr. Bowlds detailed letter he provided and asked how its proposal for a combination 3-story facility would fit the community, certainty of an Ace Hardware, and a guaranteed 80% retail on the main floor. Mr. Bowlds responded by explaining the design and administrative review; the thorough research to locate Ace Hardware as a viable business that would work on a Mixed Use zoning with guidance from the Planning Commission; and both parties' conservative business plan/sales projection. He indicated that if no operator is found, he indicated his full commitment to open the hardware store as part of the developer's agreement. He added that 80% retail would not be attained due to traffic and parking impacts to the day care, and would require a developer's agreement to reduce that percentage.

Councilmember Gasak appreciated the feedback and that all of them would be considered. She added that DuPont will flourish with a hardware store.

Deputy Mayor Westman expressed similar comments that Councilmember Coffey expressed about the need for a letter of intent from Ace Hardware if the Mixed Use zoning is approved, acknowledging past failed developments. He spoke about the importance of a retail income stream to provide for DuPont's citizens.

Agenda Item # 6a.

Council Comment:

Councilmember Gasak announced a Holiday Bazaar on November 19th with a bake sale to support the dog off-leash area.

Mayor Courts responded to an earlier comment regarding the sidewalk and street trees indicating that the Public Works Department is looking for another funding stream and other ways to approach the costly process of repairing the sidewalks which would take several years to accomplish.

Adjournment:

Mayor Courts adjourned the meeting at 7:41 pm.

The next City Council workshop will be held on November 15, 2016, at 6:00 p.m. Please note that the minutes from the Council Meetings are not verbatim. A recording of the meeting may be purchased in the DuPont City Clerk's Office.

City of DuPont:

Mike Courts, Mayor

Attest:

Karri Muir, CMC, City Clerk

Payroll

Pay Type Register

User: pbarry
 Printed: 11/15/2016 - 4:05PM
 Check Date Range: All
 Period Date Range: 10/16/2016 to 10/31/2016
 Batch Info: All
 Pay Types: AD, AOC, BC, BF, BV, C, CA, CC, CF, CM, CR, CU, CV, DR, DT, EI, FA, FC, FF, FH, FL, FM, FO, FP, FS, 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, SV, TF, U,

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

Agenda Item # 6b.



Department	Pay Type	Description	Hours	Amount
A1				
	FH	Floating Holiday	24.00	859.44
	LG	Longevity Pay	0.00	76.72
	OO	Opt Out of Medical Ins	0.00	402.38
	R	Regular	448.00	17,240.48
	V	Vacation	24.00	697.44
		Department Total	496.00	19,276.46
BLDG1				
	LG	Longevity Pay	0.00	158.10
	R	Regular	164.00	5,998.20
	S	Sick	3.50	147.04
	V	Vacation	8.50	357.09
		Department Total	176.00	6,660.43
C1				
	R	Regular	58.00	3,925.00
		Department Total	58.00	3,925.00
F1				
	BC	BANK COMP TIME	9.00	0.00
	C	Comp Time Used	9.50	180.22
	FH	Floating Holiday	8.00	206.72
	R	Regular	422.50	12,246.35
		Department Total	449.00	12,633.29
F2				
	AOC	Acting Out of Class	0.00	162.15
	EI	Education Incentive	0.00	387.76
	FS	Firefighter EMT Special	0.00	702.94
	FS2	Firefighter 2 Specialty P	0.00	478.72
	KD	Kelly Day	96.00	0.00
	LG	Longevity Pay	0.00	753.61
	OC	On Call / Out of Class	0.00	150.00
	OCB	OT for Call Back	48.00	1,879.44
	OO	Opt Out of Medical Ins	0.00	201.49
	OSC	OT for Shift Coverage	29.00	1,046.43
	R	Regular	1,442.70	32,370.15

RT	Retro Pay	97.00	404.49
S	Sick	78.00	2,994.06
V	Vacation	144.00	4,216.32
VC	Vacation Cash Out - aut	13.08	344.24

Department Total 1,947.78 46,091.80

P1

AOC	Acting Out of Class	0.00	204.59
CC	Comp Cash Out	36.00	1,333.44
CM	Community Resource O	0.00	75.24
CR	Crime Response Unit 2%	0.00	160.17
CV	Commercial Vehicle 2%	0.00	67.41
DT	Detective 5%	0.00	214.76
FA	Firearms Instructor 2%	0.00	235.71
FH	Floating Holiday	45.75	1,465.22
FT	Field Training Officer 3'	0.00	704.02
LG	Longevity Pay	0.00	710.11
MC	Metro Collision Team 1'	0.00	33.71
MD	Management Discretion	91.00	2,695.42
OC	On Call / Out of Class	0.00	150.00
OSC	OT for Shift Coverage	58.00	2,750.64
OSE	OT for City Special Eve	2.75	118.28
OT	Overtime	93.75	4,475.94
R	Regular	936.00	30,980.52
S	Sick	102.00	3,751.63
V	Vacation	2.25	70.54
VC	Vacation Cash Out - aut	9.28	333.77
WC	WACOP LTD	0.00	1,067.99

Department Total 1,376.78 51,599.11

PL1

FH	Floating Holiday	24.00	1,091.76
R	Regular	208.45	6,097.60
S	Sick	2.40	63.14
U	Unpaid Hours	2.75	0.00
V	Vacation	10.40	427.06

Department Total 248.00 7,679.56

PW1

BC	BANK COMP TIME	10.25	0.00
C	Comp Time Used	3.00	93.51
FH	Floating Holiday	8.00	249.36
LG	Longevity Pay	0.00	683.23
OC	On Call / Out of Class	0.00	600.00
OCB	OT for Call Back	6.00	265.17
OO	Opt Out of Medical Ins	0.00	402.38
OOC	OT for PW On-Call	3.00	121.59
OT	Overtime	14.50	533.60
R	Regular	1,255.00	34,159.50
S	Sick	25.00	506.82
V	Vacation	45.00	1,156.11
VO	Vacation Cash Out - Ma	5.00	122.65

...

Department

Pay Type

Description

Agenda Item # 6b.

Hours

Amount

Department Total

1,374.75

38,893.92

Report Total

6,126.31

186,759.57

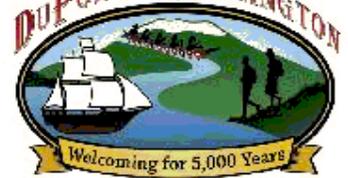
Payroll

Deduction Register - Totals Only

User: pbarry
 Printed: 11/15/2016 - 4:05 PM
 Check Date Range: All
 Period End Range: 10/16/2016 to 10/31/2016
 Batch Info: All
 Deductions: AWCER%, D2r, D2rCor, D2rTx, DCPE, DCPGRO, DORL2R, DORP1R, DORP2R, DORP3R, EAP, ESD1, ESDcor, FICAR, FICARC, IAFER1, IAFER2, IAFFER, IAFFRC, ICMA-R, ICMAR1, ICMARG, L&I-ER, L&IR-C, L1, LEOFFR, LIR, LIX, M3, M4, M5, M5-C, MEDICR, MEDIR, MEDIRC, PERSER, T1, UNEMP, V1, V1-C, WACOP, WDEN, ZZADJRTotals Only

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

Agenda Item # 6b.



	<u>Amount</u>
AWCER%: AWC Employer Premium 50%	199.96
D2r: AWC-Dental Plan E (Employer)	189.18
DCPE: DCP- Employer Match% Salary	48.32
DCPGRO: DCP Employer % of Salary	48.10
DORL2R: LEOFF 2 - EMPLOYER	4,671.38
DORP1R: PERS 1 - EMPLOYER	301.33
DORP2R: PERS 2 - EMPLOYER	8,308.63
DORP3R: PERS 3D - EMPLOYER	1,199.57
ESD1: UNEMPLOYMENT	347.22
FICAR: FICA Employer Portion	8,952.87
IAFER1: IAFF- Nationwide 457- 1% Match	290.58
IAFER2: IAFF-Nationwide 457-Flat Match	25.00
IAFFER: IAFF Nationwide 457 - ER	2,114.99
ICMAR1: ICMA Employer 1% matching	700.78
ICMARG: ICMA Employer 2% of Gross	56.46
ICMA-R: ICMA--EMPLOYER %	2,107.38
L&I-ER: L&I - Employer	4,981.20
L1: AWC - LIFE	12.00
M4: Group Health \$10 CoPay	1,767.07
MEDIR: Medicare Employer Portion	2,707.18
T1: AWC - LTD	30.41
V1: AWC - Vision	49.56
WACOP: WA COP LTD - Benefit	1,067.99
<hr/> <hr/>	
Report Total:	40,177.16
<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 33510 through 33629 are approved for payment in the amount of \$826,210.52 this 22nd day of November 2016.

Mayor

Councilmember

...

Accounts Payable

Checks by Date - Detail by Check Number

User: pbarry
 Printed: 11/15/2016 4:10 PM

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

Agenda Item # 6b.



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
33510	ARAMARK 1988868660	Aramark Uniform Services Uniform Cleaning	11/04/2016	7.32
	1988868660	Uniform Cleaning		7.32
	1988868660	Uniform Cleaning		7.32
	1988868660	Uniform Cleaning		7.32
	1988868660	Uniform Cleaning		7.32
Total for Check Number 33510:				36.60
33511	COSTCO 011196	Capital One Commercial Community Policing Event - Bottled Water	11/04/2016	7.49
Total for Check Number 33511:				7.49
33512	qwest	CenturyLink	11/04/2016	
	2539640153 648B	2539640153 648B Hoffman Hill Well		75.44
	2539640310 809B	2539640310 809B PW Crew Office	2539640310 809B	121.15
	2539640310 809B	2539640310 809B PW Crew Office	2539640310 809B	48.46
	2539640310 809B	2539640310 809B PW Crew Office	2539640310 809B	36.34
	2539640310 809B	2539640310 809B PW Crew Office	2539640310 809B	36.35
	2539642399 061B	2539642399 061B Museum		80.08
	2539642855 259B	2539642855 259B Bell Hill Well		189.09
	2539644272 664B	2539644272 664B 303 Barksdale		121.15
	2539646822 149B	2539646822 149B City Hall		163.87
	2539646885 292B	2539646885 292B 1780 Civic Dr	2539646885 292B	126.75
	2539646885 292B	2539646885 292B 1780 Civic Dr	2539646885 292B	91.78
	2539648225 701B	2539648225 701B PW Shop	2539648225 701B	31.67
	2539648225 701B	2539648225 701B PW Shop	2539648225 701B	9.50
	2539648225 701B	2539648225 701B PW Shop	2539648225 701B	12.67
	2539648225 701B	2539648225 701B PW Shop	2539648225 701B	9.50
Total for Check Number 33512:				1,153.80
33513	CLINK	CenturyLink Business Services	11/04/2016	
	1390162036	1798 Bell Hill Long Distance	253-964-1798	8.46
	1390162036	PW Shop Long Distance	253-964-4931/964-6808	8.48
	1390162036	PW Shop Long Distance	253-964-4931/964-6808	2.54
	1390162036	PW Shop Long Distance	253-964-4931/964-6808	2.54
	1390162036	PW Shop Long Distance	253-964-4931/964-6808	3.40
	1390899797	253-912-5102 Long distance	253-912-5102	1.60
	1390899797	253-912-5102 Long distance	253-912-5102	5.34
	1390899797	253-912-5102 Long distance	253-912-5102	2.14
	1390899797	253-912-5102 Long distance	253-912-5102	1.60
	1390899798	253-964-0153 Long Distance	253-964-0153	7.99
	1390899799	253-964-0310 Long Distance	253-964-0310	2.39
	1390899799	253-964-0310 Long Distance	253-964-0310	7.97
	1390899799	253-964-0310 Long Distance	253-964-0310	2.39
	1390899799	253-964-0310 Long Distance	253-964-0310	3.19
	1390899800	253-964-2399 Long Distance	253-964-2399	8.64
	1390899801	253-964-2855 Long distance	253-964-2855	7.99

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	1390899802	253-964-4272 Long distance	253-964-4272	7.99
	1390899803	253-964-8225 Long Distance	253-964-8225	3.99
	1390899803	253-964-8225 Long Distance	253-964-8225	1.20
	1390899803	253-964-8225 Long Distance	253-964-8225	1.60
	1390899803	253-964-8225 Long Distance	253-964-8225	1.20
			Total for Check Number 33513:	92.64
33514	DANEKT REIMB 11/2016	Thomas E Danek Pumpkin People Display Reimbursement - T.Dar	11/04/2016	190.51
			Total for Check Number 33514:	190.51
33515	DEERECO 115517567 115517567 115517567	Deere & Company John Deere 1.82m Straight Blade Attachment 2003 John Deere 6x4 Trade In John Deere HPX Gator Ga-s Green & Yellow (M	11/04/2016	2,296.54 -2,200.00 14,053.65
			Total for Check Number 33515:	14,150.19
33516	HISTSOC REIMB 11/2016	DuPont Historical Society Historic Society's Share of 2015 Holiday Bazaar	11/04/2016	970.91
			Total for Check Number 33516:	970.91
33517	ELIEFFC REIMB 11/2016	Cindy Elieff Reimbursement for Comm Con Mtg. Food - C.E	11/04/2016	94.92
			Total for Check Number 33517:	94.92
33518	EHC 859048	Emerald Hills Coffees Coffee Service Supplies - PD	11/04/2016 Cust #28020	44.58
			Total for Check Number 33518:	44.58
33519	ETTINGER Oct / 2016	Pearle C Ettinger, Jr. Karate instruction	11/04/2016	1,600.00
			Total for Check Number 33519:	1,600.00
33520	EXPRESS 18022858-7 18022858-7 18022858-7 18022858-7 18022858-7	Express Services, Inc. Grounds Maintenance Temp. Services Grounds Maintenance Temp. Services Grounds Maintenance Temp. Services Grounds Maintenance Temp. Services Grounds Maintenance Temp. Services	11/04/2016	182.96 182.96 182.96 182.95 182.96
			Total for Check Number 33520:	914.79
33521	GRGR 9245896643 9253765565 9264299018	Grainger Vacuum Breaker Repair Kit - PW Saftey/First Aid Supplies for City Facilities Ear Muffs / Chart Recorder Pack - PW	11/04/2016	85.26 490.95 123.28
			Total for Check Number 33521:	699.49
33522	BFH 16-09 16-10	Brian F. Harvey Policy Manual Updates Policy Manual Updates	11/04/2016	1,155.00 700.00
			Total for Check Number 33522:	1,855.00

Agenda Item # 0b.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
33523	HEMLEY 0038813-IN	Hemley's Septic Tank Cleaning, Inc Monthly Portable Toilet Rental	11/04/2016	128.95
Total for Check Number 33523:				128.95
33524	HERMANSC 19826	Hermanson Company LLP HVAC Repair / Maintance - PW	11/04/2016	489.32
Total for Check Number 33524:				489.32
33525	JACKSOCK TRAVEL 11/2016	Corine Jackson Mileage / Per Diem - AWC Benefit Conference -	11/04/2016	239.68
Total for Check Number 33525:				239.68
33526	JIFFY 102850153	Jiffy Lube Vehicle Maintenance - Vehicle #154 / PD	11/04/2016	92.68
Total for Check Number 33526:				92.68
33527	LANDCARE 8150981 8150981 8150981 8150981	LandCare USA LLC LandCare - Center Drive 57% LandCare - McNeil Street LandCare - McLeod Circle LandCare - Center Drive 43%	11/04/2016 Cust #249593 Cust #249593 Cust #249593 Cust #249593	3,271.97 1,146.75 189.31 2,468.32
Total for Check Number 33527:				7,076.35
33528	LNRDM 1185180-20160930	LexisNexis Risk Solutions Data Management System	11/04/2016 Acct #1185180	54.40
Total for Check Number 33528:				54.40
33529	LOCHNER 000011888-9	Lochner Wilmington Drive Overlay - PW	11/04/2016	3,168.17
Total for Check Number 33529:				3,168.17
33530	MUIRK REIMB 11/2016 REIMB 11/2016	Karri Muir Council Meeting Refreshments - K.Muir Council Meeting Travel - K.Muir	11/04/2016	85.74 16.84
Total for Check Number 33530:				102.58
33531	NISQ 78627	Nisqually Automotive & Towing Service Vehicle Service - Lic#56983D / PD	11/04/2016	70.49
Total for Check Number 33531:				70.49
33532	NIT 11078	Nisqually Indian Tribe Incarceration & Booking Fees - Sept. 2016	11/04/2016	905.00
Total for Check Number 33532:				905.00
33533	PCBGT&F CI-221803	Pierce County Budget & Finance Booking & Jail Housing Fees	11/04/2016 99546	89.50
Total for Check Number 33533:				89.50
33534	PST 2016-7011	Public Safety Testing Inc. Subscription Fees - Q3 2016 / PD	11/04/2016	125.00

Agenda Item # 0b.

...	Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
				Total for Check Number 33534:	125.00
	33535	PWF 106220	PWF Processing Water Purification System	11/04/2016	87.04
				Total for Check Number 33535:	87.04
	33536	REINARTG 023-16	Geralyn Reinart, P.E. Traffic Engineering Services - Oct. 1-28, 2016	11/04/2016	1,775.00
				Total for Check Number 33536:	1,775.00
	33537	SEAMLESS 1473	SeamlessDocs Annual Renewal - Seamless Docs	11/04/2016	2,475.00
				Total for Check Number 33537:	2,475.00
	33538	SECOMA 16205.01	Secoma Fence Inc Release of Retainage - Off Leash Park Final Esti	11/04/2016	1,522.45
				Total for Check Number 33538:	1,522.45
	33539	STAPLES 3318163004 3318163006 3318163007	Staples Advantage HDMI/DVI Cables - PW Op. Supplies - PD Op. Supplies - PD	11/04/2016	11.63 375.38 245.26
				Total for Check Number 33539:	632.27
	33540	SDN DP1016	Systems Design West LLC Ambulance Billing Services	11/04/2016 DP0415	679.05
				Total for Check Number 33540:	679.05
	33541	SYSTEMS 29581 29592 29632 29922	Systems for Public Safety, Inc. Vehicle Repair and Maintenance - #49582D Install Cargo Box - #78869C Vehicle Repair and Maintenance - #49582D Repair Lose Spotlight - #51640D	11/04/2016	774.75 1,686.89 146.46 29.30
				Total for Check Number 33541:	2,637.40
	33542	TIMBERWO 11/4/16	Timberwolf Tree Service, Inc. Professional Tree Services - Fell two Trees	11/04/2016	1,060.80
				Total for Check Number 33542:	1,060.80
	33543	VERIZON 9773946274 9773946274 9773946274 9773946274 9773946274 9773946274 9773946274 9773946274 9773946274 9773946274 9773946274 9773946274 9773946274 9773946275 9773946275	Verizon Wireless Building Dept Cell Phones Police Dept Cell Phones Police Dept Cell Phones Public Works Cell Phones Public Works Cell Phones Parks & Rec Cell Phone Fire Dept Cell Phones Legal Svcs Cell Phone Mayor Cell Phone Planning Dept Cell Phones Public Works Dept Cell Phone Equipment Parks Air Card PW Grant Funded Air Cards	11/04/2016	69.32 699.50 62.25 190.43 190.44 101.06 252.12 58.63 58.63 60.81 24.47 10.02 40.08

Agenda Item # 0b.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	9773946275	Legal Svcs Air Card		10.17
	9773946275	Police Air Cards		274.54
	9773946275	Fire Dept Air Card		10.02
	9773946275	Public Works Air Cards		30.04
Total for Check Number 33543:				2,142.53
33544	WASI 48923	Washington Audiology Services, Inc. Audiometric Tests	11/04/2016	337.86
	48923	Audiometric Tests		337.86
	48923	Audiometric Tests		168.93
	48923	Audiometric Tests		50.68
	48923	Audiometric Tests		67.57
	48923	Audiometric Tests		50.68
Total for Check Number 33544:				1,013.58
33545	WILSONJE REIMB 11/2016	Jeffrey Wilson Registration Reimbursement - ICSC Meeting / J.	11/04/2016	50.00
	REIMB 11/2016	Mileage Reimbursement - ICSC Meeting / J.Wil:		42.66
Total for Check Number 33545:				92.66
33546	XBOLT REFUND 11/2016	XBolt Signs LLC Refund Overpayment for Building Permit	11/04/2016	92.90
Total for Check Number 33546:				92.90
33547	UB*01938 113264-000	Angelica Martinez Alicea	11/07/2016	1.25
Total for Check Number 33547:				1.25
33548	UB*01941 113967-000	Benjamin Collins	11/07/2016	70.39
Total for Check Number 33548:				70.39
33549	UB*01929 111796-000	Kimberly Costello	11/07/2016	53.25
Total for Check Number 33549:				53.25
33550	UB*01926 108012-000	Jackson or ShDnna Drumgoole II	11/07/2016	40.32
Total for Check Number 33550:				40.32
33551	UB*01935 112949-000	Tom Drummond	11/07/2016	26.56
Total for Check Number 33551:				26.56
33552	UB*01928 111768-001	Marisa Estrella	11/07/2016	101.30
Total for Check Number 33552:				101.30
33553	UB*01939 113313-000	Elijah and Liezete Gladden	11/07/2016	24.65
Total for Check Number 33553:				24.65

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
33554	UB*01940 113355-000	Chelsea Krotzer and Jamie Hodgson	11/07/2016	75.06
Total for Check Number 33554:				75.06
33555	UB*01932 112576-000	Joseph and Linda LaForest	11/07/2016	59.75
Total for Check Number 33555:				59.75
33556	UB*01933 112841-000	Derek and Jessica Meredith	11/07/2016	27.07
Total for Check Number 33556:				27.07
33557	UB*01930 112270-000	Monroe Denise Min	11/07/2016	100.00
Total for Check Number 33557:				100.00
33558	UB*01937 113093-000	Rosemarie and Adolfo Mistica Jr.	11/07/2016	79.47
Total for Check Number 33558:				79.47
33559	UB*01925 107276-000	Marie Austria or Michael Moyle	11/07/2016	72.13
Total for Check Number 33559:				72.13
33560	UB*01936 112992-000	Emerlita Gaza and William Schlecht	11/07/2016	72.09
Total for Check Number 33560:				72.09
33561	UB*01931 112355-000	Joe and Jennifer Spaven	11/07/2016	68.55
Total for Check Number 33561:				68.55
33562	UB*01927 111750-000	Kelly Spencer	11/07/2016	48.76
Total for Check Number 33562:				48.76
33563	UB*01924 107061-000	Ty and Kimberly Vance	11/07/2016	31.25
Total for Check Number 33563:				31.25
33564	UB*01934 112891-000	Lynette and Ronald Webb	11/07/2016	66.35
Total for Check Number 33564:				66.35
33565	UB*01966 114000-000	Benjamin Barlow	11/07/2016	37.10
Total for Check Number 33565:				37.10
33566	UB*01964 113259-000	Victor and Chrystal Boichan	11/07/2016	12.64

...	Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Agenda Item # 0b.	Check Amount
				Total for Check Number 33566:		12.64
	33567	UB*01959 111453-000	Leanita Brown	11/07/2016		45.35
				Total for Check Number 33567:		45.35
	33568	UB*01963 112832-000	Michele Buckley	11/07/2016		29.87
				Total for Check Number 33568:		29.87
	33569	UB*01955 103844-001	Del Campbell	11/07/2016		0.45
				Total for Check Number 33569:		0.45
	33570	UB*01958 110781-001	Natasha and Shaun Clark	11/07/2016		3.47
				Total for Check Number 33570:		3.47
	33571	UB*01965 113501-000	Daniel and Kristina Cortes	11/07/2016		100.00
				Total for Check Number 33571:		100.00
	33572	UB*01962 112324-000	Alexander & Heidi Dagg	11/07/2016		11.17
				Total for Check Number 33572:		11.17
	33573	UB*01967 114032-000	Kyleigh or Lee Goodrich	11/07/2016		37.10
				Total for Check Number 33573:		37.10
	33574	UB*01961 112127	Katrina Berendt McNutt Matthew	11/07/2016		37.10
				Total for Check Number 33574:		37.10
	33575	UB*01956 108602-000	Michael and Johanna Mullen	11/07/2016		100.00
				Total for Check Number 33575:		100.00
	33576	UB*01960 112057-000	Jeremy and Shakena Richards	11/07/2016		6.50
				Total for Check Number 33576:		6.50
	33577	UB*01957 110646-000	Nima Sarrafan	11/07/2016		37.10
				Total for Check Number 33577:		37.10
	33578	UB*01968 114089-000	Marc Spong Western Property Solution	11/07/2016		303.64
				Total for Check Number 33578:		303.64

Agenda Item # 0b.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
33592	CLAUDYG REFUND 10/2016	Guy Claudy Refund/Coaching discount for Youth Soccer Proj	11/10/2016	10.00
Total for Check Number 33592:				10.00
33593	UB*01982 111715-000	Andrew Allman	11/14/2016	99.68
Total for Check Number 33593:				99.68
33593	CNA 62256205 BARRY	CNA Surety Direct Bill Surety Bond 2017 - P Barry	11/10/2016	100.00
Total for Check Number 33593:				100.00
33594	UB*01987 113346-000	Betteridge & McNaughton 401K	11/14/2016	93.50
Total for Check Number 33594:				93.50
33594	SSTS 652	Jon J. Cnossen LT6-006 Heritage fruit trees consultation	11/10/2016	946.56
Total for Check Number 33594:				946.56
33595	UB*01981 110824-000	Israel and Yaquin Xiong Chavez	11/14/2016	93.50
Total for Check Number 33595:				93.50
33595	DELAPENA REFUND 10/2016	Cristofer de la Pena Refund/Coaching discount for Youth Soccer Proj	11/10/2016	10.00
Total for Check Number 33595:				10.00
33596	UB*01975 103070-000	Clifton Featherston	11/14/2016	9.24
Total for Check Number 33596:				9.24
33596	DEMAREER REFUND 10/2016	Richard Demaree Refund/Coaching discount for Youth Soccer Proj	11/10/2016	10.00
Total for Check Number 33596:				10.00
33597	UB*01985 112657-000	Jamie and Marcella Irby	11/14/2016	10.00
Total for Check Number 33597:				10.00
33597	GALLAHAN REFUND 10/2016	Brian Gallahan Refund/Coaching discount for Youth Soccer Proj	11/10/2016	10.00
Total for Check Number 33597:				10.00
33598	UB*01974 102973-000	Thomas and Karen Kenneally	11/14/2016	63.08
Total for Check Number 33598:				63.08
33598	GESACION REFUND 10/2016	Angela Gesacion Refund/Coaching discount for Youth Soccer Proj	11/10/2016	10.00

Agenda Item # 0b.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 33598:				10.00
33599	UB*01986 113233-000	Sam King	11/14/2016	5.68
Total for Check Number 33599:				5.68
33599	G&O 12227.00-39 13244.00-6 13244.00-8 13269.00-29 13269.00-31 14552.00-16 15236.00-14 15236.00-16 15242.00-17 15242.00-19 16209.00-4 16210.00-6 16210.00-7 16211.00-1	Gray & Osborne Inc. #12227.00 Northwest Logistics Center - R/I Islet #13244.00 Hoffman Hill Tract - R/I Welles Rinn #13244.00 Hoffman Hill Tract R/I Welles Rinnin #13269.00 Home 2 Suites at Barksdale - R/I Lex #13269.00 Home 2 Suites at Barksdale R/I Lexr #14552.00 Williamson Lot 10 Construction - R/I #15236.00 Intel Property Short Plat - R/I Industr #15236.00 Intel Prop Short Plat R/I Industrial Re #15242.00 Fairfield Inn at DuPont - R/I Northwe #15242.00 Fairfield Inn at DuPont - R/I Northwe #16209.00 Planning Dept - 2016 Gen Engineerin #16210.00 2016 Technical Review Committee #16210.00 2016 Technical Review Committee #16211.00 2016 Pre-Application Submittals	11/10/2016	93.70 337.94 150.54 356.37 75.27 822.70 913.67 301.08 2,583.24 1,257.02 370.14 451.62 602.16 2,307.19
Total for Check Number 33599:				10,622.64
33600	UB*01984 112576-000	Joseph and Linda LaForest	11/14/2016	50.00
Total for Check Number 33600:				50.00
33600	HOLTL ADVTRV 11/2016	Larry Holt Per diem - WASPC Fall Conference/Chelan - L F	11/10/2016	100.00
Total for Check Number 33600:				100.00
33601	UB*01976 103246-002	Joseph and Kelly Limata	11/14/2016	50.00
Total for Check Number 33601:				50.00
33601	ORZECHC REFUND 10/2016	Carmelia Orzech Refund/Coaching discount for Youth Soccer Proj	11/10/2016	10.00
Total for Check Number 33601:				10.00
33602	UB*01970 000470-004	Kristina Logan	11/14/2016	70.71
Total for Check Number 33602:				70.71
33602	PARENTMP 2016-59143	Parent Map LT6-002 Parent Map Advertising - Sept	11/10/2016	353.00
Total for Check Number 33602:				353.00
33603	UB*01983 112509-000	Moises and Kelly Lozacruz	11/14/2016	50.00
Total for Check Number 33603:				50.00
33603	PURPOWER	Purchase Power	11/10/2016	

Agenda Item # 0b.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	28977189	Misc postage charge	8000-9000-0144-6966	100.94
			Total for Check Number 33603:	100.94
33604	UB*01973 101340-000	Alan Meskil	11/14/2016	222.60
			Total for Check Number 33604:	222.60
33604	SHEEHANR ADVTRV 11/2016	Robert H. Sheehan Per diem - WASPC Fall Conference, Lk Chelan -	11/10/2016	100.00
			Total for Check Number 33604:	100.00
33605	UB*01972 002785-003	Christine Picardal	11/14/2016	71.46
			Total for Check Number 33605:	71.46
33605	USBANK	US Bank St Paul	11/10/2016	
	321626	Debt service payment - Gen Obligation Bonds 2f		21,222.00
	321626	Debt service payment - Gen Obligation Bonds 2f		141,480.00
	321626	Debt service payment - Gen Obligation Bonds 2f		32,000.00
	321626	Debt service payment - Gen Obligation Bonds 2f		4,800.00
	321626	Debt service payment - Gen Obligation Bonds 2f		14,148.00
	321626	Debt service payment - Gen Obligation Bonds 2f		3,200.00
	324037	Debt service payment - Gen Obligation Bonds 2f		30,000.00
	324037	Debt service payment - Gen Obligation Bonds 2f		10,718.00
	324037	Debt service payment - Gen Obligation Bonds 2f		45,000.00
	324037	Debt service payment - Gen Obligation Bonds 2f		16,077.00
	324037	Debt service payment - Gen Obligation Bonds 2f		300,000.00
	324037	Debt service payment - Gen Obligation Bonds 2f		107,180.00
			Total for Check Number 33605:	725,825.00
33606	UB*01971 001592-007	Gregg or Robin Pointon	11/14/2016	143.36
			Total for Check Number 33606:	143.36
33607	UB*01977 105635-000	Jeremiah and Jennifer Pray	11/14/2016	70.88
			Total for Check Number 33607:	70.88
33608	UB*01980 108310-000	Dave Riesberg	11/14/2016	129.74
			Total for Check Number 33608:	129.74
33609	UB*01969 000398-000	Dale Welch	11/14/2016	222.43
			Total for Check Number 33609:	222.43
33610	UB*01978 105756-000	Ralston or Julie Williams	11/14/2016	69.61
			Total for Check Number 33610:	69.61
33611	UB*01979 107486-000	Patricia Yeager	11/14/2016	247.06

Agenda Item # 0b.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 33611:				247.06
33612	AWC 46895	Assoc of Washington Cities 2016 Regional Meeting registration - P Coffey	11/15/2016	45.00
Total for Check Number 33612:				45.00
33613	QWEST 206T610445 893B	CenturyLink 206T610445 893B Civic Center T	11/15/2016 206T610445 893B	505.37
Total for Check Number 33613:				505.37
33614	CLINK 1391726790	CenturyLink Business Services 253-964-6934 Long distance	11/15/2016 253-964-6934	63.72
Total for Check Number 33614:				63.72
33615	COMCAST 35 013 0327571	Comcast Museum High Speed Internet	11/15/2016 8498 35 013 0327571	86.22
Total for Check Number 33615:				86.22
33616	FIRSTBC 9371	First Bankcard Uniform cleaning - PD/Sheehan	11/15/2016	103.02
Total for Check Number 33616:				103.02
33617	WETRC 157006 157499	Green River Community College/WETRC Water Distribution Cert Exam Review - PW/B C Water Distribution Cert Exam Review - PW/A W	11/15/2016	380.00 380.00
Total for Check Number 33617:				760.00
33618	HAMRADIO P1-306261	Ham Radio Outlet Inc Ham radio parts - PD	11/15/2016	739.65
Total for Check Number 33618:				739.65
33619	LEMAY 8013842 8013842 8013842 8013842 8013854 8013867 8043679 8043679 8043679 8043679 8049605	Harold Lemay Enterprises 301 Louviers 301 Louviers 301 Louviers 301 Louviers 2180-678258-001 1700 Civic Dr 2180-688334 1775 Bob's Hollow 301 Louviers 301 Louviers 301 Louviers 301 Louviers 2180-678264 1700 Civic Dr	11/15/2016	252.33 630.81 189.24 189.24 259.76 265.38 16.50 55.00 16.50 22.00 206.00
Total for Check Number 33619:				2,102.76
33620	HUGHESJ 1952	Janet Hughes Prof Transcription services - PD/ Chung & Nelsc	11/15/2016	240.00
Total for Check Number 33620:				240.00
33621	PAO S6266-14	Pacific Office Automation City Hall copier model C654E	11/15/2016 900-0242073-000	243.11

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 33621:	243.11
33622	PCBGT&F CI-223738	Pierce County Budget & Finance Excise Tax / Profit Tax distribution	11/15/2016	624.65
			Total for Check Number 33622:	624.65
33623	PCSEWER	Pierce County Sewer	11/15/2016	
	01175700	01175700 - 303 Barksdale Ave	01175700	69.37
	01178725	01178725 - 207 Barksdale Ave	01178725	44.74
	01178733	301-303 Louviers		10.59
	01178733	301-303 Louviers		7.94
	01178733	301-303 Louviers		26.47
	01178733	301-303 Louviers		7.94
	01251945	01251945 - 3196 Shaw St	01251945	49.33
	01326899	301-303 Louviers		25.80
	01326899	301-303 Louviers		86.03
	01326899	301-303 Louviers		25.81
	01326899	301-303 Louviers		34.41
	01349465	01349465 - 1775 Bob's Hollw	01349465	31.19
	01387341	01387341 - 1700 Civic Drive	01387341	31.19
	01695975	01695975 - 1301 Palisade Blvd	01695975	22.98
	01710583	01710583 - 1780 Civic Dr	01710583/(01387332)	35.36
	01710583	01710583 - 1780 Civic Dr	01710583/(01387332)	24.58
			Total for Check Number 33623:	533.73
33624	PSEE	Puget Sound Energy	11/15/2016	
	200000813945	301 - 303 Louviers		13.74
	200000813945	301 - 303 Louviers		13.74
	200000813945	301 - 303 Louviers		18.33
	200000813945	301 - 303 Louviers		45.82
	200001019534	200001019534 - 303 Barksdale Ave		384.20
	200001019690	200001019690 - 3195 Brown Loop		10.84
	200003761372	200003761372 - 1350 Foreman Rd		2,113.39
	200004197907	200004197907 - Bell Hill Well		2,915.78
	200005882598	301 - 303 Louviers		11.28
	200005882598	301 - 303 Louviers		37.59
	200005882598	301 - 303 Louviers		11.28
	200005882598	301 - 303 Louviers		15.03
	200006136309	200006136309 - Village Park		13.43
	200008001329	200008001329 - Museum		174.69
	200008387082	200008387082 - 1350 Foreman Rd		579.27
	200010681696	200010681696 - 1700 Burnside Well		3,050.13
	200011525884	200011525884 - 1700 Civic Dr Signal		63.73
	200013923426	200013923426 - 1780 Civic Dr		1,066.64
	200013923426	200013923426 - 1780 Civic Dr		1,534.91
	200013923681	200013923681 - 3625 Hoffman Hill Access		10.84
	200013923905	200013923905 - 2100 Center Dr Signal		69.95
	200013924143	200013924143 - 3028 Ridgeview Pump		13.34
	200013924549	200013924549 - 1700 Civic Drive		1,043.43
	200013924754	200013924754 - 1500 Wilmington Dr		52.44
	200013950148	200013950148/200023254622 301-303 Louvie		57.65
	200013950148	200013950148/200023254622 301-303 Louvie		17.29
	200013950148	200013950148/200023254622 301-303 Louvie		23.06
	200013950148	200013950148/200023254622 301-303 Louvie		17.29
	200013950320	200013950320 - 1407 Palisade Blvd		64.58
	200013950544	200013950544 - Wilmington & Center Signa		104.60
	200014441923	200014441923 -709 Penniman Pmp		27.54

Agenda Item # 0b.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	200017266103	200017266103 - 2900 Center Dr Signal		196.47
	200020161606	200020161606 - 151 Davis Pl		518.98
	200021763244	200021763244 - Powderworks Park		81.56
	200023254622	200013950148/200023254622 301-303 Louvie		39.42
	200023254622	200013950148/200023254622 301-303 Louvie		29.57
	200023254622	200013950148/200023254622 301-303 Louvie		98.55
	200023254622	200013950148/200023254622 301-303 Louvie		29.56
	200024817773	200024817773 - 2690 Mitchell		35.52
	300000004741	300000004741 - Street Lights	300000004741	782.19
	300000010086	300000010086 - Street Lights	300000010086	13,979.98
Total for Check Number 33624:				29,367.63
33625	SITECRAF 28499	SiteCrafting Inc Web Host- www.ci.dupont.wa.us	11/15/2016	55.00
Total for Check Number 33625:				55.00
33626	ARCH Z3669640K Z3669640K Z3669640K Z3669640K	Spok Inc PW pager PW pager PW pager PW pager	11/15/2016	19.73 5.91 7.89 5.92
Total for Check Number 33626:				39.45
33627	UULC 6100128 6100128	Utilities Underground Location Center Excavation notifications Excavation notifications	11/15/2016	36.19 36.19
Total for Check Number 33627:				72.38
33628	WC3 2015 IRC/IZC 2015 IRC/IZC	WC-3 West Coast Code Consultants Inc 2015 IZC: Zoning Basic Code Enforcement class 2015 IRC: Residential Plan Review class reg - B	11/15/2016	125.00 125.00
Total for Check Number 33628:				250.00
33629	WFG 1032	WFG National Title Company of Washingtc Title search - Legal Dept	11/15/2016	54.75
Total for Check Number 33629:				54.75
Report Total (120 checks):				826,210.52



MEETING DATE: November 22, 2016 **Agenda Item # 6c.**

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

TITLE:

Renewal of the Association of Washington Cities (AWC) Risk Management Service Agency (RMSA) inter-local agreement.

Department: Human Resources	Discussion Date:
Originator: Staff	First Reading Date:
Assigned to: Sabrina Kearney, Sr. HR Analy	Public Hearing Date:

BUDGET IMPACT: Yes No

FUND:

Amount Budgeted		All Funds
Additional Required		General

DETAILED SUMMARY STATEMENT:

Council previously approved an inter-local agreement between the City of DuPont and the Association of Washington Cities (AWC) Risk Management Service Agency (RMSA) February 19, 2009. The RMSA Board has updated their Bylaws/ Inter-local Agreement, to go into effect January 1, 2017.

The renewal of this inter-local provides for self insurance pooling and group purchasing power of insurance coverage, while receiving risk management services and property liability claims administration.

RECOMMENDATION:

Pass resolution and sign interlocal agreement.

**CITY OF DuPONT
WASHINGTON
RESOLUTION NO. 16-498**

**A Resolution of DuPont, Washington
Approving the Interlocal Agreement with the
Association of Washington Cities (AWC)
Risk Management Service Agency (RMSA) and its Members**

WHEREAS, the Association of Washington Cities Risk Management Service Agency (AWC RMSA), authorized and formed under RCW 48.62, offers pooled self-insurance providing cost stability and the potential for long-term savings; and

WHEREAS, AWC RMSA is sponsored by the Association of Washington Cities as a service to Washington cities and towns; and

WHEREAS, the City of DuPont has reviewed and analyzed the AWC RMSA Interlocal agreement, bylaws, and coverages; with legal counsel for consistency with city code/charter, of City of DuPont; and

WHEREAS, the City of DuPont acknowledges that after becoming a member of the AWC RMSA, the City of DuPont shall be subject to assessments and any future reassessments as required by statute and the AWC RMSA; and

WHEREAS, the City of DuPont concludes that the Interlocal Agreement of the AWC RMSA would be beneficial in managing the municipal risks involved in providing services to our citizens;

NOW, THEREFORE, BE IT RESOLVED the City of DuPont does hereby agree to enter into and abide by the Interlocal agreement, which, along with this Resolution, constitutes a contract between the City of DuPont and the AWC RMSA.

ADOPTED by the governing body of the City of DuPont Washington on this 22nd day of November, 2016.

Michael Courts, Mayor

Attest:

Karri Muir, CMC, City Clerk

Approved as to Form:

Gordon P. Karg, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Resolution No.: 16-498

INTERLOCAL AGREEMENT OF
THE ASSOCIATION OF WASHINGTON CITIES
RISK MANAGEMENT SERVICE AGENCY
(AWC-RMSA)

DRAFT

TABLE OF CONTENTS

	Page
PREAMBLE	<u>41</u>
RECITALS	<u>41</u>
ARTICLE 1	<u>43</u>
ARTICLE 2	<u>64</u>
ARTICLE 3	<u>75</u>
ARTICLE 4	<u>75</u>
ARTICLE 5	<u>75</u>
ARTICLE 6	<u>75</u>
ARTICLE 7	<u>75</u>
ARTICLE 8	<u>86</u>
ARTICLE 9	<u>97</u>
ARTICLE 10	<u>97</u>
ARTICLE 11	<u>97</u>
ARTICLE 12	<u>97</u>
ARTICLE 13	<u>108</u>
ARTICLE 14	<u>119</u>
ARTICLE 15	<u>119</u>
ARTICLE 16	<u>119</u>
ARTICLE 17	<u>120</u>
ARTICLE 18	<u>120</u>
ARTICLE 19	<u>130</u>
ARTICLE 20	<u>134</u>
ARTICLE 21	<u>134</u>
ARTICLE 22	<u>134</u>
ARTICLE 23	<u>144</u>

Agenda Item # 6c.

...

ARTICLE 24	Prohibition Against Assignment.....	141
ARTICLE 25	Severability.....	141
ARTICLE 26	Agreement Complete	142
ARTICLE 27	Signature in Counterparts Conflicts	142
ARTICLE 28	Authorization of Signature Supersession	14
<u>ARTICLE 29</u>	<u>Signature of Counterparts</u>	<u>14</u>
<u>ARTICLE 30</u>	<u>Section Headings</u>	<u>14</u>
<u>ARTICLE 31</u>	<u>Governing Law</u>	<u>15</u>
<u>ARTICLE 32</u>	<u>Time.....</u>	<u>15</u>
<u>ARTICLE 33</u>	<u>Authorization of Signature</u>	<u>15</u>

2

DRAFT

**INTERLOCAL AGREEMENT:
OF THE ASSOCIATION OF WASHINGTON CITIES
RISK MANAGEMENT SERVICE AGENCY**

PREAMBLE

State law authorizes the formation of pooling organizations to provide such insurance, to reduce the amount and frequency of the Members' losses, and to decrease the cost incurred by the Members in the handling and litigation of claims. This Agreement provides for self-insurance pooling and/or the economical purchase of primary Insurance and/or Excess Insurance coverage for all Local Governmental Entities. This Agreement is made and entered into in the State of Washington by and among the Members organized and existing under the Constitution or laws of the State of Washington, hereinafter collectively referred to as "Members", and individually as "Member", which are parties signatory to this Agreement. Said Members are sometimes referred to herein as "Parties".

RECITALS

WHEREAS, Chapter 48.62 RCW provides that two or more local governmental agencies may, by Interlocal Agreement, provide insurance for any purpose by one or more of certain specified methods;

WHEREAS, the Association of Washington Cities, the sponsoring entity, of the Risk Management Service Agency ("Agency"), would like to maintain the long-standing relationship that has been achieved over the years because of the mutual goals of both entities, which is to support all cities and towns in Washington State;

WHEREAS, the Association of Washington Cities as sponsor of the Agency desires to provide its Members, as well as other Local Governmental Entities, the opportunity to jointly self-insure or pool their primary risks to enhance their ability to control their insurance programs and coverages;

WHEREAS, each of the parties to this Agreement desires to join together with the other parties for the purpose of pooling their self-insured losses and jointly purchasing excess insurance and administrative services in connection with a Joint protection Self-Insurance program for said parties; and

WHEREAS, it appears economically feasible and practical for the parties to this Agreement to do so;

NOW, THEREFORE, in consideration of all of the mutual benefits, covenants and agreements contained herein the parties hereto agree as follows:

**ARTICLE 1
Definitions**

The following definitions shall apply to the provisions of this Agreement:

- 1.1 _____ **"Administrative Agent,"** shall mean the Association of Washington Cities that provides ~~third party administration (TPA) services to the Agency.~~ the contracted administrative services for the Agency.

Agenda Item # 6c.

- ...
- 1.2 “**Agency**” shall mean the Association of Washington Cities Risk Management Service Agency (RMSA).
- ~~1.3~~ ~~X.XX~~—“**Agreement**” shall mean the Interlocal Agreement, however amended, among and between the Agency and the Member.
- 1.43 “**Assessment**” shall mean the monie~~se~~ys paid by the ~~m~~ Members to the Agency.
- 1.54 “**Association**” shall mean the Association of Washington Cities.
- 1.65 “**Board of Directors**” or “**Board**” shall mean the governing body of the Risk Management Service Agency (RMSA) as duly elected by the members of the Agency.
- ~~X.XX~~1.7 ———“**Bylaws**” shall mean the document(s) that provides for the governance and operation of the Agency. “Bylaws” mean the Bylaws adopted by the Board of Directors of the Agency and all duly adopted amendments and revisions thereto, however amended.
- 1.86 “**Claim(s)**” ~~shall mean demands made against the Agency arising out of occurrences which are within the Agency's Joint Protection Program as developed by the Board of Directors. m~~Means a demand for payment for damages against the Agency arising out of occurrences within the Coverage Agreement; or policy benefit because of the occurrence of an event that includes, but is not limited to, the destruction or damage of property or reputation, bodily injury or death and alleged civil rights violations.
- ~~1.9X.XX~~ ———“**Coverage Agreement**” shall mean the coverage document(s) established by the Board of Directors and intended to address the general claims operations of the Agency.
- 1.107 “**Excess insurance**” shall mean that insurance purchased or other financing arrangements made on behalf of the Agency to protect the funds of the Agency against catastrophes or against an unusual frequency of losses during a single year.
- 1.118 “**Fiscal Year**” shall mean that period of 12 months, from January 1 to December 31, which is established as the fiscal year of the Agency.
- 1.129 “**Insurance**” shall mean and include self-insurance through a funded program and/or commercial insurance contract.
- ~~1.13X.XX~~ ———“**Interlocal Agreement**” means an Agreement established under the Interlocal Cooperation Act defined in Cchapter 39.34 RCW which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and therefore, to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.
- 1.140 “**Joint Protection Program**” ~~shall mean the program established by the Board of Directors and intended to address the general operation of the Agency.~~
- ~~1.14X.XX~~ ———“**Joint Self-Insurance Program**” means two or more Local Government Entities which have entered into a cooperative risk sharing Agreement subject to regulation under 48.62 RCW.
- 1.154 “**Local Governmental Entity**” shall mean every unit of local government, both general purpose and special purpose, and shall include, but not be limited to, counties, cities, towns, port districts,

Agenda Item # 6c.

public utility districts, water districts, sewer districts, fire protection districts, irrigation districts, metropolitan municipal corporations, conservation districts, and other political subdivisions, governmental subdivisions, municipal corporations, and quasi municipal corporations.

~~1.16X.XX~~ — “Member” – shall mean any eligible entity which participates in the Agency, pays the annual Assessment and is signatory to the Agency’s Interlocal Agreement.

~~1.17X.XX~~ — “Member Standards” shall mean the required and advisory standards were adopted by the Board of Directors in an effort to provide consistent administrative practices for members, with the goal of reducing property and liability losses.

1.182 **“Operating Committee”** shall mean the standing advisory committee ~~of the Agency to the Board.~~

~~1.19X.XX~~ — “Reassessment” shall mean additional monies paid by the Members to the Joint Self-Insurance Program if claims shall exceed assets.

1.20 “Risk Sharing” means a decision by the Members of a Joint Self Insurance Program to jointly absorb certain or specific financial exposures to risks of loss through the creation of a formal program of advance funding of actuarially determined anticipated losses; and/or joint purchase of Insurance or reinsurance as a member of a Joint Self Insurance Program formed under Chapter 48.62 RCW.

1.2143 **“Signatory”** or **“Signatories”** shall mean those parties who sign this Agreement, including execution by ~~C~~counterpart, thereby becoming a Member of the Agency bound by the terms of this Agreement.

~~1.22X.XX~~ — “Special Committee” – shall mean committees of the Agency created by the Board of Directors.

ARTICLE 2

Purposes Risk Sharing

2.1 This Agreement is entered into by the Members to provide for ~~Joint s~~Self-~~in~~Insurance pooling and/or the economical purchase of ~~primary~~ Insurance ~~and/or Excess Insurance~~ coverage, risk management services, and property and liability claims administration. ~~for all forms of Insurance available or required by law for Local Governmental Entities and for which state law authorizes the formation of pooling organizations to provide such Insurance, Furthermore, the purpose of the Agreement is~~ to reduce the amount and frequency of the Members' losses; and to decrease the cost incurred by the Members in the handling and litigation of claims. This purpose shall be accomplished through the exercise of the powers of the Members jointly in the creation of a separate public Agency, the Association of Washington Cities Risk Management Services Agency, to direct and administer a Joint ~~Protection~~Self-Insurance Program wherein the Members will engage in certain activities, including but not limited to the following:

2.1.1 ~~Pool their losses and Claims~~Risk Sharing;

2.1.2 Jointly purchase of insurance which may include, but is not limited to EeExcess Insuranceand or reinsurance; and

2.1.3 Jointly purchase of administrative and other services including:

2.1.1.1 Claims adjusting;

2.1.1.2 Data processing;

- 2.1.1.3 Risk management consulting;
- 2.1.1.4 Loss prevention;
- 2.1.1.5 Legal; and
- 2.1.1.6 Miscellaneous related services.

2.2 It is also the purpose of the Agreement to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional Local Government Entities organized and existing under the Constitution or laws of the State of Washington as may desire to become parties to this Agreement and ~~m~~Members of the Agency, subject to approval by the Board of Directors.

2.3 ~~It is also the purpose of t~~ This Agreement ~~to~~ may but is not required to provide, to the extent permitted by law, that the Agency may, at the discretion of its ~~d~~Directors, contract with non-member Local Government Entities in the State of Washington.

**Article 3
Agency Offices**

3.1 Principal Executive Office

The principal executive office for the transaction of business of the Agency shall be located at 1076 ~~South~~ Franklin St. SE, Olympia, WA 98501. The Administrative Agent in cooperation with the Board of Directors of the Agency shall have the authority to change the location of the principal executive office from time to time.

3.2 Other Offices

Other business offices may be at any time be established by the Administrative Agent in cooperation with the Board of Directors of the Agency at any place or places where the Agency is qualified to do business.

**ARTICLE 4
Parties to Agreement**

Each party to this Agreement certifies that it intends to and does contract with all other parties who are Signatories of this Agreement and, in addition, with such other parties as may later be added to and ~~S~~signatories of this Agreement pursuant to Article 14. Each party to this Agreement also certifies that the deletion of any party from this Agreement, pursuant to Articles 16 and 17, shall not affect this Agreement nor such party's intent to contract as described above with the other parties to the Agreement then remaining.

**ARTICLE 5
Term of Agreement**

This Agreement shall become effective on January 1, 2010~~7~~, and shall be of unlimited duration, but not less than one year, and will continue unless terminated as hereinafter provided in Article 19.

**ARTICLE 6
Financial Obligations of Agency**

Pursuant to Chapter. 48.62 RCW, of the State of Washington, the debts, liabilities, and obligations of the Agency shall not constitute debts, liabilities, or obligations of any ~~party~~ Member to this Agreement.

**ARTICLE 7
Powers of the Agency**

- 7.1 Agency shall have the powers provided for by law and is hereby authorized to do all acts necessary for the exercise of said powers, including, but not limited to, any or all of the following:
 - 7.1.1 Contract or otherwise provide for risk management, claims administration and loss ~~control~~ prevention services;
 - 7.1.2 Contract or otherwise provide legal counsel for the defense of Claims and/or other legal services;
 - 7.1.3 Consult with the Washington State Risk Manager and State Auditor;
 - 7.1.4 Jointly purchase Insurance coverage in such form and amount as the organization's participants may by contract agree;
 - 7.1.5 Incur debts, liabilities, or obligations;
 - 7.1.6 Acquire, receive, hold, or dispose of property, funds, services, and other forms of assistance from persons, firms, corporations, and governmental entities;
 - 7.1.7 Sue and be sued in its own name;
 - 7.1.8 Hire employees and agents; and
 - 7.1.9 Exercise all powers necessary and proper to carry out the terms and provisions of this Agreement, or otherwise authorized by law.
- 7.2 Said powers shall be exercised to the terms hereof and in the manner provided by law.

ARTICLE 8

The Board of Directors and their Powers and Responsibilities

- 8.1 The Agency, its funds and service programs shall be administered by a Board of Directors.
- 8.2 Number of Directors
There shall be seven (7) Directors of the Agency, who shall be elected officials representing members of the Agency.
- 8.3 Acceptance of Appointment by Directors
Each Director shall sign a document accepting their appointment as Director and agreeing to abide by the terms and provisions of this ~~Interlocal~~ Agreement and the Bylaws.
- 8.4 Powers and Responsibilities of the Board of Directors
The Board of Directors of the Agency shall have the following powers and functions:
 - 8.4.1 The Board shall have the power to review, amend, modify, adopt, override, or reject the Operating Committee's recommendations.
 - 8.4.2 The Board shall review, modify if necessary, and approve the annual operating budget of the Agency.
 - 8.4.3 The Board shall receive and review periodic accountings of all funds of the Agency.

Agenda Item # 6c.

- 8.4.34 Annually the Board shall review, amend, adopt, or reject the Operating Committee's recommendation of the ~~a~~Assessment, or Reassessment rate to be charged to the ~~m~~ Members of the Agency.
- 8.4.45 The Board ~~shall~~ may review, modify if necessary, and approve the ~~Joint Protection Program (JPP) Coverage Agreement, which identifies Agency and Member coverages,~~ the Agency's Bylaws, ~~and manuals~~ policies and Member Standards.
- 8.4.56 The Board shall have the power to conduct all business on behalf of the Agency, which the Agency may conduct under the provisions hereof and pursuant to law.
- 8.4.67 The Board shall determine and select ~~all necessary~~ Insurance, ~~including Excess Insurance,~~ necessary to carry out the Joint Self-Insurance Protection Program ~~of~~ for the Agency.
- 8.4.78 The Board shall have authority to contract for or develop various services for the Agency, including, but not limited to, an ~~a~~Administrative ~~a~~Agent, claims adjusting, loss ~~control~~prevention, risk management consulting services, independent actuary services, insurance brokerage services, independent claims auditing services, and ~~general~~ legal counsel.
- 8.4.89 The Board shall have such other powers and functions as are provided for in this Agreement, and the Bylaws, ~~or those~~ which are necessary to implement the purposes of this Agreement, including, but not limited to, the power to authorize contracts.

ARTICLE 9 Operating Committee

The Operating Committee shall consist of nine (9) representatives from Members entities participating in the Agency. All members of the Operating Committee shall be appointed non-elected officials not elected officials. It is the Board's intent that the Operating eCommittee assists is advisory to the Board and/or the Administrative Agent, with regarding the operations of the Agency, ~~and to keep the Board advised on all aspects of Agency operations including professional standards.~~

ARTICLE 10 Coverage

- 10.1 The type and limits of the Insurance coverage provided for Members by the Agency shall be established by the Board of Directors.
- 10.2 The Board may arrange approve purchase of ~~a group policy~~ additional types or limits of coverage for Members interested in obtaining additional types or limits of coverage at additional cost to those participating of other Members. Such additional cost may include an administrative fee for the Agency's services.
- 10.3 The Board may arrange for the purchase of any other Insurance or services deemed necessary to protect the Agency or funds held by the Agency against catastrophe.

ARTICLE 11 Bond Requirements

The Board may require that the Administrative Agent authorized to disburse funds of the Agency, provide a fidelity bond in the amount as set by the Board, and provide that such bond be paid by the Agency.

**ARTICLE 12
Responsibility of the Agency**

- ~~12.1~~ The Agency shall perform the following functions in discharging its responsibilities under this Agreement:
- ~~12.112~~ Provide Insurance coverage as deemed necessary, including but not limited to a self-insurance fund and commercial insurance, as well as excess coverage or reinsurance, and other insurance; ~~s~~Such insurance, to be arranged by negotiation or bid, and/or purchase, as necessary;
 - ~~12.223~~ Assist each Member's designated risk manager with the implementation of the risk management functions within the Member entity;
 - ~~12.334~~ Provide loss prevention, ~~safety, and~~ consulting services to Members as required;
 - ~~12.45~~ Provide Claims adjusting and subrogation services for Claims covered by the Agency's ~~Joint Protection Program;~~Coverage Agreement;
 - ~~12.556~~ Provide loss analysis by the use of statistical studies, data processing, and record and file-keeping services, to identify high exposure operations and to evaluate proper levels of self-retention and deductibles;
 - ~~12.667~~ Assist Members, as requested, with review of their contracts to determine sufficiency of indemnity and ~~i~~insurance provisions;
 - ~~12.778~~ Conduct risk management audits to review the participation of each Member in the program. The audit shall be performed by appointed Agency staff or, at the discretion of the ~~a~~Administrative ~~a~~Agency~~t~~, and/or an independent auditor may be retained by contract to conduct the audits;
 - ~~12.889~~ Provide for the defense of any civil action or proceeding brought against any officer, employee, Board member, or other agent of the Agency, in their official or individual capacity or both, on account of an act or omission within the scope of their agency as an agent of the Agency;
 - ~~12.9910~~ Abide by the rules and regulations as stated or hereinafter amended of RCW Chapter 48.62 and WAC ~~82-69;~~ 200-100; and
 - ~~12.10101~~ The Agency shall have such other responsibilities as deemed necessary by the Board of Directors in order to carry out the purposes of the Agreement.

**ARTICLE 13
Responsibilities of Members**

- ~~13.1~~ Members shall have the following responsibilities:
- ~~13.112~~ All ~~Agency m~~Members must maintain membership in the Association of Washington Cities.
 - ~~13.223~~ Each ~~m~~Member shall appoint an employee of the member entity to be responsible for the risk management function within that member entity and to serve as a liaison between the Member and the Agency ~~as to risk management.~~
 - ~~13.334~~ Each Member shall implement a risk management policy which shall~~ould include maintain an active safety officer and/or committee, and shall consider all implementing~~complete loss prevention recommendations, and complying with the Member Standards ~~of the Agency.~~

Agenda Item # 6c.

~~concerning including but not limited to the development and implementation of a loss control risk management policy to prevent unsafe and, and practice(s).~~

13.45 Each Member shall be responsible for payment of any Member-elected deductible, and/or appropriate deductible associated with the Member Standards.

~~13.4~~ Each Member shall maintain its own set of records, as a loss log, in all categories of loss to insure accuracy of the Agency's loss reporting system.

13.556 Each Member shall promptly pay its aAssessment, Reassessment, and any readjusted amount promptly to the Agency when due. After withdrawal or termination, each Member shall pay promptly to the Agency its share of any additional Reassessment and accrued interest at a rate determined by the Board, when and if required of it by the Board.

13.667 Each Member shall provide the Agency with such other information or assistance as may be necessary for the Agency to carry out the ~~Joint Protection Program under~~ provisions of this Agreement.

13.778 Each Member shall in any and all ways cooperate with and assist the Agency, and any insurer of the Agency, in all matters relating to this Agreement and covered losses, and will comply with all Bylaws, ~~rules, and regulations~~ policies, procedures and Member Standards as adopted or amended by the Board of Directors.

~~13.889 All members shall cooperate with the Agency and assist with investigations, making settlements, and defense or prosecution of suits; cooperate and assist the Agency in enforcing any right of contribution, indemnity or subrogation in which the Agency may have an interest by virtue of a payment made pursuant to the Bylaws, interlocal a Agreement or the Joint Protection Program (JPP); attend hearings and trials and assist in the securing and giving evidence and obtaining the attendance of witnesses; use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss of or damage to the property herein insured.~~
All members shall cooperate with the Agency and assist with any investigations, settlement discussions, defense or prosecution of suits, and cooperate and assist the Agency in enforcing any right of contribution, indemnity, or subrogation in which the Agency may have an interest by virtue of a payment made pursuant to the Bylaws, this Agreement, or the Coverage Agreement. Members shall also assist the Agency and attend hearings and trials as well as securing and giving evidence and obtaining the attendance of witnesses. Further, the members shall undertake appropriate due diligence and concur in exercising all things reasonably practicable to avoid or diminish any loss of or damage to the property insured under this agreement.

ARTICLE 14

New Members

14.1 Additional Members shall be permitted to become Signatories to this Agreement, ~~and to the Joint Protection Program~~. All potential members to the Agency must be members of the Association of Washington Cities or become members prior to acceptance into the Agency. The ~~Directors~~ Agency shall allow entry into the program of new members approved by the Board of Directors at such time during the year as the Board deems appropriate.

Agenda Item # 6c.

- 14.2 Members entering under this Article may be required to pay their share of expenses as determined by the Board, including those necessary to analyze their loss data and determine their ~~a~~Assessment.

ARTICLE 15 Defense of Agents

- 15.1 For purposes of this article, "agent" means any person who is or was: a ~~d~~Director, an Operating Committee member, a Special Committee member, an officer, or an agent acting on behalf of the Agency or Administrative Agent.
- 15.42 The Agency shall provide for the defense of any agents and paying of any valid judgments and claims brought against any such agent arising from their actions or conduct in their official or individual capacity or both, on account of an act or omission within the scope of their responsibility; provided, however, this section shall not apply to those occurrences covered by an Agency policy of liability insurance or if the claim or judgment results from the intentional misconduct of said agent.

ARTICLE 16 Withdrawal

- 16.1 A Member signing this Agreement may not withdraw as a party to this Agreement and as a Member of the Agency for a one-year period commencing on the date said Member signs the Agreement.
- 16.1.1 After the initial one-year non-cancellable commitment provided pursuant to this Agreement, a Member may withdraw only at the end of ~~the Agency's any~~ Fiscal Year, provided ~~the Member~~ has given the Agency a minimum of 12-month written notice of its intent to withdraw from this Agency.
- 16.2 A Member shall be entitled to withdraw from the Agency where ~~the Member~~ presents to the Board of Directors evidence demonstrating a material breach of contract by the Agency as regards its obligations to the Member. The Member shall be allowed to withdraw from the agency within ninety (90) days of any finding by the Board of Directors that a material breach of contract by the Agency has occurred. The withdrawal of any Member under the conditions identified here shall not however free it from any and all requirements made of any withdrawing Member.
- 16.3 No Member withdrawing from the Agency shall be entitled to payment or return of any Assessment, Reassessment, contributions or monies contributed to the Agency or to the distribution of any assets of the Agency. No member shall be entitled to any payment or return of any assessment paid by the member to the Agency or any agency insurer or to any distribution of the Agency's assets.

ARTICLE 17 Termination by Agency

- 17.1 The Agency shall have the right to terminate any Member's participation in the ~~Joint Protection Program Agreement~~ upon a motion approved by a three-quarters (75%) vote of 66% or more of the entire Board of Directors. ~~The Board of Directors may, p~~Prior to taking action on such a motion, the Board may, but is not required to, request that the Operating Committee review and make recommendations to the Board on any allegation giving rise to the request to terminate, including but not limited to failure to: comply with a written condition, disregard of ~~safety or~~ risk management recommendations or Member sStandards, noncompliance with any provision of this ~~Interlocal Agreement,~~ and/or the Bylaws of the Agency.

Agenda Item # 6c.

17.2 Any Member so ~~cancelled~~ terminated from the Agency, shall be given at least one hundred eighty (180) days notice prior to the effective date of the ~~cancellation~~ termination. Any Member so ~~cancelled~~ terminated shall have a period of up to six (6) months coverage under the terms of this Agreement, or may affect alternate insurance or self-insurance arrangements if it so desires. Upon written receipt of confirmation from the terminating Member that the terminating Member has in force valid insurance or membership in another risk sharing pool, the effective date of the termination may be adjusted by the Agency. Any Member so ~~cancelled~~ terminated shall be treated as if it had voluntarily withdrawn.

~~17.3 Upon termination from this Agreement, a no-Member shall not be terminated from the agency shall be entitled to payment or return of any Assessment, Reassessment, contributions or monies contributed to the Agency or to the distribution of any assets of the Agency. No member shall be entitled to any payment or return of any assessment paid by the member to the Agency or any agency insurer or to any distribution of the Agency's assets.~~

~~17.4 A terminated Member shall be responsible for any Reassessment issued in the future covering dates the terminated entity was a Member of the Agency.~~

ARTICLE 18

Effect of Withdrawal or Termination

18.1 The withdrawal of any Member from this Agreement shall not terminate the same for purposes of continuing to comply with all conditions and requirements of the Agreement, and survives the withdrawal or termination of any Member.

18.2 No Member by withdrawing or terminating from the Agreement shall be entitled to payment or return of any ~~a~~ Assessment, Reassessment, consideration of property paid, or donated by the Member to the Agency, or to any distribution of assets.

18.3 The withdrawal or termination of any Member shall not ~~terminate~~ cease its responsibility to contribute its share or ~~a~~ Assessment, Reassessment, or funds to any fund or Joint Self-Insurance program created by the Agency until all Claims, or other unpaid liabilities, covering the period the Member was Signatory hereto have been finally resolved and a determination of the final amount of payments due by the Member or credits to the Member for the period of its membership has been made by the Board of Directors. In connection with this determination, the Board may exercise similar powers to those provided for in Article 17, *Termination by Agency*, of this Agreement.

~~18.4 The withdrawn or terminated Member shall be responsible for any applicable deductible that would have been applied related to a claim the same as if the Member was still in good standing with the Agency.~~

~~18.45 Any withdrawing or terminated Member may shall not be permitted to rejoin the Agency, or allowed to submit an application to rejoin the Agency for a period of three (3) years after the effective date of the Member's withdrawal or termination without Board approval.~~

ARTICLE 19

Termination and Distribution

19.1 This Agreement may be terminated at any time by the written consent of three-fourths (75%) of the Members, provided, however, that this Agreement and Agency shall continue to exist for the purpose of paying all debts and liabilities, disposing of all Claims, distributing net assets, and otherwise ~~winding up and~~ liquidating the affairs of the Agency. The Board of Directors is vested with all powers of the Agency during such ~~winding up and~~ liquidation, including the power to require Members, including those ~~which~~ who were ~~are~~ Members at the time the claim arose or at

Agenda Item # 6c.

the time the loss was incurred, to pay their share of any additional amount of Reassessment deemed necessary by the Board for final disposition of all Claims, losses, and liabilities covered by this Agreement. Such additional Reassessment shall be determined and thereafter adjusted, if necessary.

- 19.2 Upon termination of this Agreement, all assets of the Agreement Agency shall be distributed only among the parties that are Members in good standing of the Joint Protection Program Agency on the date of termination of this Agreement. ~~The assets shall be distributed~~ in accordance with and proportionate to their ~~cash payments~~ Assessment, Reassessment and property contributions made during the term of this Agreement. The Board shall determine such distribution within six (6) months after the last pending claim or loss covered by this Agreement has been finally disposed of.
- 19.3 The Board is vested with all powers of the Agency for the purpose of winding-up liquidating and dissolving the business affairs of the Agency. These powers shall include the power to require Members, including those which were Members at the time the claim arose or at the time the loss was incurred, to pay their share of any additional amount of assessment deemed necessary by the Board for final disposition of all Claims and losses covered by this Agreement. A Member's share of such additional assessment shall be determined on the same basis as that provided for annual assessments, and shall be treated as if it were the next year's annual assessment for that Member.

ARTICLE 20

Bylaws and Manual Policy, Procedures and Member Standards

The Board ~~has developed~~ may adopt Agency Bylaws, ~~and a policy~~ ies, ~~and~~ procedures, ~~manual and Member Standards or other documents~~ that governs the day-to-day operations of the Agency. Each Member shall have access in electronic or written format. ~~electronically or in written format~~ ~~Each Member shall receive a copy of any Bylaws, policy statement, or manual developed under this Article.~~

ARTICLE 21

Notices

Notices to Members hereunder shall be sufficient if mailed to the last address, or electronic mail, provided to the Agency by the respective Member postal mail will be deemed received three (3) days after mailing.

ARTICLE 22

Amendment

This Agreement may be amended at any time by the written approval of the majority three-quarters (75%) of all Members of the Agency. Amendments to the Agreement shall be adopted by ordinance or resolution of the governing board or council of each Member, signed by an authorized representative of each member, and a certified copy returned to the Agency

ARTICLE 23

Enforcement

The Agency is hereby granted the authority to enforce this Agreement. In the event action is instituted to enforce any term of this Agreement or any term of the Bylaws against any City Member which signed this Agreement, the substantially prevailing party in such dispute shall be entitled to its costs and reasonable attorney's fees.

ARTICLE 24

Prohibition Against Assignment

No Member may assign any right, claim, or interest it may have under this Agreement, except to a successor entity following reorganization. No creditor, assignee, or third-party beneficiary of any Member shall have any right, claim, or title to any part, share, interest, fund, assessment, or asset of the Agency. Should any participating Member reorganize in accordance with the statutes of the State of Washington, the successor in interest, or successors in interest, may be substituted as a Member upon approval by the Board.

ARTICLE 25

Severability

In the event that any article, provision, clause, or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, clauses applications, or occurrences, and this Agreement is expressly declared to be severable.

ARTICLE 26

Agreement Complete

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

ARTICLE 27

Conflicts

In the event of a conflict between this Agreement and the adopted Bylaws, policies, or procedures, or the Member Standards, this Agreement shall take precedence.”

Article 28

Supersession

This Agreement supersedes and replaces all prior Interlocal Agreements and amendments thereto pertaining to the Agency.”

Article 29

Signature in Counterparts

This Agreement may be executed in any number of Counterparts and each of such Counterparts shall for all purposes constitute one Agreement, binding on all Members, notwithstanding that all Members are not Signatories to the same Counterpart. All references herein to this Agreement are deemed to refer to all such Counterparts.

Article 30

Section Headings

The section headings in this Agreement are inserted for convenience only and are not intended to be used in the interpretation of the contents of the sections they identify and introduce.”

Article 31

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.”

Article 32

Time

Time is of the essence in this Agreement and each and every provision hereof.

ARTICLE 332830
Authorization of Signature

Each Member signing this Agreement has passed the required Ordinance or Resolution authorizing and approving this Agreement, a certified copy of which Ordinance or Resolution is attached hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by authorized officials thereof.

Association of Washington Cities (AWC)
Risk Management Service Agency (RMSA)

(Member Name)

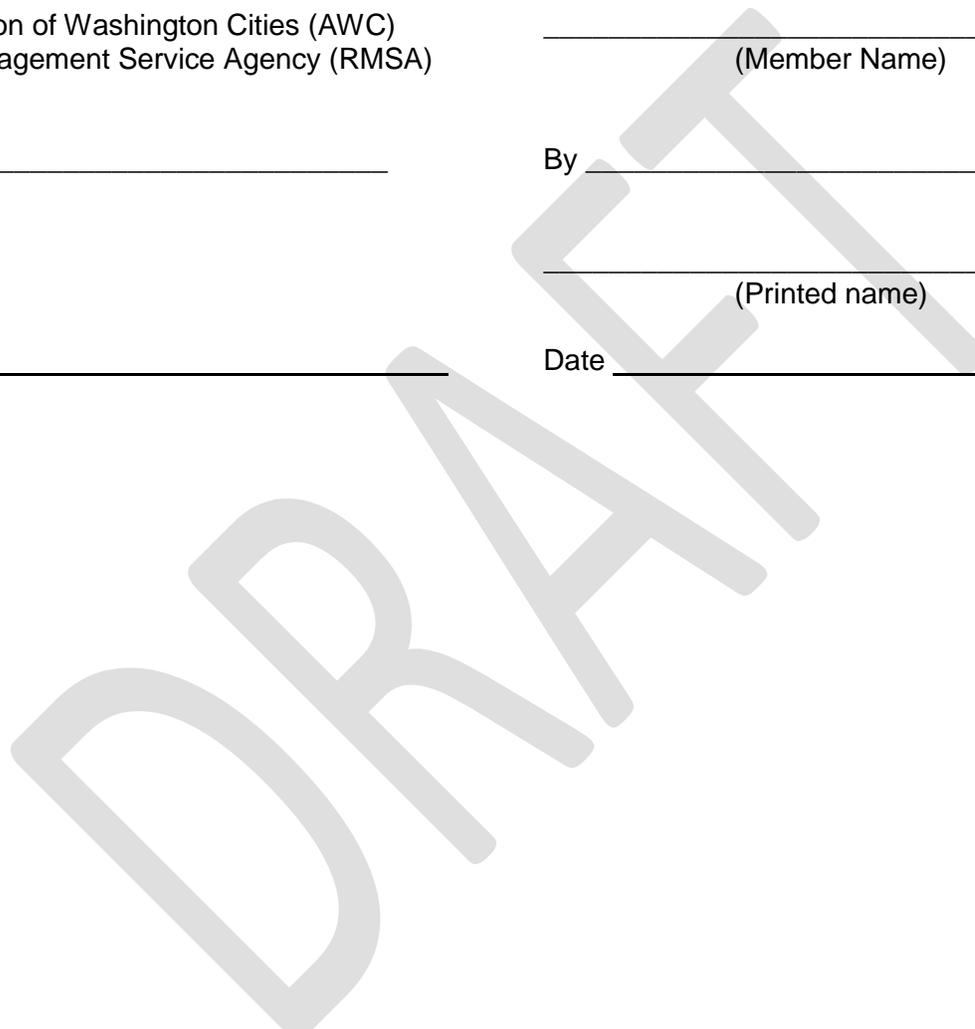
By _____

By _____

_____, Mayor
(Printed name)

Date _____

Date _____



**INTERLOCAL AGREEMENT OF
THE ASSOCIATION OF WASHINGTON CITIES
RISK MANAGEMENT SERVICE AGENCY
(AWC-RMSA)**

TABLE OF CONTENTS

Agenda Item # 6c.

		Page
PREAMBLE	4
RECITALS	4
ARTICLE 1	Definitions	4
ARTICLE 2	Risk Sharing	6
ARTICLE 3	Agency Offices.....	7
ARTICLE 4	Parties to Agreement	7
ARTICLE 5	Term of Agreement	7
ARTICLE 6	Financial Obligations of Agency	7
ARTICLE 7	Powers of the Agency	7
ARTICLE 8	The Board of Directors & their Powers & Responsibilities	8
ARTICLE 9	Operating Committee	9
ARTICLE 10	Coverage	9
ARTICLE 11	Bond Requirements	9
ARTICLE 12	Responsibility of the Agency	9
ARTICLE 13	Responsibilities of Members	10
ARTICLE 14	New Members.....	11
ARTICLE 15	Defense of Agents	11
ARTICLE 16	Withdrawal	11
ARTICLE 17	Termination by Agency	12
ARTICLE 18	Effect of Withdrawal or Termination	12
ARTICLE 19	Termination and Distribution	13
ARTICLE 20	Bylaws, Policy, Procedures and Member Standards	13
ARTICLE 21	Notices.....	13
ARTICLE 22	Amendment	13
ARTICLE 23	Enforcement	14

...

Agenda Item # 6c.

ARTICLE 24	Prohibition Against Assignment.....	14
ARTICLE 25	Severability	14
ARTICLE 26	Agreement Complete	14
ARTICLE 27	Conflicts.....	14
ARTICLE 28	Supersession	14
ARTICLE 29	Signature of Counterparts.....	14
ARTICLE 30	Section Headings	14
ARTICLE 31	Governing Law.....	15
ARTICLE 32	Time.....	15
ARTICLE 33	Authorization of Signature.....	15

...

Agenda Item # 6c.

**INTERLOCAL AGREEMENT:
OF THE ASSOCIATION OF WASHINGTON CITIES
RISK MANAGEMENT SERVICE AGENCY**

PREAMBLE

State law authorizes the formation of pooling organizations to provide insurance, to reduce the amount and frequency of the Members' losses, and to decrease the cost incurred by the Members in the handling and litigation of claims. This Agreement provides for self-insurance pooling and/or the economical purchase of Insurance coverage for Local Governmental Entities. This Agreement is made and entered into in the State of Washington by and among the Members organized and existing under the Constitution or laws of the State of Washington, hereinafter collectively referred to as "Members", and individually as "Member", which are parties signatory to this Agreement.

RECITALS

WHEREAS, Chapter 48.62 RCW provides that two or more local governmental agencies may, by Interlocal Agreement, provide insurance for any purpose by one or more of certain specified methods;

WHEREAS, the Association of Washington Cities, the sponsoring entity, of the Risk Management Service Agency ("Agency"), would like to maintain the long-standing relationship that has been achieved over the years because of the mutual goals of both entities, which is to support all cities and towns in Washington State;

WHEREAS, the Association of Washington Cities as sponsor of the Agency desires to provide its Members, as well as other Local Governmental Entities, the opportunity to jointly self-insure or pool their primary risks to enhance their ability to control their insurance programs and coverages;

WHEREAS, each of the parties to this Agreement desires to join together with the other parties for the purpose of pooling their self-insured losses and jointly purchasing excess insurance and administrative services in connection with a Joint Self-Insurance program for said parties; and

WHEREAS, it appears economically feasible and practical for the parties to this Agreement to do so;

NOW, THEREFORE, in consideration of all of the mutual benefits, covenants and agreements contained herein the parties hereto agree as follows:

**ARTICLE 1
Definitions**

The following definitions shall apply to the provisions of this Agreement:

- 1.1 **"Administrative Agent,"** shall mean the Association of Washington Cities that provides the contracted administrative services for the Agency.
- 1.2 **"Agency"** shall mean the Association of Washington Cities Risk Management Service Agency (RMSA).
- 1.3 **"Agreement"** shall mean the Interlocal Agreement, however amended, among and between the Agency and the Members.

- ...
- 1.4 “**Assessment**” shall mean the monies paid by the Members to the Agency.
 - 1.5 “**Association**” shall mean the Association of Washington Cities.
 - 1.6 “**Board of Directors**” or “**Board**” shall mean the governing body of the Risk Management Service Agency (RMSA) as duly elected by the members of the Agency.
 - 1.7 “**Bylaws**” shall mean the document(s) that provides for the governance and operation of the Agency. “Bylaws” mean the Bylaws adopted by the Board of Directors of the Agency and all duly adopted amendments and revisions thereto, however amended.
 - 1.8 “**Claim(s)**” means a demand for payment for damages against the Agency arising out of occurrences within the Coverage Agreement; or policy benefit because of the occurrence of an event that includes, but is not limited to, the destruction or damage of property or reputation, bodily injury or death and alleged civil rights violations.
 - 1.9 “**Coverage Agreement**” shall mean the coverage document(s) established by the Board of Directors and intended to address the general claim operations of the Agency.
 - 1.10 “**Excess insurance**” shall mean that insurance purchased or other financing arrangements made on behalf of the Agency to protect the funds of the Agency against catastrophes or against an unusual frequency of losses during a single year.
 - 1.11 “**Fiscal Year**” shall mean that period of 12 months, from January 1 to December 31, which is established as the fiscal year of the Agency.
 - 1.12 “**Insurance**” shall mean and include self-insurance through a funded program and/or commercial insurance contract.
 - 1.13 “**Interlocal Agreement**” means an Agreement established under the Interlocal Cooperation Act defined in Chapter 39.34 RCW which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and therefore, to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.
 - 1.14 “**Joint Self-Insurance Program**” means two or more Local Government Entities which have entered into a cooperative risk sharing Agreement subject to regulation under Chapter 48.62 RCW.
 - 1.15 “**Local Governmental Entity**” shall mean every unit of local government, both general purpose and special purpose, and shall include, but not be limited to, counties, cities, towns, port districts, public utility districts, water districts, sewer districts, fire protection districts, irrigation districts, metropolitan municipal corporations, conservation districts, and other political subdivisions, governmental subdivisions, municipal corporations, and quasi municipal corporations.
 - 1.16 “**Member**” – shall mean any eligible entity which participates in the Agency, pays the annual Assessment and is signatory to the Agency’s Interlocal Agreement.
 - 1.17 “**Member Standards**” shall mean the required and advisory standards adopted by the Board of Directors in an effort to provide consistent administrative practices for members, with the goal of reducing property and liability losses.
 - 1.18 “**Operating Committee**” shall mean the standing advisory committee to the Board.

...

Agenda Item # 6c.

- 1.19 **“Reassessment”** shall mean additional monies paid by the Members to the Joint Self-Insurance Program if claims shall exceed assets.
- 1.20 **“Risk Sharing”** means a decision by the Members of a Joint Self Insurance program to jointly absorb certain or specific financial exposures to risks of loss through the creation of a formal program of advance funding of actuarially determined anticipated losses; and/or joint purchase of Insurance or reinsurance as a Member of a Joint Self-Insurance program formed under Chapter 48.62 RCW.
- 1.21 **“Signatory”** or **“Signatories”** shall mean those parties who sign this Agreement, including execution by counterpart, thereby becoming a Member of the Agency bound by the terms of this Agreement.
- 1.22 **“Special Committee”** – shall mean committees of the Agency created by the Board of Directors.

ARTICLE 2 Risk Sharing

- 2.1 This Agreement is entered into by the Members to provide for Joint Self-Insurance pooling and/or the economical purchase of Insurance coverage, risk management services, and property and liability claims administration. Furthermore, the purpose of the Agreement is to reduce the amount and frequency of the Members' losses and to decrease the cost incurred by the Members in the handling and litigation of claims. This purpose shall be accomplished through the exercise of the powers of the Members jointly in the creation of a separate public Agency, the Association of Washington Cities Risk Management Service Agency, to direct and administer a Joint Self-Insurance Program wherein the Members will engage in certain activities, including but not limited to the following:
 - 2.1.1 Risk Sharing
 - 2.1.2 Joint purchase of insurance which may include, but is not limited to Excess and or reinsurance; and
 - 2.1.3 Joint purchase of administrative and other services including:
 - 2.1.3.1 Claims adjusting;
 - 2.1.3.2 Data processing;
 - 2.1.3.3 Risk management consulting;
 - 2.1.3.4 Loss prevention;
 - 2.1.3.5 Legal; and
 - 2.1.3.6 Miscellaneous related services.
- 2.2 It is also the purpose of the Agreement to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional Local Government Entities organized and existing under the Constitution or laws of the State of Washington as may desire to become parties to this Agreement and Members of the Agency, subject to approval by the Board of Directors.

- ...
- 2.3 This Agreement may but is not required to provide, to the extent permitted by law, that the Agency may, at the discretion of its directors, contract with non-member Local Government Entities in the State of Washington.

**Article 3
Agency Offices**

- 3.1 **Principal Executive Office**
The principal executive office for the transaction of business of the Agency shall be located at 1076 Franklin St. SE, Olympia, WA 98501. The Administrative Agent in cooperation with the Board of Directors of the Agency shall have the authority to change the location of the principal executive office from time to time.
- 3.2 **Other Offices**
Other business offices may be at any time be established by the Administrative Agent in cooperation with the Board of Directors of the Agency at any place or places where the Agency is qualified to do business.

**ARTICLE 4
Parties to Agreement**

Each party to this Agreement certifies that it intends to and does contract with all other parties who are Signatories of this Agreement and, in addition, with such other parties as may later be added to and Signatories of this Agreement pursuant to Article 14. Each party to this Agreement also certifies that the deletion of any party from this Agreement, pursuant to Articles 16 and 17, shall not affect this Agreement nor such party's intent to contract as described above with the other parties to the Agreement then remaining.

**ARTICLE 5
Term of Agreement**

This Agreement shall become effective on January 1, 2017, and shall be of unlimited duration, but not less than one year, and will continue unless terminated as hereinafter provided in Article 19.

**ARTICLE 6
Financial Obligations of Agency**

Pursuant to Chapter 48.62 RCW, of the State of Washington, the debts, liabilities, and obligations of the Agency shall not constitute debts, liabilities, or obligations of any Member to this Agreement.

**ARTICLE 7
Powers of the Agency**

- 7.1 Agency shall have the powers provided for by law and is hereby authorized to do all acts necessary for the exercise of said powers, including, but not limited to, any or all of the following:
 - 7.1.1 Contract or otherwise provide for risk management, claims administration and loss prevention services;
 - 7.1.2 Contract or otherwise provide legal counsel for the defense of Claims and/or other legal services;
 - 7.1.3 Consult with the Washington State Risk Manager and State Auditor;
 - 7.1.4 Jointly purchase Insurance coverage in such form and amount as the organization's participants may by contract agree;
 - 7.1.5 Incur debts, liabilities, or obligations;

- 7.1.6 Acquire, receive, hold, or dispose of property, funds, services, and other forms of assistance from persons, firms, corporations, and governmental entities;
 - 7.1.7 Sue and be sued in its own name;
 - 7.1.8 Hire employees and agents; and
 - 7.1.9 Exercise all powers necessary and proper to carry out the terms and provisions of this Agreement, or otherwise authorized by law.
- 7.2 Said powers shall be exercised to the terms hereof and in the manner provided by law.

ARTICLE 8

The Board of Directors and their Powers and Responsibilities

- 8.1 The Agency, its funds and service programs shall be administered by a Board of Directors.
- 8.2 Number of directors
There shall be seven (7) directors of the Agency, who shall be elected officials representing members of the Agency.
- 8.3 Acceptance of Appointment by directors
Each director shall sign a document accepting their appointment as director and agreeing to abide by the terms and provisions of this Agreement and the Bylaws.
- 8.4 Powers and Responsibilities of the Board of Directors
The Board of Directors of the Agency shall have the following powers and functions:
 - 8.4.1 The Board shall have the power to review, amend, modify, adopt, override, or reject the Operating Committee's recommendations.
 - 8.4.2 The Board shall review, modify if necessary, and approve the annual operating budget of the Agency.
 - 8.4.3 The Board shall receive and review periodic accountings of all funds of the Agency.
 - 8.4.4 Annually the Board shall review, amend, adopt, or reject the Operating Committee's recommendation of the Assessment, or Reassessment rate to be charged to the Members of the Agency.
 - 8.4.5 The Board may review, modify if necessary, and approve the Coverage Agreement, the Agency's Bylaws, policies and Member Standards.
 - 8.4.6 The Board shall have the power to conduct all business on behalf of the Agency, which the Agency may conduct under the provisions hereof and pursuant to law.
 - 8.4.7 The Board shall determine and select Insurance, necessary to carry out the Joint Self-Insurance Program for the Agency.
 - 8.4.8 The Board shall have authority to contract for or develop various services for the Agency, including, but not limited to, an Administrative Agent, claims adjusting, loss prevention, risk management consulting services, independent actuary services, insurance brokerage services, independent claims auditing services, and legal counsel.

...

Agenda Item # 6c.

- 8.4.9 The Board shall have such other powers and functions as are provided for in this Agreement, and the Bylaws, which are necessary to implement the purposes of this Agreement, including, but not limited to, the power to authorize contracts.

**ARTICLE 9
Operating Committee**

The Operating Committee shall consist of nine (9) representatives from Members. All members of the Operating Committee shall be non-elected officials. It is the Board's intent that the Operating Committee is advisory to the Board and/or the Administrative Agent, regarding the operations of the Agency.

**ARTICLE 10
Coverage**

- 10.1 The type and limits of the Insurance coverage provided for Members by the Agency shall be established by the Board of Directors.
- 10.2 The Board may approve purchase of additional types or limits of coverage for Members interested in obtaining additional types or limits of coverage at additional cost to those Members. Such additional cost may include an administrative fee for the Agency's services.
- 10.3 The Board may arrange for the purchase of any other Insurance or services deemed necessary to protect the Agency or funds held by the Agency against catastrophe.

**ARTICLE 11
Bond Requirements**

The Board may require that the Administrative Agent authorized to disburse funds of the Agency, provide a fidelity bond in the amount as set by the Board, and provide that such bond be paid by the Agency.

**ARTICLE 12
Responsibility of the Agency**

The Agency shall perform the following functions in discharging its responsibilities under this Agreement:

- 12.1 Provide Insurance coverage as deemed necessary, including but not limited to a self-insurance fund and commercial insurance, as well as excess coverage or reinsurance, and other insurance. Such insurance, to be arranged by negotiation or bid, and/or purchase, as necessary;
- 12.2 Assist each Member's designated risk manager with the implementation of the risk management functions within the Member entity;
- 12.3 Provide loss prevention consulting services to Members as required;
- 12.4 Provide Claim adjusting and subrogation services for Claims covered by the Agency's Coverage Agreement;
- 12.5 Provide loss analysis by the use of statistical studies, data processing, and record and file-keeping services, to identify high exposure operations and to evaluate proper levels of self-retention and deductibles;
- 12.6 Assist Members, as requested, with review of their contracts to determine sufficiency of indemnity and insurance provisions;

...

Agenda Item # 6c.

- 12.7 Conduct risk management audits to review the participation of each Member in the program. The audit shall be performed by appointed Agency staff or, at the discretion of the Administrative Agent, and/or an independent auditor may be retained by contract to conduct the audits;
- 12.8 Provide for the defense of any civil action or proceeding brought against any officer, employee, Board member, or other agent of the Agency, in their official or individual capacity or both, on account of an act or omission within the scope of their agency as an agent of the Agency;
- 12.9 Abide by the rules and regulations as stated or hereinafter amended of RCW Chapter 48.62 and WAC 200-100; and
- 12.10 The Agency shall have such other responsibilities as deemed necessary by the Board of Directors in order to carry out the purposes of the Agreement.

ARTICLE 13 Responsibilities of Members

Members shall have the following responsibilities:

- 13.1 All Members must maintain membership in the Association of Washington Cities.
- 13.2 Each Member shall appoint an employee of the member entity to be responsible for the risk management function within that member entity and to serve as a liaison between the Member and the Agency.
- 13.3 Each Member shall implement a risk management policy which shall include implementing loss prevention recommendations, and complying with the Member Standards.
- 13.4 Each Member shall be responsible for payment of any Member-elected deductible, and/or appropriate deductible associated with the Member Standards.
- 13.5 Each Member shall promptly pay its Assessment, Reassessment, and any readjusted amount promptly to the Agency when due. After withdrawal or termination, each Member shall pay promptly to the Agency its share of any Reassessment and accrued interest at a rate determined by the Board, when and if required of it by the Board.
- 13.6 Each Member shall provide the Agency with such other information or assistance as may be necessary for the Agency to carry out the provisions of this Agreement.
- 13.7 Each Member shall in any and all ways cooperate with and assist the Agency, and any insurer of the Agency, in all matters relating to this Agreement and covered losses, and will comply with all Bylaws, policies, procedures and Member Standards as adopted or amended by the Board of Directors.
- 13.8 All members shall cooperate with the Agency and assist with any investigations, settlement discussions, defense or prosecution of suits, and cooperate and assist the Agency in enforcing any right of contribution, indemnity, or subrogation in which the Agency may have an interest by virtue of a payment made pursuant to the Bylaws, this Agreement, or the Coverage Agreement. Members shall also assist the Agency and attend hearings and trials as well as secure and give evidence and obtain the attendance of witnesses. Further, the members shall undertake appropriate due diligence and concur in exercising all things reasonably practicable to avoid or diminish any loss of or damage to the property insured under this agreement.

ARTICLE 14

New Members

- 14.1 Additional Members shall be permitted to become Signatories to this Agreement. All potential members to the Agency must be members of the Association of Washington Cities or become members prior to acceptance into the Agency. The Agency shall allow entry into the program of new members approved by the Board of Directors at such time during the year as the Board deems appropriate.
- 14.2 Members entering under this Article may be required to pay their share of expenses as determined by the Board, including those necessary to analyze their loss data and determine their Assessment.

ARTICLE 15

Defense of Agents

- 15.1 For purposes of this article, "agent" means any person who is or was: a director, an Operating Committee member, a Special Committee member, an officer, or an agent acting on behalf of the Agency or Administrative Agent.
- 15.2 The Agency shall provide for the defense of any agents and paying of any valid judgments and claims brought against any such agent arising from their actions or conduct in their official or individual capacity or both, on account of an act or omission within the scope of their responsibility; provided, however, this section shall not apply to those occurrences covered by an Agency policy of liability insurance or if the claim or judgment results from the intentional misconduct of said agent.

ARTICLE 16

Withdrawal

- 16.1 A Member signing this Agreement may not withdraw as a party to this Agreement and as a Member of the Agency for a one-year period commencing on the date said Member signs the Agreement.
 - 16.1.1 After the initial one-year non-cancellable commitment provided pursuant to this Agreement, a Member may withdraw only at the end of the Agency's Fiscal Year, provided the Member has given the Agency a minimum of 12-month written notice of its intent to withdraw from this Agency.
- 16.2 A Member shall be entitled to withdraw from the Agency where the Member presents to the Board of Directors evidence demonstrating a material breach of contract by the Agency as regards its obligations to the Member. The Member shall be allowed to withdraw from the agency within ninety (90) days of any finding by the Board of Directors that a material breach of contract by the Agency has occurred. The withdrawal of any Member under the conditions identified here shall not however free it from any and all requirements made of any withdrawing Member.
- 16.3 No Member withdrawing from the agency shall be entitled to payment or return of any Assessment, Reassessment, contributions or monies contributed to the Agency or to the distribution of any assets of the Agency.

ARTICLE 17

Termination by Agency

- 17.1 The Agency shall have the right to terminate any Member's participation in the Agreement upon a motion approved by a vote of 66% or more of the entire Board of Directors. Prior to taking action on such a motion, the Board may, but is not required to, request that the Operating Committee review and make recommendations to the Board on any allegation giving rise to the request to

terminate, including but not limited to failure to: comply with a written condition, disregard of risk management recommendations or Member Standards, noncompliance with any provision of this Agreement, and/or the Bylaws of the Agency.

- 17.2 Any Member so terminated from the Agency, shall be given at least one hundred eighty (180) days notice prior to the effective date of the termination. Any Member so terminated shall have a period of up to six (6) months coverage under the terms of this Agreement, or may affect alternate insurance or self-insurance arrangements if it so desires. Upon written receipt of confirmation from the terminating Member that the terminating Member has in force valid insurance or membership in another risk sharing pool, the effective date of the termination may be adjusted by the Agency. Any Member so terminated shall be treated as if it had voluntarily withdrawn.
- 17.3 Upon termination from this Agreement, a Member shall not be entitled to payment or return of any Assessment, Reassessment, contributions or monies contributed to the Agency or to the distribution of any assets of the Agency.

ARTICLE 18

Effect of Withdrawal or Termination

- 18.1 The withdrawal of any Member from this Agreement shall not terminate the same for purposes of continuing to comply with all conditions and requirements of the Agreement, and survives the withdrawal or termination of any Member.
- 18.2 No Member by withdrawing or terminating from the Agreement shall be entitled to payment or return of any Assessment, Reassessment, consideration of property paid, or donated by the Member to the Agency, or to any distribution of assets.
- 18.3 The withdrawal or termination of any Member shall not cease its responsibility to contribute its share or Assessment, Reassessment, or funds to any fund or Joint Self-Insurance program created by the Agency until all Claims, or other unpaid liabilities, covering the period the Member was Signatory hereto have been finally resolved and a determination of the final amount of payments due by the Member or credits to the Member for the period of its membership has been made by the Board of Directors. In connection with this determination, the Board may exercise similar powers to those provided for in Article 17, *Termination by Agency*, of this Agreement.
- 18.4 The withdrawn or terminated Member shall be responsible for any applicable deductible that would have been applied related to a claim the same as if the Member was still in good standing with the Agency.
- 18.5 Any withdrawn or terminated Member may not be permitted to rejoin the Agency, or allowed to submit an application to rejoin the Agency for a period of three (3) years after the effective date of the Member's withdrawal or termination without Board approval.

ARTICLE 19

Termination and Distribution

- 19.1 This Agreement may be terminated at any time by the written consent of three-fourths (75%) of the Members, provided, however, that this Agreement and Agency shall continue to exist for the purpose of paying all debts and liabilities, disposing of all Claims, distributing net assets, and otherwise liquidating the affairs of the Agency. The Board of Directors is vested with all powers of the Agency during such liquidation, including the power to require Members, including those who were Members at the time the claim arose or at the time the loss was incurred, to pay their share of any additional amount of Reassessment deemed necessary by the Board for final disposition

of all Claims, losses, and liabilities covered by this Agreement. Such additional Reassessment shall be determined and thereafter adjusted, if necessary.

- 19.2 Upon termination of this Agreement, all assets of the Agency shall be distributed only among the parties that are Members in good standing of the Agency on the date of termination of this Agreement. The assets shall be distributed in accordance with and proportionate to their Assessment, Reassessment and property contributions made during the term of this Agreement. The Board shall determine such distribution within six (6) months after the last pending claim or loss covered by this Agreement has been finally disposed of.
- 19.3 The Board is vested with all powers of the Agency for the purpose of liquidating and dissolving the business affairs of the Agency. These powers shall include the power to require Members, including those which were Members at the time the claim arose or at the time the loss was incurred, to pay their share of any additional amount of assessment deemed necessary by the Board for final disposition of all Claims and losses covered by this Agreement. A Member's share of such additional assessment shall be determined on the same basis as that provided for annual assessments, and shall be treated as if it were the next year's annual assessment for that Member.

ARTICLE 20

Bylaws, Policy, Procedures and Member Standards

The Board may adopt Agency Bylaws, policies, procedures, and Member Standards or other documents that govern the day-to-day operations of the Agency. Each Member shall have access in electronic or written format.

ARTICLE 21

Notices

Notices to Members hereunder shall be sufficient if mailed to the last address, or electronic mail, provided to the Agency by the respective Member. Postal mail will be deemed received three (3) days after mailing.

ARTICLE 22

Amendment

This Agreement may be amended at any time by the written approval of the majority of all Members of the Agency. Amendments to the Agreement shall be adopted by ordinance or resolution of the governing board or council of each Member, signed by an authorized representative of each member, and a copy returned to the Agency

ARTICLE 23

Enforcement

The Agency is hereby granted the authority to enforce this Agreement. In the event action is instituted to enforce any term of this Agreement or any term of the Bylaws against any City Member which signed this Agreement, the substantially prevailing party in such dispute shall be entitled to its costs and reasonable attorney's fees.

ARTICLE 24

Prohibition Against Assignment

No Member may assign any right, claim, or interest it may have under this Agreement, except to a successor entity following reorganization. No creditor, assignee, or third-party beneficiary of any Member shall have any right, claim, or title to any part, share, interest, fund, assessment, or asset of the Agency. Should any participating Member reorganize in accordance with the statutes of the State of Washington, the successor in interest, or successors in interest, may be substituted as a Member upon approval by the Board.

**ARTICLE 25
Severability**

In the event that any article, provision, clause, or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, clauses applications, or occurrences, and this Agreement is expressly declared to be severable.

**ARTICLE 26
Agreement Complete**

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

**ARTICLE 27
Conflicts**

In the event of a conflict between this Agreement and the adopted Bylaws, policies, procedures, or the Member Standards, this Agreement shall take precedence.”

**Article 28
Supersession**

This Agreement supersedes and replaces all prior Interlocal Agreements and amendments thereto pertaining to the Agency.”

**Article 29
Signature in Counterparts**

This Agreement may be executed in any number of Counterparts and each of such Counterparts shall for all purposes constitute one Agreement, binding on all Members, notwithstanding that all Members are not Signatories to the same Counterpart. All references herein to this Agreement are deemed to refer to all such Counterparts.

**Article 30
Section Headings**

The section headings in this Agreement are inserted for convenience only and are not intended to be used in the interpretation of the contents of the sections they identify and introduce.

**Article 31
Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

**Article 32
Time**

Time is of the essence in this Agreement and each and every provision hereof.

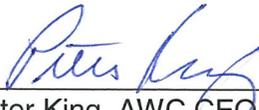
**ARTICLE 33
Authorization of Signature**

Each Member signing this Agreement has passed the required Ordinance or Resolution authorizing and approving this Agreement, a copy of which Ordinance or Resolution is attached hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by authorized officials thereof.

Association of Washington Cities (AWC)
Risk Management Service Agency (RMSA)

(Member Name)

By 
Peter King, AWC CEO

By _____

_____, Mayor
(Printed name)

Date 9/14/16

Date _____



MEETING DATE: November 22, 2016 **Agenda Item # 6d.**

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

TITLE:

2017 Contract for Animal Sheltering Services

Department: Police	Date of First Reading:
Originator: Staff	Date of Second Reading:
Assigned to: Bob Sheehan, Police Chief	Date of Public Hearing:

BUDGET IMPACT: Yes No

FUND:

Amount Budgeted	\$10,000.00	General
Additional Required		

DETAILED SUMMARY STATEMENT:

This is the annual renewal of the sheltering contract with the Tacoma and Pierce County Humane Society. This contract calls for the City of DuPont to pay \$6,168.00 to the Society which is a \$108.84 increase from last year.

This contract will allow the Tacoma and Pierce County Humane Society to furnish and maintain a suitable shelter for the handling of stray, impounded and unwanted companion animals turned over to the Society by DuPont or its residents.

This contract recognizes that the City of DuPont contracts with Lakewood for Animal Control Services.

RECOMMENDATION:

Staff recommends acceptance of this contract.

2017 CONTRACT FOR SHELTERING SERVICES

The parties to this contract for sheltering services, hereinafter referred to as “Contract,” are the City of DuPont, a political subdivision of the State of Washington, hereinafter referred to as “DuPont,” and The Humane Society for Tacoma and Pierce County, a non-profit corporation formed and operating pursuant to RCW 16.52.020, hereinafter referred to as the “Society.” The terms of this Contract shall cover the period from January 1, 2017 through December 31, 2017.

WHEREAS, the Society presently offers to residents of DuPont a full time staff which provides animal care, administrative services and veterinary services;

WHEREAS, DuPont wishes to contract with the Society for sheltering services, and the Society has agreed to provide those services under the terms of this Contract;

NOW, THEREFORE, the Society, in consideration of DuPont’s promises, agrees and promises as follows:

(1) To furnish and maintain a suitable shelter for the handling of stray, impounded and unwanted companion animals turned over to the Society by DuPont or its residents. Companion animals are specifically defined as dogs, cats, domestic birds, domestic rabbits and small domestic rodents. Companion animals specifically exclude feral cats, livestock (horses, cows, pigs, sheep, goats, fowl, etc.) venomous or dangerous reptiles and wild or exotic animals. Such facility shall include cat kennels and dog kennels, as well as facilities for the humane disposal of sick and injured companion animals. The facility will provide disposal services for animals deceased upon arrival or during the time of sheltering. Impounded animals awaiting disposition by the courts will be held for up to 15 days without additional charge. After 15 days, board will be charged to DuPont at the rate of \$10 per day per companion animal.

(2) To keep the shelter staffed and open for the purposes of receiving companion animals and allowing such animals to be redeemed during regular business hours, Monday

...

Agenda Item # 6d.

through Saturday; provided that, the Society shall establish and maintain 7-day per week, 24-hour per day access for DuPont animal control officers to drop off companion animals or carcasses outside of normal shelter hours. Note – DuPont contracts Animal Control Services with the City of Lakewood. All references in this agreement to “DuPont Animal Control Officer” refers to any commissioned law enforcement officer and any commissioned animal control officer e.g. City of Lakewood Animal Control Officer with jurisdiction with the City of DuPont. It is understood that this does not include responsibility for care of sick or injured companion animals outside of normal shelter hours. The Society will provide a location within the shelter and the protocols for DuPont animal control officers to drop off animals after hours.

(3) To provide orientation and training to DuPont animal control officers and other city staff to the Society shelter and its admissions policies, practices and other Society operations as appropriate.

(4) To maintain complete records of animals received and animals disposed of on behalf of DuPont and other entities with whom DuPont has contracted.

(5) To provide computer access to DuPont animal control officers for data entry into the database software of animals picked up by City of DuPont animal control officers.

(6) To provide basic blood draw, fecal sample, lab tests and weight at time of admission for animals involved in cruelty investigation, per request of the DuPont animal control officers. This service will be offered for cases of one to two animals and may be repeated weekly as deemed necessary by the veterinarian staff at the Society. The costs associated with the lab tests will be borne by DuPont through additional billings. Cruelty cases involving more than two animals and/or needing detailed history and physical exams are to be performed by an outside veterinarian of DuPont’s choice.

(7) To procure and maintain comprehensive general liability insurance, and professional liability insurance, with limits not less than \$1,000,000.00 (\$500,000.00 bodily and

...

Agenda Item # 6d.

personal injury and property damage insurance.) DuPont is to be named as an additional insured as respects this Contract and such insurance as is carried by the Society is primary over any insurance carried by DuPont. In the event of a non-renewal, cancellation or material change in the coverage provided, 30 days' written notice will be furnished to DuPont prior to the date of non-renewal, cancellation or change. Such notice shall be sent to the City Clerk, City of DuPont, 1700 Civic Drive, DuPont, Washington 98327, (253) 964-8121. DuPont has no obligation to report occurrences unless a claim is filed with DuPont, and DuPont has no obligations to pay premiums on such insurance.

(8) To furnish equipment and supplies used in the performance of the Society's obligations arising from this Contract, except equipment and supplies which DuPont expressly promises to furnish.

(9) To hold harmless, indemnify and defend DuPont and its officers, officials and employees from any claim, liability, lawsuit or legal judgment arising from or out of the negligent or tortious actions or inactions of the Society in its performance of the activities and services set forth in this Agreement to be performed by the Society. The Agreement to indemnify, defend and hold harmless DuPont by the Society shall not apply to any loss, claim, liability, lawsuit or legal judgment arising from the sole negligence of DuPont.

DuPont, in consideration of the Society's promises, agrees and promises as follows:

(1) To pay to the Society \$6,168.00 for the year 2017, payable in monthly payments of \$514.00 starting as of January 1, 2017, due on or before the 10th of each month, with the final payment due December 10, 2017. Any payment over 30 days late may cause a suspension of service and a one percent penalty will automatically be charged.

(2) To allow the Society to retain all adoption, impound, board, fines and other fees collected from the public for animals accepted into the shelter since the Society has factored retention of such fees into the cost of the Contract.

...

Agenda Item # 6d.

(3) To provide public disclosure of the level of services provided, services not covered by the Contract, and referral of citizen inquiries to the appropriate City department at (253) 566-5656.

(4) To provide its own Potentially Dangerous Dog (PDD) and Dangerous Dog (DD) hearings and services. Any euthanasia required by the PDD and DD programs will be paid for by the dog owner.

(5) To be responsible for all veterinarian care including after hours and emergency care through the Animal Emergency Clinic or any other emergency veterinarian *until* the Society accepts the animal. The Society will employ veterinary staff to treat animals once they are admitted to the shelter. DuPont will be responsible for contracting with the Animal Emergency Clinic or other emergency veterinarian for payment of care for stray animals taken to the clinics by its animal control officers or good Samaritans. The Society does not provide emergency veterinary care and animals needing such care should go directly to an emergency veterinary clinic. DuPont is responsible for transporting the animals from the Animal Emergency Clinic to the Society once the animal is stabilized.

(6) DuPont animal control officers must completely and accurately perform the data input required for shelter admission as well as scan each animal for microchips. Officers must also administer vaccines provided by the Society to animals dropped off at the shelter as required by shelter admissions policy. The Society will provide the necessary training for the vaccinations and computer intake requirements. The Society will create and provide the shelter admissions policy. As data accuracy and proper immunization are integral to the shelter intake procedures, officers will be required to proficiently comply with the shelter admission policy. It will be DuPont's responsibility to provide ongoing routine training and quality review. However, if upon quality review by the Society it is shown that an officer is less than 95 percent in compliance the officer will be suspended from being allowed to admit to the shelter. Access

Agenda Item # 6d.

to the shelter can be reinstated one time after additional training by the Society.

(7) To defend the Society and to otherwise hold the Society harmless from any damages or attorney’s fees incurred by the Society as a result of any litigation which names the Society and specifically involves the validity of any municipal or state ordinance.

Mutual Covenants and Understandings – both parties hereto agree to the following conditions:

(1) All persons employed by the Society to perform its obligations under this Contract shall be employees of the Society and not DuPont.

(2) Either party can terminate this Contract upon 90 days written notice.

(3) If this Contract is not terminated by the expiration date of this Contract, or if the parties continue the contract without amendments, it shall remain in full force and effect on a month-to-month basis in accordance with the terms of this Contract at the rate of compensation for the year 2017 plus a 5 percent annual increase.

DATED this 22nd day of November, 2016.

**THE HUMANE SOCIETY
FOR TACOMA AND PIERCE COUNTY**

CITY OF DUPONT

Kathleen Olson

Executive Director

Michael Courts, Mayor

ATTEST:

Karri Muir, CMC, City Clerk

APPROVED AS TO FORM:

Gordon Karg, City Attorney



**Department of Community Development
Report for November 2016**

Planning Commission Work Program - Upcoming:

- Planning Commission:
 - Aaron VanAlstine resigned from the Planning Commission due to work conflicts. Chris Barnes was elected to serve as Chair until next April.
 - Miscellaneous DMC code amendments to implement GMA requirements from the 2015 Comp Plan updated will be heard at December 12th Planning Commission meeting.
- Planning work items:
 - Consultant for Critical Area update has been selected. Contract is being finalized and will be presented to the council on December 13th for authorization for the Mayor to sign. Prepare work plan for 2017.
 - Processing of multiple land use pre-application requests and applications.
 - Developing 2017 Comp Plan update workplan to report to the Council on December 13th.
 - Hilton Home 2 sign variance application was approved by the Hearing Examiner on 11/10/2016.
 - Working on siting options for the DuPont Community Garden which is currently located on the Intel campus.
 - Updating processes and procedures for the Department.
 - Anticipating new commercial permit applications for the Williamson property at the corner of DuPont-Steilacom Rd and Center Drive.

Project Status:

- Barksdale Station: Home 2 Suites (86,945 sf, 140 unit) – Site work and construction is well under way.
- DuPont Station: Fairfield Inn and Suites (49,580 sf, 90 unit) – Site work and construction is well under way.



**Department of Community Development
Report for November 2016**

- Williamson Lot 10 (Intersection of DuPont Steilacoom Road and Center Drive) – Currently performing construction inspections on permitted tenant improvements (Auburn Gymnastics Certificate of Occupancy issued 10/11/16).
- Hoffman Hill Division 4 multi-family (Burnside Place) - four buildings are complete and the fifth building is under construction. Revised Landscaping plan submittal approved 11/9/2016.
- Currently inspecting interior tenant improvements on the Intel property along with site improvement plans.
- The Home Course kitchen project. Phase 1 consists of a 980 square foot Kitchen portion of the planned restaurant. Construction is under way with the shell nearing completion.

Building Permit Fees & Inspections – For the Month of October 2016

- \$461 in revenue from permits / plan review.
- 8 permits were issued.
- 180 inspections were performed.



Public Works Department
Water, Stormwater, Streets, Parks, Rec., Facilities

1700 Civic Drive
DuPont, WA 98327
Ph 253.912.5381 Fax 253.964.1455

Monthly Activity Report for October 2016

Public Works Department – Operations and Maintenance Activity Summary

Operational Highlights

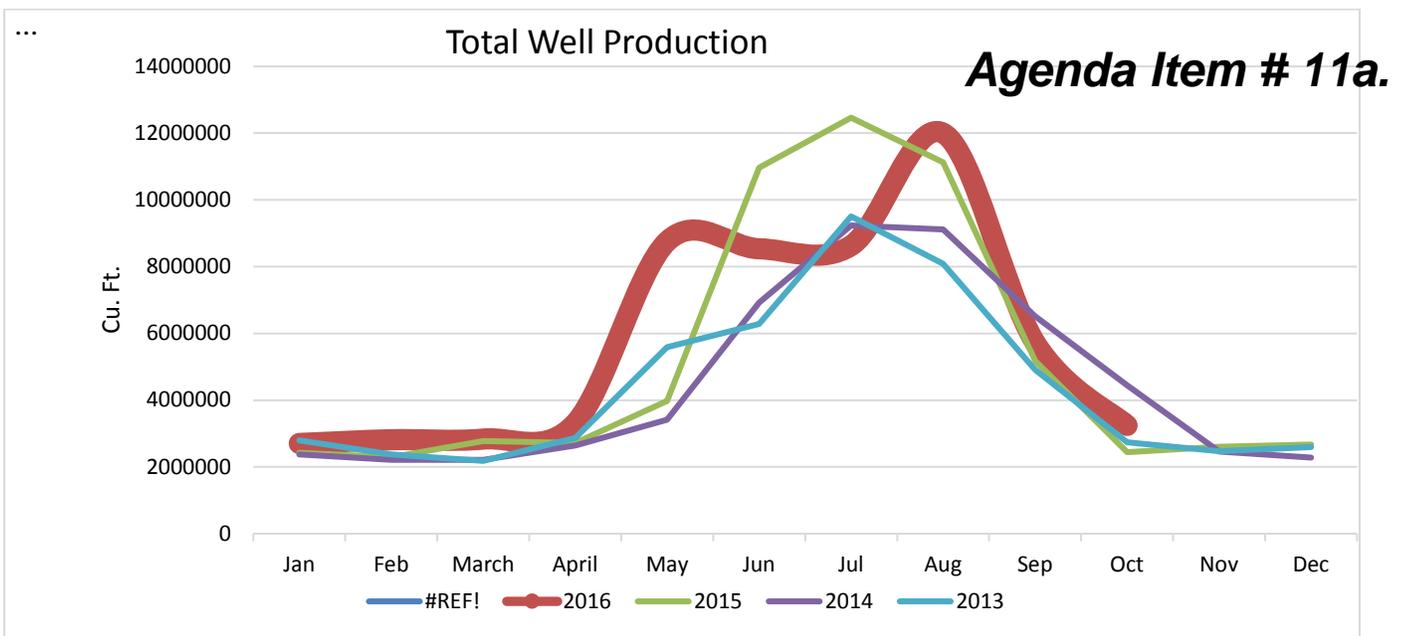
- Pressure Washing of Hoffman Hill Reservoir, Steel Tank, end of September/early October
- Street Markings Replacement end of September/early October (DuPont Station Area, McNeil ST)
- Washington Conservation Corps to assist in Stormwater maintenance in 10/3/16 – 10/14/16; Sinclair DR Stormwater facility adjacent to Chief Leschi Park, and Stormwater facility adjacent to Jensen/Wallace/Ogden
- Fall Clean Up: Saturday 10/8/16
- Historic Village Alley Maintenance: 10/11/16 – 10/14/16
- Storm Recovery 10/14/16 – 10/17/16
 - Removed 12 down trees and various damaged branches on city streets, trails, and parks
- Receipt of replacement Gator utility vehicle used in grounds maintenance 10/27/16

Contracting Highlights

- Water line replacement in the Historic Village in the areas of Barksdale AVE/Penniman ST. Project has been awarded 8/9/16 for \$335K. Started 9/6/16 and to completed by 10/26/16
- Storm Water Facilities upgrades at Edmond Village by Cospier ST and Mitchell AVE, Center DR by Sequelitchew DR, and Palisade Village by Bobs Hollow LN and Hammond AVE. Awarded for \$214K. Started 10/31/16 and to be completed by 12/6/16
- Water pump upgrades at Hoffman Hill; pumps fabrication continues at manufacturer. The companion electrical work has been advertised via Small Works Roster and awarded 10/11/16. Work to start and finish in November 2016.
- Use of Flood Zone Control District Funds for development of maintenance design book on Sequelitchew Creek Trail repair, and the development of a Hydraulic Project Approval (HPA) for maintenance removal of beaver dams impacting the Bell Hill Trails and Bell Marsh.

Water Production

Winter Consumption has shown decrease in water production. This matches historical productions trends from past years. October production was 24.2M Gallons or 3.2M Cubic Feet.



	previous reading	Current reading	total well production	
Bell Hill Well #1	705,695,000	712,811,000	7,116,000	
Bell Hill Well #2	85,483,900	85,488,600	4,700	
Bell Hill Well #3	57,687,300	58,993,200	1,305,900	
Hoffman Hill Well #1	174,096,100	177,999,500	3,903,400	
Hoffman Hill Well #2	1,370,440,000	1,382,363,000	11,923,000	
Oct. 2016			total production all sources gallons	24,253,000
			total production all sources Cu.Ft..	3,242,380

Water Analyses Tally October 2016

We sampled in accordance the DOH Monitoring schedule

Chlorine Residual	60+ assessments
Bacteriological Analysis	12 locations
Nitrate Analysis	5 Locations
Manganese Analysis	1 location

All samples results are posted to the Washington State Department of Health's Web Site several weeks after the test date

<https://fortress.wa.gov/doh/eh/portal/odw/si/Intro.aspx>

Start → Accept → Enter Water system ID 20500 → Submit → look under the "samples tab"

Public Works Photos

Monthly Activity Report for
October 2016

First Use of New Gator Utility Vehicle at Powder Works Soccer Field; Fall Fertilizer



Updates for Building, Community Development, Public Works, Parks/Recreation and



Fall Clean Up, Bulky Waste Site with Goodwill Industries and LeMay Waste Connections

Exterior Power Washing of Hoffman Hill 3M Gallon Reservoir



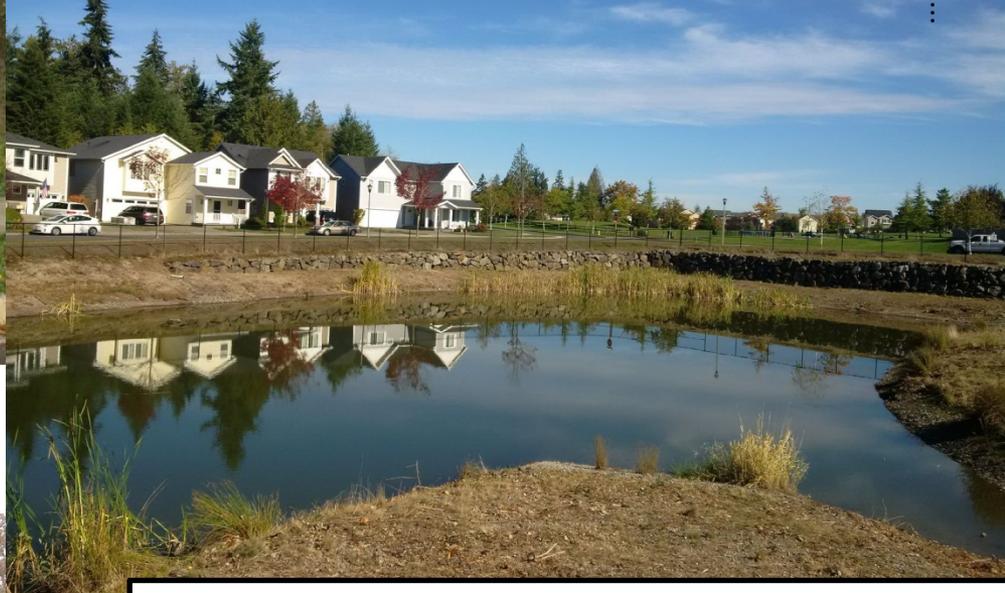
Page 72 of 144



Ross Plaza Grounds Maintenance and Preparations around Voter Ballot Drop Box

Agenda Item #

Washington Conservation Corps, Stormwater Pond Maintenance at Sinclair DR



Street Marking Replacement at McNeil ST and Palisade BLVD



Agenda Item #



Stormwater Improvements at Bob's Hollow Ln and Hammond AVE



Historic Village Waterline Replacement at Barksdale AVE and Penniman ST

Updates for Building, Community Development, Public Works, Parks, Recreation and

Page 73 of 144

	<p>Parks & Recreation Tourism & Museum</p> <p>October 2016</p> <p>1700 Civic Drive DuPont, WA 98327 Ph 253.912.5245 Fax 253.964.1455</p>
---	--

Recreational Programming

Staff is currently working with contractors to emphasize adult fitness programs for the start of 2017. These classes will be held in the Community Center and include yoga, stroller strides and adult aerobic classes.

There are two senior events scheduled for the month of December. Participation is increasing and we are encouraged by the enthusiasm of our seniors. Upcoming events for seniors include:

- December 1 Fantasy Lights Bus Trip
- December 12 Senior Luncheon & ID Theft

Youth basketball season kicks off December 1st, with registration closing on November 18th. The program serves grades K-8.

Staff is currently planning a teen bus trip to Seattle's "Soaring over Washington" for a winter event. The bus will hold up to 50 passengers. A Texting & Driving event is also scheduled for summer of 2017.

DuPont Museum

The Historical Society has been working diligently to update and renovate the Nisqually Tribal display. In the month of October, the Historical Society successfully acquired a historic basket made by Nisqually Tribal members. The museum participated in the downtown fall decorating contest by building a display in front of the library to include information and hours of operation for the museum.

Through October, our visitor count has increased 22.74% since 2015. Through staffing and extended hours, the visitor count has increased 351.49% from 2014.

Tourism

Due to an increase in social media presence, the Tourism and Parks & Recreation Facebook page has increased our "likes" from 346 in February to 743 through October.

Staff and Tourism Board Chair, Mark Horace, met with a business plan consultant to begin work on the tourism strategic business plan. We look forward to presenting this 3-5 year business plan to Council within the first quarter of 2017.

Agenda Item # 11a.

October's Tourism Board meeting included discussions about an events committee. The Board decided that they would like to collectively focus on three to four major events per year and that they would assist with planning and marketing of the selected events. Those events included: Shamrock Walk, Memorial Day, Hudson's Bay Heritage Days and a proposed new event Fall Festival.

Upcoming Events

November 19	Holiday Bazaar
December 3	Santa Breakfast and Tree Lighting
December 1	Senior Fantasy Lights Bus Trip
December 10	Santa's Workshop Museum Fundraiser
December 12	Senior Luncheon and ID Theft



DuPont Police Department

1780 Civic Drive, Suite 100

DuPont, WA 98327

Office (253) 964-7060 Fax (253) 964-8491

Police Department Monthly Report For October 2016

Crime Trends

Below are the Calls for Service (CFS) totals for the month October 2016. The number of CFS for September as well as October of last year are also listed.

<i>Calls for Service (CFS)</i>	<i>October 2016</i>	<i>September 2016</i>	<i>October 2015</i>
Total CFS	523	552	572
DuPont CFS	467	512	480
Traffic Stops	156	229	159
DUIs	4	3	5

There are no significant trends and the statistics for October 2016 are very comparable to October of 2015.

There were no Priority 1 call for October. Priority 2 and 3 calls were both below their 2015 averages of 6:25 and 4:29. The averages for 2015 were 7:29 and 4:25, respectively.

Investigative Information

- ❖ Active cases – 21
- ❖ Closed cases – 0

Detective Cummings is assigned as an Acting Sergeant to fill the position vacated by Sergeant Nelson who is on paternity leave. Acting Sergeant Cummings is still investigating high priority cases. Sergeant Nelson will be returning in November.

Community Policing Updates

Coffee with the Chief was held on Friday, November 14th at Forza. It was well attended and after two years, is still a popular event.

Connect with Kids is still going strong at Chloe Clark Elementary school. The objective of this program is to make sure that at least one morning a week we greet the kids as they arrive for class. I would like to thank Police Volunteer Larry Wilcox and Lieutenant Larry Holt for their consistent attendance.

On October 29th the police department sponsored a fall clean up at a residence in Historic Village. Community Resource Officer Joshua Morley organized the event and volunteers from the community and police department participated.

Also on October 29th, the police department participated in the Seahawks Rally by sponsoring a Child I.D. event. We did this in partnership with Safe Streets and had a turnout of approximately 79 kids. Thanks to Wanda Rochelle from Safe Streets and Community Connector Kelly Limata for helping out with this event.

Note: The police department will not be able to conduct a Child I.D. event at the Holiday Bazaar as previously advertised.

Training

Officers Chung and Barnes attended SECTOR training; Lieutenant Holt and Officer Morley attended the WACOPS conference; Sergeant Saboe completed ICS 300 training; Administrative Specialist Hooft attended the CJIS Security Summit.

Department Updates

The department will be moving forward with developing a drug dog K-9 Unit. The program will begin with training in February of 2017 and should be fully established by July 2017.

We will be conducting emergency vehicle operation training in November at the Washington State Patrol Academy and will have firearms training at JBLM in December.

On October 20th we conducted our Community Connectors meeting in partnership with Safe Streets. There were approximately 20 attendees and the village mapping training went well.

Upcoming Events

The next Coffee with the Chief will be Friday, December 16th from 7:00 a.m. to 9:00 a.m. at Forza.

The next Community Connector training meeting will be held December 8th from 6:00 p.m. until 8:00 p.m. in the E.O.C. room. This meeting will feature Mayor Courts presenting on the need for ALS and the process for achieving it.



Traffic Violations and Arrests – October 2016

Violation Description

Infraction Traffic

TOTAL NUMBER OF TRAFFIC VIOLATIONS ISSUED:	37
TOTAL NUMBER OF VERBAL WARNINGS GIVEN:	63
TOTAL NUMBER OF WRITTEN WARNINGS GIVEN:	1

Misdemeanor (Includes Cite and Release)

Felony

TOTAL ARRESTS

TOTAL NUMBER OF ARRESTS:	8	1	9
--------------------------	---	---	---



Monthly Written Report Synopses - October 2016

Occurred On	Incident No.	Description	Reporting District (RD)	Synopsis
10/1/2016 11:59	1627500651	Family / Domestic Offense - Nonviolent / Interfering	806	Officer responded to a residence for a welfare check called in by the mother of a possible victim. Daughter of the reporting party was involved in a possible domestic violence incident last night.
10/2/2016 21:12	1627601383	Family / Domestic Offense - Nonviolent / Interfering	806	Police responded to a verbal domestic. No crime occurred.
10/3/2016 3:27	1627700153	Traffic - Driving Suspended / Revoked / DWLS / DWLR	933	Officer stopped a vehicle and the driver was cited/released for DWLS/R 3rd.
10/3/2016 20:58	1627701613	Family / Domestic Offense - Nonviolent / Interfering	807	Verbal domestic report. Information only.
10/3/2016 23:40	1627701800	Traffic Offense - Arrest	806	Officer stopped a vehicle and cited/released the driver for Fail to Transfer Title within 45 days and No Insurance.
10/4/2016 0:54	1627800059	Criminal Arrest Warrant	268	Officer stopped a vehicle and the driver was cited and released for DWLS/R 3rd. Driver was then transported to outside agency on an outstanding arrest warrant.



Monthly Written Report Synopses - October 2016

Occurred On	Incident No.	Description	Reporting District (RD)	Synopsis
10/4/2016 7:12	1627800330	Traffic - Driving Suspended / Revoked / DWLS / DWLR	811	Driver was stopped for a traffic infraction. Driver was arrested and the vehicle was impounded.
10/4/2016 17:23	1627801360	Mental - includes Voluntary/Involuntary Commits	806	Officers involuntarily committed a subject under the Involuntary Treatment Act.
10/4/2016 20:49	1627801669	Traffic - Driving Suspended / Revoked / DWLS / DWLR	801	Officer stopped and cited a driver for DWLS/R 3rd.
10/4/2016 23:46	1627801891	Criminal Arrest Warrant	933	Officer arrested a subject for DWLS and an outstanding Felony DOC Escape warrant.
10/6/2016 8:41	1628000419	Mental - includes Voluntary/Involuntary Commits	801	Officers responded to a report of a suicidal resident at a local business.
10/6/2016 9:00	1628001265	Theft - Motor Vehicle (MVTR)	805	Officer took a vehicle theft report of a vehicle stolen between 0900-1200 out of the Super Buffet parking lot.
10/6/2016 12:51	1628000891	Family / Domestic Offense - Nonviolent / Interfering	803	Officer was called to Chloe Clark Elementary for concerns about a student not feeling safe going home after she witnessed parents in an argument at home.
10/8/2016 16:54	1628201158	Family / Domestic Offense - Nonviolent / Interfering	805	Officers responded to a report of a verbal domestic at a local residence.



Monthly Written Report Synopses - October 2016

Occurred On	Incident No.	Description	Reporting District (RD)	Synopsis
10/10/2016 14:27	1628400950	All Other Offenses - Non-Criminal	811	Local citizen reported a suspicious activity.
10/10/2016 21:20	1628401673	Traffic - Driving Suspended / Revoked / DWLS / DWLR	933	Officer stopped a vehicle for fail to transfer title within 45 days and driver was found to be DWLS/R 3rd. Driver cited and released.
10/10/2016 21:45	1628401717	Vehicle Prowl / No Theft / Trespass	801	Citizen reported their vehicle window was smashed out at a local business.
10/11/2016 1:01	1628500084	Traffic - DUI / Driving Under the Influence - Liquor	810	Officer arrested a subject for DUI.
10/11/2016 14:30	1628501057	Traffic - Driving Suspended / Revoked / DWLS / DWLR	811	Driver was stopped for a traffic infraction and was discovered the driver had a suspended license. Driver was issued a NOI and a criminal citation and given a court date.
10/11/2016 22:45	1628501887	Traffic - DUI / Driving Under the Influence - Liquor	801	Officer arrested a motorist for DUI.
10/12/2016 2:33	1628600123	Traffic - Driving Suspended / Revoked / DWLS / DWLR	933	DWLS/R 3RD.
10/12/2016 6:15	1628601506	Traffic - Hit and Run - Non Injury	807	Officer took a report of a hit and run on a city street.
10/12/2016 14:00	1628700869	Theft - All Other Theft/Larceny	811	Citizen reported theft of political signs.



Monthly Written Report Synopses - October 2016

Occurred On	Incident No.	Description	Reporting District (RD)	Synopsis
10/12/2016 23:24	1628601790	Criminal Arrest Warrant	805	Officer arrested a subject for DWLS/R 3rd and an outstanding DuPont warrant.
10/13/2016 18:45	1628701350	Family / Domestic Offense - Nonviolent / Interfering	801	Officer responded to a separated domestic. Report written and forwarded to prosecutor for review.
10/13/2016 20:00	1629301230	Fraud - Identity Theft	811	Victim reported an attempted fraud.
10/13/2016 22:14	1628701611	Assist Other Jurisdiction / Agency	15	Officer assisted WSP with a suicidal male.
10/14/2016 3:19	1628800163	Traffic - Driving Suspended / Revoked / DWLS / DWLR	15	Officer stopped a vehicle and cited the driver for DWLS/R 1st.
10/14/2016 6:50	1628801271	Destruction / Damage / Vandalism of Property	809	Employee from a local business reported damage to his vehicle.
10/16/2016 2:00	1629000149	Family / Domestic Offense - Nonviolent / Interfering	810	Domestic Disturbance- Verbal.
10/16/2016 9:42	1629000392	Traffic - Driving Suspended / Revoked / DWLS / DWLR	805	Officer made a traffic stop and driver was cited and released for DWLS/3rd.
10/17/2016 9:29	1629100459	Theft - From Motor Vehicle - Vehicle Prowl	806	Officer was called to a residence for reports of theft from a vehicle.
10/17/2016 16:48	1629101234	Family / Domestic Offense - Nonviolent / Interfering	811	Officer responded for a walk in report of a verbal domestic at home.



Monthly Written Report Synopses - October 2016

Occurred On	Incident No.	Description	Reporting District (RD)	Synopsis
10/18/2016 7:29	1629200286	Traffic - Driving Suspended / Revoked / DWLS / DWLR	811	Driver was stopped for a traffic infraction, after a records check driver was cited for a criminal traffic incident and the vehicle was impounded.
10/18/2016 10:48	1629200574	Traffic - Driving Suspended / Revoked / DWLS / DWLR	805	Driver was stopped for a traffic infraction, driver was suspended and vehicle was impounded.
10/18/2016 16:10	1629201182	Protective Order / Paper Service	804	Subject was served with civil orders.
10/18/2016 16:30	1629300564	Theft - All Other Theft/Larceny	803	Victim reported a theft.
10/18/2016 21:50	1629201669	Traffic - DUI / Driving Under the Influence - Liquor	805	Officer arrested a subject for DUI.
10/19/2016 3:56	1629300123	Traffic - Driving Suspended / Revoked / DWLS / DWLR	801	Officer cited and released a subject for DWLS/R 3rd.
10/19/2016 4:17	1629300139	Criminal Arrest Warrant	801	Officer arrested a subject on an outstanding felony warrant. During booking jail staff located suspected methamphetamine hidden on the subject.
10/20/2016 3:39	1629400161	Traffic - Driving Suspended / Revoked / DWLS / DWLR	267	Officer cited and released a subject for DWLS/R 2nd.



Monthly Written Report Synopses - October 2016

Occurred On	Incident No.	Description	Reporting District (RD)	Synopsis
10/20/2016 20:25	1629401618	Drug - Paraphernalia	805	Officers responded to an assault call and would quickly locate the suspect. The suspect was arrested for Assault 4th Degree. Officers located narcotics in the subjects possession. The subject also snuck narcotics into the jail. Subject was booked for UPCS, Assault 4, Possession of drug paraphernalia, Prisoner possessing controlled substance and possession of marijuana under age 21.
10/21/2016 1:47	1629500103	Violation of Court Order - Protection / Restraining / No Contact	801	Officer arrested a subject for Violation of a Protection Order.
10/21/2016 10:30	1629500948	Theft - From Yards	811	Victim reported a theft from their yard.
10/21/2016 16:37	1629501275	Theft - From Motor Vehicle - Vehicle Prowl	802	Police received a complaint of theft from a vehicle.
10/21/2016 22:45	1629600880	Assault - Nonaggravated (Simple) Family	803	Officer was dispatched to a Domestic Violence assault that occurred the night prior. Father against son.
10/21/2016 23:53	1629502010	Traffic - Driving Suspended / Revoked / DWLS / DWLR	805	DWLS/R 3rd
10/22/2016 0:01	1629800313	Fraud - Credit Card / Automatic Teller Machine	807	Police received a report of fraud to a debit card. No suspect information.



Monthly Written Report Synopses - October 2016

Occurred On	Incident No.	Description	Reporting District (RD)	Synopsis
10/22/2016 0:27	1629600050	Traffic Offense - Arrest	933	Fail to transfer title within 45 days.
10/22/2016 1:31	1629600127	Traffic - DUI / Driving Under the Influence - Liquor	805	Officer arrested a subject for DUI.
10/23/2016 7:53	1629700308	Family / Domestic Offense - Nonviolent / Interfering	804	Officer responded to a local residence for a report of a verbal domestic.
10/23/2016 9:00	1629700480	Theft - Motor Vehicle (MVTR)	805	Stolen Vehicle
10/25/2016 2:48	1629900127	Traffic - Driving Suspended / Revoked / DWLS / DWLR	801	DWLS/R 3rd.
10/27/2016 0:45	1630100049	Traffic - Driving Suspended / Revoked / DWLS / DWLR	933	Officer stopped a vehicle for expired registration and the driver was found to be DWLS/R 3rd. The vehicle was impounded pending a search warrant.
10/27/2016 15:14	1630101150	Assault - Nonaggravated (Simple) Family	803	Officer was called to Chloe Clark Elementary for reports of possible child abuse.
10/27/2016 22:24	1630101820	Traffic - DUI / Driving Under the Influence - Liquor	805	DUI Arrest.
10/28/2016 7:00	1630200989	Assault - Aggravated - Family - Strongarm	807	Physical Domestic.

Monthly Written Report Synopses - October 2016



Occurred On	Incident No.	Description	Reporting District (RD)	Synopsis
10/28/2016 13:02	1630200876	Missing Person	807	Officer responded to a local resident who came into the police station to report her child missing.

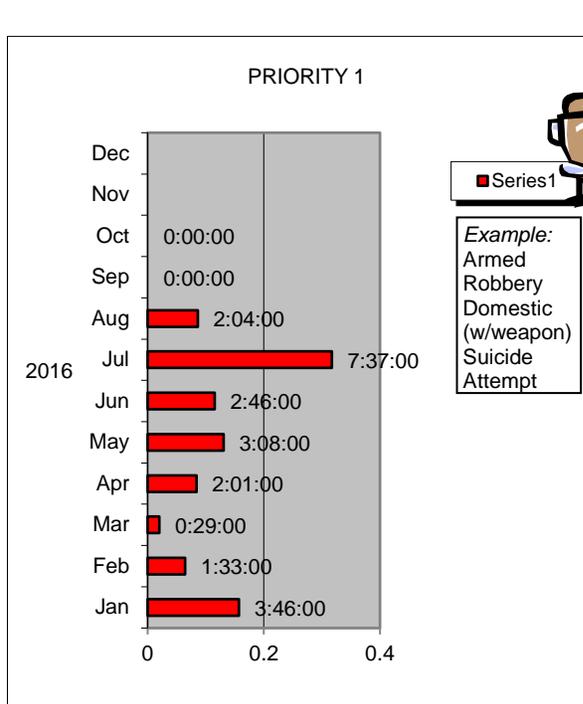
RESPONSE TIMES FOR OCTOBER 2016



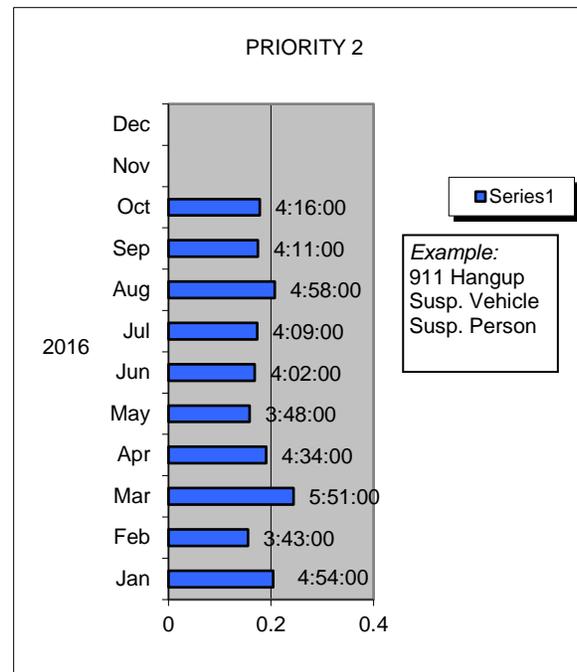
Agenda Item # 11a.

Response Times:

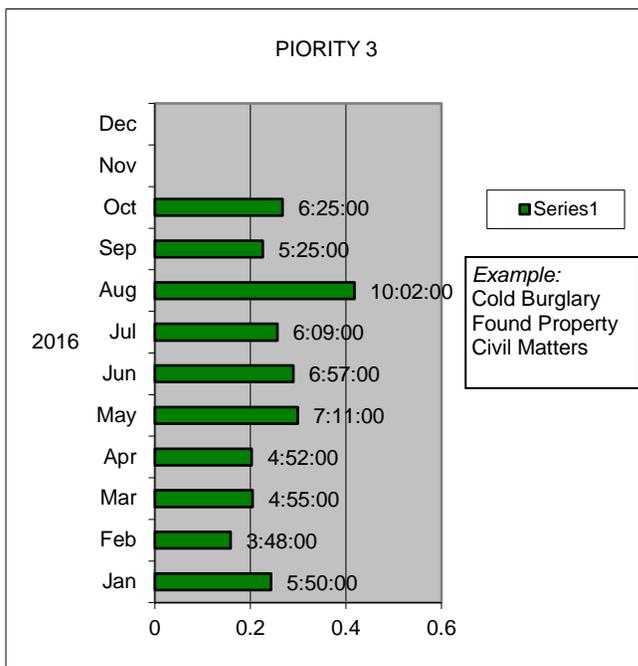
The response time to calls for service is a critical component of our service delivery. We have three categories of calls for service: priority one, two and three. Priority one calls are emergency calls where there is a potential for serious injury or loss of life. Priority two calls are those that are less serious but require immediate attention. A priority three call is one that does not need immediate attention and is usually handled when officers have time available. Response times can vary greatly due to the number of officers working, ongoing higher priority activity or drive time. The chart below compares our 2016 monthly response times with the 2015 average. This information is used to review manpower, officer availability and activity levels. *Our response time is measured from the time the officer receives the call until the time he arrives.*



2015 Average 3:50



2015 Average 4:25

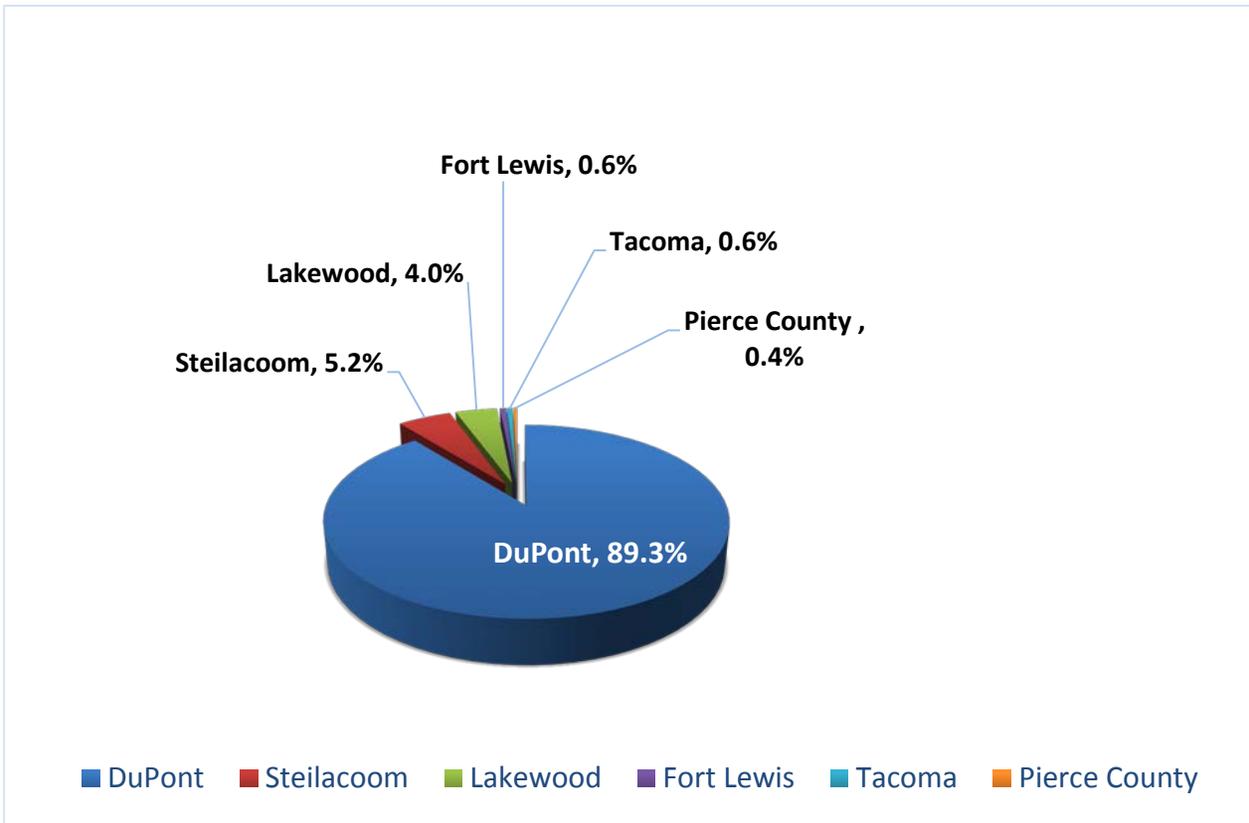


2015 Average 7:29

DPD JURISDICTION TOTALS - OCTOBER 2016



Jurisdiction	Count	Percentage
DuPont	467	89.3%
Steilacoom	27	5.2%
Lakewood	21	4.0%
Fort Lewis	3	0.6%
Tacoma	3	0.6%
Pierce County	2	0.4%
	523	100.0%



**Calls for Service (CFS)
by Reporting District (RD)
October 2016**



Reporting District (RD)												
Call Type	801	802	803	804	805	806	807	808	809	811	812	Grand Total
911 HANG-UP/OPEN LINE				1			1					2
ABUSE - CHILD OR ADULT			1			1						2
AGENCY ASSIST			1	1			1					3
ALARM OTHER			1									1
ANIMAL COMPLAINT (GENERAL)					2		1					3
ANIMAL INJURED/DOA						2						2
BURGLARY ALARM - COMMERCIAL			1					1	1	1	2	6
BURGLARY ALARM - RESIDENTIAL	1		1			1	4					7
CHECK/CREDIT CARD FRAUD							1					1
CITIZEN ASSIST			2		1	1			1			5
CIVIL ISSUE				1					1	1		3
DISABLED VEHICLE IN ROADWAY	2		1	5	1		1		1	1		12
DISORDERLY - FIGHT				1								1
DISORDERLY - VERBAL ALTERCATION					2							2
DUI	1				3							4
DV - PHYSICAL				1	1	1						3
DV - PHYSICAL ~ NOT IN PROGRESS			1									1
DVV - VERBAL DOMESTIC						1	2					3
DVV - VERBAL DOMESTIC ~ NOT IN PROGRESS						1						1
EXPLOSIVES/EXPLOSION			1									1
FIRE (CALL TRANSFERRED TO FIRE PSAP)					1		1					2

**Calls for Service (CFS)
by Reporting District (RD)
October 2016**

Agenda Item # 11a.



Reporting District (RD)												
Call Type	801	802	803	804	805	806	807	808	809	811	812	Grand Total
FOLLOW UP	1		1	2	3	1			2	5		15
FOUND CHILD			1									1
FOUND PROPERTY					1					1		2
HARASSMENT						1						1
HAZARD - MISCELLANEOUS			1			1	1					3
HAZARD - TRAFFIC						2						2
INCORRIGIBLE JUVENILE							1					1
INFORMATION FOR BOTH POLICE AND FIRE			1									1
INFORMATION FOR POLICE	2		7	2		4			1	15		31
LEWD CONDUCT	1											1
MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)			1		1	2	2		1			7
MISCELLANEOUS	1		1							2		4
MISSING AT RISK INDIVIDUAL						1						1
MISSING CHILD										1		1
MISSING PERSON							1					1
MOTOR VEHICLE THEFT			1		1					1		3
MVC - HIT & RUN	1		1				1					3
MVC - NON INJURY	2		3			1	1		1			8
NARCOTICS ACTIVITY					1							1
NOISE COMPLAINT				1		1						2
NOISE COMPLAINT - CAR STEREO						1						1
PANIC ALARM - RESIDENTIAL							1					1
PARKING PROBLEM	5		1	5		6	4	2	6	2		31
PARTY - ADULT					2							2
PHONE MESSAGE FOR OFFICER						1	1			8		10
RESIDENTIAL BURGLARY			1									1
SECURITY CHECK	2		14	1	3	14	4				1	39

**Calls for Service (CFS)
by Reporting District (RD)
October 2016**

Agenda Item # 11a.



Reporting District (RD)												
Call Type	801	802	803	804	805	806	807	808	809	811	812	Grand Total
SHOTS FIRED - NO KNOWN VICTIMS		1										1
SUBJECT STOP					2							2
SUBJECT STOP - SUBJECT ON BIKE			2				1					3
SUICIDE THREAT	1					1						2
SUSPICIOUS - PERSON			2	3	1		1	1				8
SUSPICIOUS - VEHICLE	6		2		6	4		1		3		22
THEFT			2		2		1			2		7
THEFT - FROM VEHICLE		1				2						3
THREATS							1					1
TRAFFIC COMPLAINT (RECKLESS VEHICLE)	2			1	1							4
TRAFFIC STOP	25		22	25	32	13	2		10	27		156
TRANSPORT									1			1
UNATTENDED CHILD	1											1
UNLAWFUL POSSESSION OF CONTROLLED SUBSTANCE	1				1							2
UNWANTED PERSON	2						1					3
VANDALISM	1								1			2
VEHICLE RECOVERY					1							1
VIOLATION OF COURT ORDER	1											1
WELFARE CHECK	1		1		2	1	3					8
Grand Total	60	2	75	50	71	65	39	5	27	70	3	467

Please refer to the *Jurisdiction Summary* for total calls including outside jurisdictional calls.

REPORTING DISTRICT (RD)

DuPont

801 Historic Village

802 El Rancho Madrona

803 Palisade

804 Edmond Village

807 Hoffman Hill

808 Bell Hill

809 Warehouse District

810 Glacier Mine

...

Calls for Service (CFS) *Agenda Item # 11a.*
by Reporting District (RD)
October 2016



Reporting District (RD)												
Call Type	801	802	803	804	805	806	807	808	809	811	812	Grand Total

805 DuPont Station

811 Civic Center

806 Yehle Village

812 Golf Course

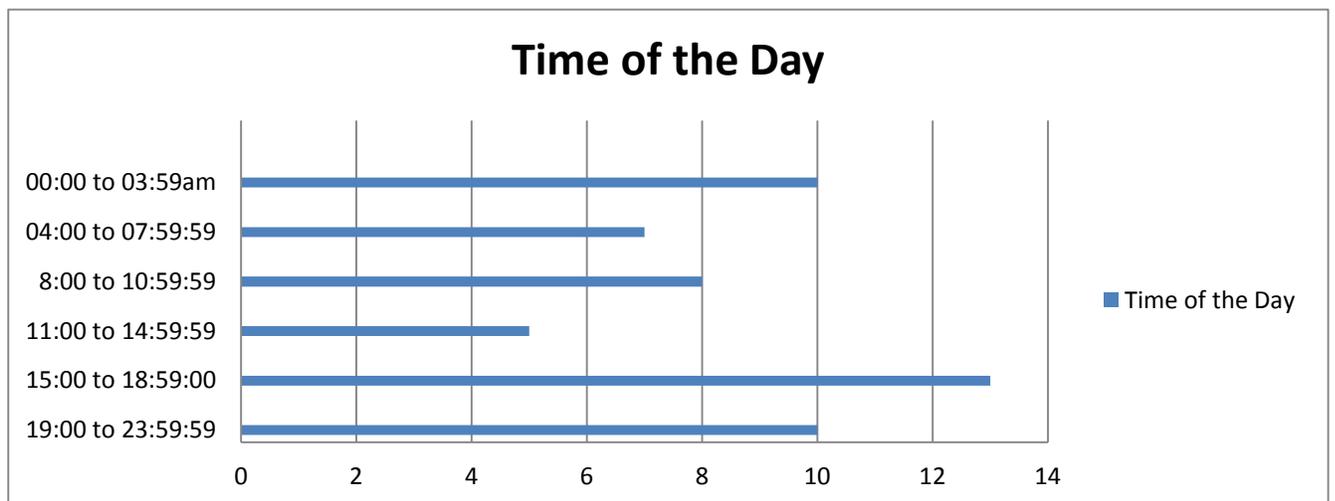
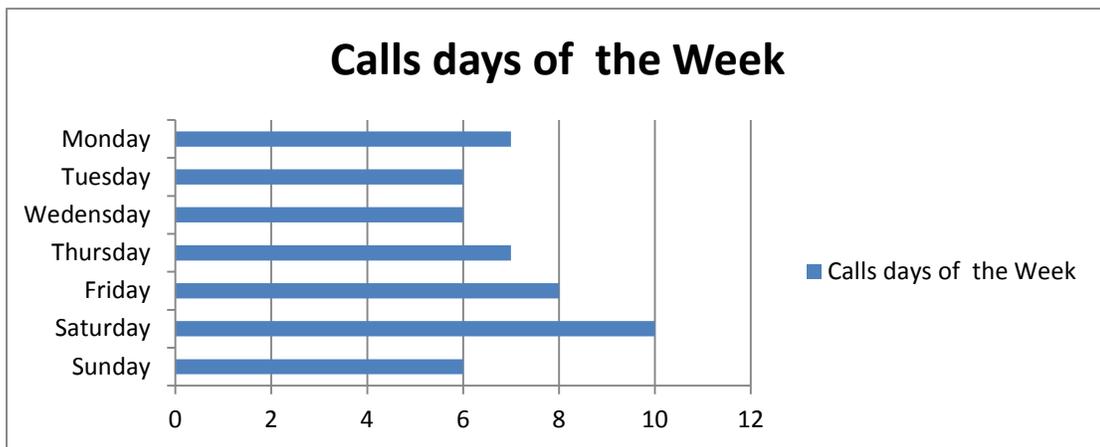


October Monthly Report-2016

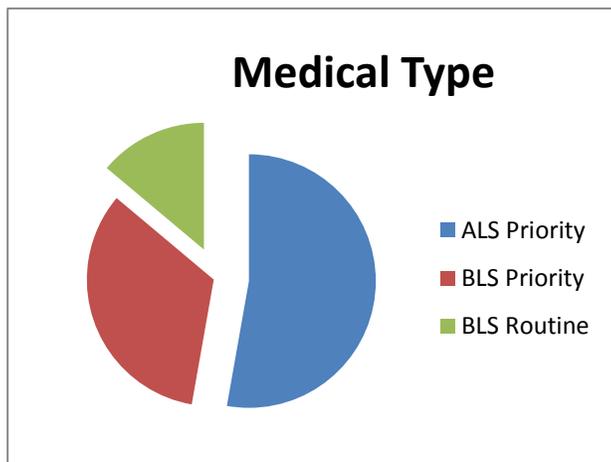
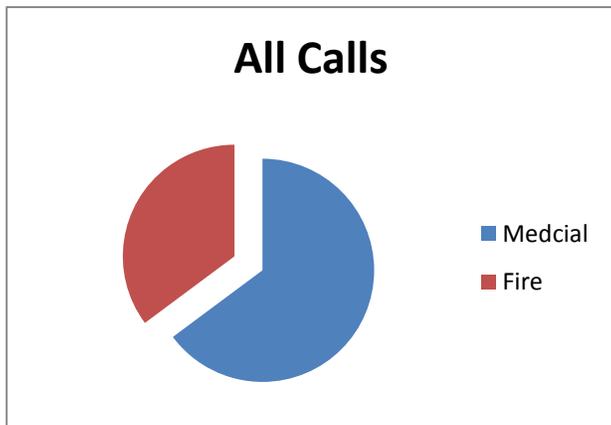
Incident type	2015 Responses	2016 Responses	YTD	Dollar Loss
Fire	2	3	22	NA
EMS/Rescue (MVA)	54	35	460	NA
Hazardous Condition	0	3	14	NA
Service Calls	3	9	78	NA
Severe Weather	0	0	0	NA
False Alarm/Good Intent	7	5	80	NA
Total	66	55	654	NA
			YTD Total	\$230,550

Priority Types

Priority-1 (ALS)	Priority-2 (BLS)	Routine-3 (BLS)	Engine Responses
54.28%	34.28%	14.28%	34.54%



Agenda Item # 11a.



Response by Districts

District	2015 Responses	2016 Responses
49-100 (off Mounts exit) Unincorporated Pierce County	2	0
49-801 Historic Village	4	3
49-802 El Rancho Madrona	0	0
49-803 Palisade	3	5
49-804 Edmond Village	1	2
49-805 DuPont Station	3	7
49-806 Yehle Village	30	20
49-807 Hoffman Hill	9	8
49-808 Bell Hill	0	0
49-809 Warehouse District	11	6
49-810 Glacier Mine/Creekside	0	1
49-811 Civic Center	3	3
49-812 Golf Course	0	0
49-815 Solo Point	0	0
Total	66	55

Response Times

City Adopted	Time Standard	Average	Percent	YTD
Dispatch to En-Route	120 seconds	103.76 seconds	60%	67.72%
En-Route to On Scene	360 seconds	206.36 seconds	96.36%	92.20%
Time from Dispatch to On Scene	480 seconds	309.03 seconds	96.36%	85.77%
NFPA-1710 Time	Time Standard	Average	Percent	YTD
Dispatch to En-Route	80 seconds	103.76 seconds	27.27%	37.46%
En-Route to On Scene	240 seconds	206.36 seconds	74.54%	71.71%
Time from Dispatch to On Scene	340 seconds	309.03 seconds	69.09%	63.67%

Over all Time -Standard

Call type	City	NFPA
Priority-1 Medical	94.73%	63.15%
Priority-2 Medical	91.69%	41.66%
Priority-3 Medical	80%	60%%
Fire	89.47%	63.15%

Monthly Activity Report

Responses/Operations:

- ✓ DuPont Fire Department responded to 55 calls for service in October, for a year to date increase of over 4% YTD compared 2015. The responses are broken down on page one (1) under Priority Types. ALS (Advanced Life Support) arrival times averaged 15:08 minutes; this does not include our dispatch time to when they call en-route.
- ✓ ALS Ambulances were not available for 43.90% of all calls.
- ✓ ALS was not available for 55% of our ALS calls
- ✓ Other departments handled 1.20% of our calls
- ✓ 18-Transports, 55% of these were ALS patients
- ✓ A reserve was on duty, for 38% of the days in October

Training/Recruitment:

- ✓ Preparing for the 2016-2017 volunteer reserve recruitment

Public Activities/Education:

- ✓ 3-Public Events
- ✓ Pumpkin Patch, we had over 600 attend and gathered 576 lbs. of donated food. This event was staffed by the on-duty crews as well as our volunteer reserves.

Safety Tips: The holidays are upon us and families will be coming together for a time of celebration, thankfulness and giving. The hours spent in the kitchen comes with an increased risk for household fires.

- ✓ Keep an eye on what you fry. Always stay in the kitchen while frying, grilling or broiling food.
- ✓ Keep things that can catch fire such as oven mitts, wooden utensils, food packaging, towels and curtains away from the cooking area.

If you have a small (grease) cooking fire and decide to fight the fire:

- ✓ Cover the pan with a lid and leave it covered until it's completely out
- ✓ If you have any doubt about fighting a small fire: Just get out! When you leave, close the door behind you to help contain the fire. Call 9-1-1

Agenda Item # 11a.

Public Records Requests 2016				Initial Response	Provided Record/ Install	Dept.	TOTAL Staff Time
PDR #	DATE	NAME	REQUEST	# Days*	# Days*		# Hours
15-73	12/10/2015	Jade Anderson Connor	Ross Mathison emails	Closed 2/19/16	0		0
15-74	12/10/2015	Jade Anderson Connor	Ross Mathison personnel records	Closed	0	30	0
16-1	1/7/2016	Kevin Heller	Fire Dept Report & Transport Info	Closed	0	2	
16-2	1/20/2016	Bennett McKenzie AESDD	Creekside Bldg Permits and CoFO	Closed 1/25/16		3	
16-3	1/22/2016	Williams-Combs PZR	Creekside Bldg Permits and CoFO Fire Code Violations	Closed 1/28/16		4	
16-4	1/28/2016	Dennis Willis	Fire Department Report	Closed 2/8/16	0	3	
16-5	1/29/2016	Anne Mickatavage	Demolition and Building Permits, Zoning, underground tanks 2750 Williamson	Closed 2/4/16	0	4	
16-6	2/1/2016	Susan Bennett	Employee health care benefits and records	Closed 2/18/16	3	12	
16-7	2/5/2016	Laura Maeda	Fire Department Report	Closed 2/18/16		8	
16-8	2/17/2016	Denise Dhane	1200 station Drive Building permit records, site plans, inspections, engineering, plumbing & electrical	Cancelled by Requestor			
16-9	2/18/2016	Jade Anderson Connor	Ross Mathison Resume, Job Application, other job offer documents	Denied 2/29/16 Pro	7		
16-10	2/23/2016	James Black	Holt Misconduct and disciplinary actions	Closed	4		
16-11	3/4/2016	Bree Breza	Job descriptions and salary grids	No Record		4	
16-12	3/8/2016	Jade Anderson Connor	List of arrests and court appearances for Ross Mathison	No Record	2		
16-13	3/9/2016	David Zielnicki	floor plans 2700 Center Drive (Amazon)	Closed	1	77	0
16-14	3/10/2016	Tracy Takenaka	Plumbing, electrical plans & permits other TI records	Closed	1	1	
16-15	3/16/2016	Tom Forrey	Plumbing for Forza	Closed		3	
	3/17/2016	Alexandra Sheeks	Wages and compensation packages	Closed		4	
	3/21/2016	Dave Bungert	DPD Police Report and Blood sample report	Closed	0		
	3/21/2016	Hunter Bungert	DPD Police Report and Blood sample report	Closed	0		
	3/28/2016	David Bungert	Lease for Community Center Grace Baptist	Closed		4	
16-16	4/1/2016	Michael Perrow	Fire safety inspections, code enforcement complaints/inspections/violation of USPS (1313 Thompson Cir) 2012-present	Closed	0	6	
16-17	4/11/2016	Courtney Cunningham/ American Transparency	Request for info: 2015 Employee records	Closed 4/20/16	0	7	
16-18	4/25/2016	Mike Rogoway	Email Courts to Intel	Closed 4/25/16	0	0	
16-19	5/2/2016	Dave Bungert	All resolutions signed by the seating Mayor at time; concerning the policies & procedures & criteria for Memorial Wall at Ross Plaza. Also requesting council meeting minutes for 11/8/11	Closed 5/9/16	0	3	
16-20	5/3/2016	Dave Bungert	Copies of present approved resolution concerning the criteria to have names put on the DuPont War Memorial	Closed 5/9/16	0	3	
16-21	5/3/2016	Dave Bungert	Requesting all emails/correspondence from past 3 yrs from Larry Ackerman and/or any staff or board members of the COA and the ROA to any City staff concerning or addressing the Center Drive median from Wilmington to exit 118.	Closed	5	30	0
16-22	5/3/2016	Dave Bungert	Requesting copies of present watering & maintenance contract or agreement the City has concerning or addressing the Center Dr median from Wilmington to exit 118	Open	5		0
16-23	5/5/2016	Tracy Luiten	1200 Station Drive Construction Permit Records from January 2013 to present	Closed	4	4	0
16-24	5/10/2016	Sera Mattson	Wilmington Drive Overlay Project Documents	Closed	0	2	0
16-25	5/11/2016	Dave Bungert	Requesting all documents (agreements or contracts) concerning partnership with Safe Streets.	Closed	0	4	0
16-26	5/19/2016	Dave Bungert	Requesting copies of sidewalk inspections	Closed		2	
16-27	5/31/2016	Ryan Barrett- Pacific Engineering	Construction drawings (foundation plan & assoc details/sections) for 1200 Station Dr.	Closed	1	3	
16-28	6/9/2016	Dave Bungert	2016 Pet Licenses	Closed	5	11	
16-29	6/13/2016	Jennifer Thompson	Job Descriptions	Closed	2	2	
16-30	6/14/2016	Lexis Nexis	Fire Dept Report 16-348	Closed	5	5	
16-31	6/22/2015	Bob Lauderbach	All Documents & geotechnical report related to 1200 Station Drive. List of parties who have requested information re 1200 Station Dr	Closed	2	33	
16-32	7/8/2016	Darryl Parker	Video, Audio, communications between all officers & dispatch, police reports, CAD, and any documents supporting the detention of James Whitaker.	Closed (referred to South Sound 911 for processing)	1	0	
16-33	7/8/2016	Dave Bungert	Requesting all correspondence to include emails & letters from 7/1/10 to 7/8/16 from any rep or employee of CalPortland	Open	5	60 days	All 10
16-34	7/8/2016	Dave Bungert	Requesting all correspondence to include emails & letters from 7/1/10 to 7/8/16 from any rep or employee of NWL ROA and NWL COA	Open	5	60 Days	All 10
16-35	7/21/2016	Dave Bungert	Requesting slides, photos and PP used by PW Director Lim concerning the sole source purchase agreement of Root Cause, LLC. Also slides, photos and PP used at the city council meeting 6/28/16 and council wkshp 7/19/16.	Closed	5	9	
16-36	7/29/2016	Ronald F. Moore	all documents inc emails received and sent to city inc metadata dated 6/17/16 to 7/29/16 concerning or relating to the nemp app for Ronald F Moore	Closed (Cancelled by requestor)	5		
16-37	8/2/2016	Ronald F. Moore	all documents inc emails received and sent to city inc metadata dated 6/17/16 to 8/2/16 concerning or relating to the nemp app for Ronald F Moore	Closed	3	5	
16-38	8/16/2016	Lacy Vogt	Police traffic/collision case #152800569	Closed Referred to South Sound 911	1	1	
16-39	8/19/2016	Miranda Kraus	requesting financial records regardig development of printing and operation costs of public parks	Closed	2	11	
16-40	8/22/2016	Bob Allison	Parkview Plat Maps	Closed		1	
16-41	8/24/2016	Reed McClure	Medical Records Information	Closed	5	5	



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

TITLE:

Adoption of Ordinance to amend to DMC Title 25 to create a new Mixed Use 2 District and concurrent rezone (File No. TEXT-16-01).

Department: Planning	Discussion Date: 10/18/16
Originator: Staff	First Reading Date: 11/08/16
Assigned to: Jeff Wilson, Planning Director	Public Hearing Date: 11/08/16

BUDGET IMPACT: Yes No

FUND:

Amount Budgeted		
Additional Required		

DETAILED SUMMARY STATEMENT:

Amendment to DuPont Municipal Code (DMC) Title 25 to create a new “Mixed Use District-2 (MXD-2)” zone district under new Chapter “(DMC 25.36).” The new MXD-2 District will allow Indoor Storage, which is not currently allowed, subject to certain other requirements that may include a Development Agreement, but will be otherwise similar to the existing requirements of the MXD District. The proposed amendment will also include other related text amendments including revisions to DMC Section 25.10, Definitions, which will add a definition for Indoor Storage and make other organizational code improvements. Concurrent with the proposed text amendment will be a proposed rezone of approximately 2.97 acres currently zoned Mixed Use District (MXD) to the proposed MXD-2 zone once created.

October 18, 2016 Joint City Council & Planning Workshop
 November 8, 2016 City Council Public Hearing
 November 15, 2016 City Council Workshop

Exhibit List Attached

RECOMMENDATION:

Adopt the proposed ordinance approving proposed text amendments to DMC Title 25 along with the proposed rezone of approximately 2.97 acres from Mixed Use to Mixed Use 2 (Exhibit 1)

EXHIBITS LIST

Exhibit 1 - Ordinance with Attachments "A"- "D" (Clean Ordinance)

Exhibit 2 - Underline/Strikeout Version of Attachment A to Exhibit 1

Exhibit 3 - Underline/Strikeout Version of Attachment B to Exhibit 1

Exhibit 4 - Underline/Strikeout Version of Attachment C to Exhibit 1

**CITY OF DuPONT
WASHINGTON**

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUPONT, WASHINGTON, RELATING TO LAND USE AND ZONING AMENDING DUPONT MUNICIPAL CODE (DMC) TITLE 25 TO CREATE A NEW CHAPTER FOR A MIXED USE DISTRICT – 2 (MXD-2) AND OTHER MISCELLANEOUS AMENDMENTS TO TITLE 25 FOR DEFINITIONS OF NEW TERMS; TOGETHER WITH A REZONE OF APPROXIMATELY 2.97 ACRES AT THE AT THE CORNER OF MCNEIL STREET AND CENTER DRIVE FROM MXD TO MXD2; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, on June 6, 2016, the City has received an application from Drew Bowlds for an amendment to the DuPont Municipal Code Title 25.35 to permit “Indoor Storage” in the Mixed Use District; and

WHEREAS, the request was reviewed in public workshops before the DuPont Planning Commission on July 11th and August 8th; and

WHEREAS, an Environmental Determination of Nonsignificant (DNS) was issued by the City on the proposed amendments to DMC Title 25 and concurrent rezone on September 8, 2016; and

WHEREAS, the appeal period for the Environmental Determination of Nonsignificant (DNS) concluded on September 22, 2016, with no appeal having been filed; and

WHEREAS, the Planning Commission held a public hearing on the proposed amendments to DMC Title 25 and concurrent rezone on October 10, 2016, and by motion approved on a portion of the proposed amendments to provide new definitions; and

WHEREAS, the City Council and Planning Commission held a joint workshop on the proposed amendments to DMC Title 25 and concurrent rezone on October 18, 2016; and

WHEREAS, on November 8, 2016, the City Council held a public hearing on the proposed amendments to DMC Title 25 and concurrent rezone; and

WHEREAS, the City Council held a workshop on the proposed amendments to DMC Title 25 and concurrent rezone on November 15, 2016; and

WHEREAS, having considered among other things, public testimony, the minutes of the Planning Commission meetings, the preliminary and final staff reports, and the Planning Commission recommendations, the City Council has determined the proposed Amendments to DMC Title 25 and proposed rezone (Planning Commission Report and Attachments 1 thru 7 to

Agenda Item # 12a.

the report) the City Council finds that the proposed amendments are consistent with the City’s adopted Comprehensive Plan and in furtherance of the public health, safety and welfare interests;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DuPONT, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Incorporation of Recitals. The recitals set forth above are adopted and incorporated as if set forth fully herein.

Section 2. Findings, conclusions, and recommendations adopted. The City Council finds proposed Amendments to DMC Title 25 and proposed rezone are consistent with the City’s adopted Comprehensive Plan and in furtherance of the public health, safety and welfare interests;

Therefore, DMC is hereby amended to read as set forth in documents attached to this ordinance as Exhibit 1-Attachments A-C; together with a rezone of the property from MXD to MXD-2 as depicted on Attachment D.

Section 3. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 4. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

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

CITY OF DuPONT

Mike Courts, Mayor

ATTEST/AUTHENTICATED:

Karri Muir, CMC, City Clerk

Approved as to Form:

Gordon P. Karg, City Attorney

Ordinance No.:

Filed with the City Clerk:

Passed by the City Council:

Date of Publication:

Effective Date:

**TITLE 25
LAND USE CODE**

Chapters:

Division I. General Provisions

25.05 General Provisions

25.10 Definitions
.....

Division II. Land Use District Requirements

25.15 Land Use Districts and Map Established

25.20 Residential Districts

25.25 Commercial District

25.30 Office District

25.35 Mixed Use District

25.36 Mixed Use District - 2

25.40 Business Tech Park District

25.45 Manufacturing/Research Park District

25.50 Industrial District

25.55 Open Space District

25.57 Military Lands
.....

Division III. Overlay District

25.60 Mineral Resource Overlay
.....

Division IV. Design Regulations and Guidelines

Indoor Storage Text Amendment & Rezone

Chapter 25.10 Definitions

25.10.130 M definitions.

“Manager” means any person who manages, directs, or administers a sexually oriented business.

“Marquee” means a permanent roof-like structure projecting from a building, intended to shelter pedestrians.

“Microcell” means a wireless communication facility consisting of an antenna that is either four feet in height and with an area of not more than 580 square inches or a tubular antenna no more than four inches in diameter and no more than six feet in length.

“Mineral extraction” means all mine-related activities, including:

- (1) The mining or extraction of rock, stone, gravel, sand, earth, and other minerals;
- (2) On-site mineral processing including sorting, washing, crushing and loading, concrete batching, concrete recycling, and other aggregate recycling;
- (3) Equipment maintenance;
- (4) Transporting minerals to and from the mine, on-site road maintenance, road maintenance for roads used extensively for surface mining activities, traffic safety, and traffic control.

“Mineral resource lands” means lands containing mineral deposits, both active and inactive, that has a known or potential long-term significance for the extraction of minerals and which are in close, economic proximity to locations where the deposits are likely to be used.

“Minerals” means clay, coal, gravel, industrial minerals, valuable metallic substances, peat, sand, stone, topsoil, and any other similar solid materials or substances to be excavated from natural deposits on or in the earth for commercial, industrial, or construction use.

“Mini or pocket park” means a small tract of land usually about the same size as a building lot. These parks may be improved with children’s play equipment. They are intended to serve the needs of a portion of a village in which it is located. They are not intended for city ownership due to higher maintenance costs associated with

Agenda Item # 12a.

these parks when compared to public parks of equal size and the fact that they may not be equally accessible to all segments of the community. These facilities are owned by the homeowners' association.

“Mixed use occupancy (or structure)” means a building designed or intended to be used for more than one type of principal use, i.e., retail and office uses.

“Mobile home” means a factory-assembled structure with necessary service connections, made to be readily movable on city streets and designed to be used as a dwelling unit.

“Mobile home park” means a parcel of land designed and improved to accommodate two or more mobile homes on a permanent basis.

“Mode” means the means of transportation used by employees, such as single occupant motor vehicle, rideshare vehicle (carpool, vanpool), transit, ferry, bicycle, walking, compressed work schedule and telecommuting.

“Motel” means a group of attached or detached buildings containing individual sleeping units, a majority of such units open individually and directly to the outside, including tourist courts, motor courts, and motor lodges.

“Multifamily project” means multifamily residences built as a single project, in one or more buildings.

“Multifamily residence” means a residence located in a building which contains more than one residence, such as a duplex unit, condominium, apartment, or a residence designed to be attached to other residences, such as a townhouse.

“Multiple-use project” means a development containing two or more principal uses located in one or more structures.

25.10.190 S definitions.

“Semi-nude” means a state of dress in which clothing covers no more than the genitals, pubic region, and areola of the female breast, as well as portions of the body covered by supporting straps or devices.

“Sensitive areas” means, for the purposes of this chapter, those areas defined and established as critical areas under the provisions of the Washington State Growth Management Act and identified in this chapter.

“Setback” means the shortest distance between a lot line and any structure for which a building permit is required; provided, that eaves, noncombustible chimneys and fireplaces, and similar protrusions may extend up to an additional 24 inches from the vertical wall of the building.

“Sexually oriented business” means an adult arcade, adult bookstore, adult cabaret, adult motel, adult motion picture theater, adult theater, escort agency, nude or semi-nude model studio.

“Sexually oriented entertainment” means a live performance at an adult cabaret which is characterized by the performer’s exposure of “specified anatomical areas.”

Side Yard. See “Yard, side.”

“Sign” means any device, structure, fixture, or placard that uses colors, words, letters, numbers, symbols, logos or trademarks for the purpose of providing information or directions, or identifying or advertising any place, establishment, product, good, or service and includes all supports, braces, guywires and anchors associated with such signs.

“Sign administrator” means community development director, or designee.

“Sign, community-wide event” means a temporary nonilluminated sign advertising a general public and/or community-wide event within the city that is sponsored by an organization within the city.

“Single-occupant vehicle” means motor vehicle occupied by one employee for commute purposes, including a motorcycle.

“Single worksite” means a building or group of buildings on physically contiguous parcels of land or on parcels separated solely by roads or rights-of-way occupied by one or more affected employers.

“Site area” means that area of land associated with a certain development application.

Agenda Item # 12a.

“Site plan amendment, minor” means an amendment to an approved and valid site plan that affects only the precise dimensions or siting of building (i.e., lot coverage, height, setbacks) but does not affect the basic character or arrangement and number of buildings approved in the plan, the density of the development or the amount and quality of open space and landscaping. Proposed dimensional amendments shall not vary more than 10 percent from the original, but shall not exceed the standards of the applicable district.

“Site plan amendment, major” means an amendment to an approved and valid site plan that substantially changes the character, basic design, density, open space or other requirements and conditions of the approved and valid site plan.

“Soils engineer (geotechnical engineer)” means an engineer experienced and knowledgeable in the practice of soils engineering (geotechnical engineering).

“Soils engineering (geotechnical engineering)” means the application of the principles of soils mechanics in the investigation, evaluation and design of civil works involving the use of earth materials and the inspection or testing of the construction thereof.

“Solid waste” or “wastes” means all putrescible and nonputrescible solid and semi-solid wastes including, but not limited to, garbage, rubbish, ashes, industrial wastes, swill, sewage sludge, demolition and construction wastes, abandoned vehicles or parts thereof, and recyclable materials.

“SOV rate” means the number of commute trips over a set period made by affected employees in SOVs divided by the number of affected employees working during that period.

“SOV trips” means commute trips made by affected employees in SOVs.

“Specified anatomical areas” means less than completely and opaquely covered human genitals, pubic region, buttocks, anus, or female breasts below a point immediately above the top of areola, or human male genitals in a discernibly turgid state, even if completely and opaquely covered.

“Specified criminal acts” means any conviction or acts which are sexual crimes against children, sexual abuse, rape or crimes connected with another sexually oriented business, including, but not limited to, distribution of obscenity or material harmful to minors, prostitution or pandering.

“Specified sexual activities” means:

Agenda Item # 12a.

- The fondling or other intentional touching of human genitals, pubic region, buttocks, anus, or female breasts;
or
- Sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation, or sodomy; or
- Masturbation, actual or simulated; or
- Human genitals in a state of sexual stimulation, arousal or tumescence; or
- Excretory functions as part of or in connection with any of the above.

“Specimen tree” means an existing healthy tree which poses no safety hazard due to potential collapse and is of the following species and minimum diameter measured at breast height; provided, that the measure of multi-trunk trees shall be the sum of the diameters:

- Douglas fir, western red cedar, western hemlock, or big leaf maple: 15 inches;
- Oregon white oak, pacific yew, or madrona: 12 inches;
- Historic fruit trees: no size limit.

“Square feet” means square feet of the combined horizontal area of all floors of a building measured from the exterior faces of the exterior walls, excluding spaces lacking standing head room.

“State siting criteria” means criteria for the siting of hazardous waste treatment and storage facilities contained in WAC [173-303-285](#).

“Storage, indoor” means a structure containing separate, individual, and private storage spaces of varying sizes leased or rented on individual leases for varying periods of time for the storage of goods such as furniture, files, or other unused or seldom used items. The definition excludes hazardous material storage, outdoor storage, warehousing and distribution, and vehicle or recreational vehicle storage. The access to the storage units is from building interiors.

“Storage, mini-” means a structure containing separate, individual, and private storage spaces of varying sizes leased or rented on individual leases for varying periods of time for dead storage only. Storage of boats, trailers, and recreational vehicles is permitted. Auctions except auctions authorized by legal action, commercial wholesale or retail businesses, garage sales, repair of motorized equipment and/or vehicles, operation of power tools, and storage of flammable or hazardous materials and explosives is prohibited.

Agenda Item # 12a.

“Story” means the portion of a building included between the upper surface of a floor and the upper surface of the floor or roof next above. It is measured as the vertical distance from top to top of two successive tiers of beams for finished floor surfaces and, for the topmost story, from the top of the floor finish to the top of the ceiling joists or, where there is not a ceiling, to the top of the roof rafters.

“Stream” means an area where surface waters flow sufficiently to produce a defined channel or bed. A defined channel or bed need not contain water year-round. This definition is not meant to include storm or surface runoff devices or other entirely artificial watercourses unless they were constructed within or in association with a naturally occurring stream or drainage course.

“Street frontage” means the boundary of a lot separating such lot from an abutting street. For multi-tenant buildings, street frontage shall be the width of the front of the suite. The front of the suite is defined as the wall plane which the suite address is assigned and contains the main customer entrance.

“Street tree” means a tree planted or retained in a public right-of-way or parking strip.

“Structure” means anything constructed or erected, the use of which requires location on the ground or attachment to something having location on the ground, but not including fences and walls less than six feet in height.

“Subdivision” means the division of land into two or more lots, parcels or sites for the purpose of sale or lease. (Note: For purposes of this development code, the term “subdivision” includes the short subdivision of land.)

See Chapter 58.17 RCW

**Chapter 25.36
MIXED USE DISTRICT - 2**

Sections:

- 25.36.010 Purpose.
- 25.36.020 Permitted uses.
- 25.36.021 Drive-thru uses.
- 25.36.025 Accessory uses.
- 25.36.030 Conditional uses.
- 25.36.040 Prohibited uses.
- 25.36.050 Building setback restrictions.
- 25.36.060 Site plan approval.
- 25.36.070 Design review.
- 25.36.080 Development Agreement

25.36.010 Purpose.

The purpose of this district is to implement the comprehensive plan's concept of permitting uses that are allowed in the commercial district, the office district and residential zone district. This area is intended to provide office space, goods and services to the entire community or larger market.

25.36.020 Permitted uses.

- (1) All uses that are permitted in the mixed use district (DMC 25.35.020);
- (2) Indoor Storage.

25.36.021 Drive-thru uses.

Restaurants with a drive-thru window shall meet the following additional requirements:

- (1) Shall be no closer than 5,000 linear feet, measured as a straight line, to any other drive-thru fast food restaurant located in the mixed use district or mixed use district-2.

25.36.025 Accessory uses.

Electric vehicle charging facilities.

25.36.030 Conditional uses.

All uses that are identified as conditional uses in the mixed use district shall be conditional in the mixed use district-2.

25.36.040 Prohibited uses.

All uses not identified as permitted or conditional in the mixed use district.

25.36.050 Building setback restrictions.

(1) The front yard setback shall be between zero and 20 feet, except when across the street from a residential district, in which case it shall be that of the adjoining residential district.

(2) The minimum side yard setback shall be zero feet, except building setbacks adjoining residential district shall be 20 feet. In no case shall a building encroach within a vision clearance triangle as defined by DMC 25.110.010.

(3) The minimum rear yard setback shall be zero feet.

(4) The maximum building height shall be 50 feet.

25.36.060 Site plan approval.

Site plan approval is required for all development projects and shall be processed with a Type II or III procedure as provided for residential use in DMC 25.20.050(6), for commercial use in DMC 25.25.060, and for office use in DMC 25.30.060.

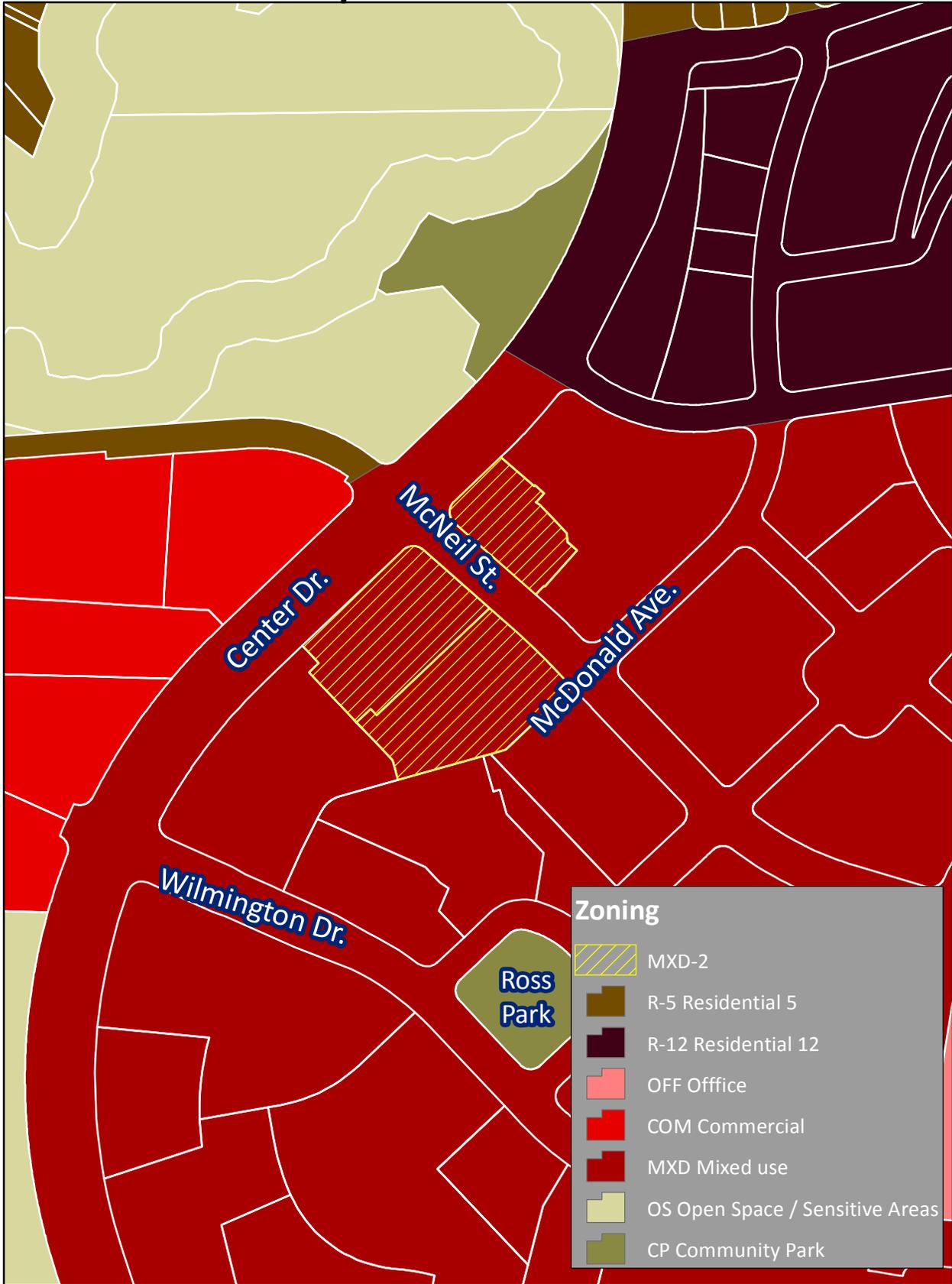
25.36.070 Design review.

Design review is required for all development projects pursuant to DMC 25.70. Design review shall be processed with a Type I procedure as set forth in DMC 25.175.010.

25.36.080 Development Agreement

Development projects may reduce the requirements described in DMC 25.70.020(3(b)) from the stated minimum 80 percent to no less than 25 percent through a Development Agreement. The City may require conditions to mitigate the impacts of each proposal on the basis of the specific project uses, location and orientation. The Development Agreement would stipulate the percentage of retail-type uses, provisions to make the retail functional, and other design parameters that would ensure useful retail space.

Proposed Rezone Area



**TITLE 25
LAND USE CODE**

Chapters:

Division I. General Provisions

25.05 General Provisions

25.10 Definitions
.....

Division II. Land Use District Requirements

25.15 Land Use Districts and Map Established

25.20 Residential Districts

25.25 Commercial District

25.30 Office District

25.35 Mixed Use District

25.36 Mixed Use District - 2

25.40 Business Tech Park District

25.45 Manufacturing/Research Park District

25.50 Industrial District

25.55 Open Space District

25.57 Military Lands
.....

Division III. Overlay District

25.60 Mineral Resource Overlay
.....

Division IV. Design Regulations and Guidelines

Indoor Storage Text Amendment & Rezone

Chapter 25.10 Definitions

25.10.130 M definitions.

“Manager” means any person who manages, directs, or administers a sexually oriented business.

“Marquee” means a permanent roof-like structure projecting from a building, intended to shelter pedestrians.

“Microcell” means a wireless communication facility consisting of an antenna that is either four feet in height and with an area of not more than 580 square inches or a tubular antenna no more than four inches in diameter and no more than six feet in length.

“Mineral extraction” means all mine-related activities, including:

- (1) The mining or extraction of rock, stone, gravel, sand, earth, and other minerals;
- (2) On-site mineral processing including sorting, washing, crushing and loading, concrete batching, concrete recycling, and other aggregate recycling;
- (3) Equipment maintenance;
- (4) Transporting minerals to and from the mine, on-site road maintenance, road maintenance for roads used extensively for surface mining activities, traffic safety, and traffic control.

“Mineral resource lands” means lands containing mineral deposits, both active and inactive, that has a known or potential long-term significance for the extraction of minerals and which are in close, economic proximity to locations where the deposits are likely to be used.

“Minerals” means clay, coal, gravel, industrial minerals, valuable metallic substances, peat, sand, stone, topsoil, and any other similar solid materials or substances to be excavated from natural deposits on or in the earth for commercial, industrial, or construction use.

“Mini or pocket park” means a small tract of land usually about the same size as a building lot. These parks may be improved with children’s play equipment. They are intended to serve the needs of a portion of a village in which it is located. They are not intended for city ownership due to higher maintenance costs associated with

Agenda Item # 12a.

these parks when compared to public parks of equal size and the fact that they may not be equally accessible to all segments of the community. These facilities are owned by the homeowners' association.

~~“Mini storage” means a structure containing separate, individual, and private storage spaces of varying sizes leased or rented on individual leases for varying periods of time for dead storage only. Storage of boats, trailers, and recreational vehicles is permitted. Auctions except auctions authorized by legal action, commercial wholesale or retail businesses, garage sales, repair of motorized equipment and/or vehicles, operation of power tools, and storage of flammable or hazardous materials and explosives is prohibited.~~

“Mixed use occupancy (or structure)” means a building designed or intended to be used for more than one type of principal use, i.e., retail and office uses.

“Mobile home” means a factory-assembled structure with necessary service connections, made to be readily movable on city streets and designed to be used as a dwelling unit.

“Mobile home park” means a parcel of land designed and improved to accommodate two or more mobile homes on a permanent basis.

“Mode” means the means of transportation used by employees, such as single occupant motor vehicle, rideshare vehicle (carpool, vanpool), transit, ferry, bicycle, walking, compressed work schedule and telecommuting.

“Motel” means a group of attached or detached buildings containing individual sleeping units, a majority of such units open individually and directly to the outside, including tourist courts, motor courts, and motor lodges.

“Multifamily project” means multifamily residences built as a single project, in one or more buildings.

“Multifamily residence” means a residence located in a building which contains more than one residence, such as a duplex unit, condominium, apartment, or a residence designed to be attached to other residences, such as a townhouse.

“Multiple-use project” means a development containing two or more principal uses located in one or more structures.

25.10.190 S definitions.

“Semi-nude” means a state of dress in which clothing covers no more than the genitals, pubic region, and areola of the female breast, as well as portions of the body covered by supporting straps or devices.

“Sensitive areas” means, for the purposes of this chapter, those areas defined and established as critical areas under the provisions of the Washington State Growth Management Act and identified in this chapter.

“Setback” means the shortest distance between a lot line and any structure for which a building permit is required; provided, that eaves, noncombustible chimneys and fireplaces, and similar protrusions may extend up to an additional 24 inches from the vertical wall of the building.

“Sexually oriented business” means an adult arcade, adult bookstore, adult cabaret, adult motel, adult motion picture theater, adult theater, escort agency, nude or semi-nude model studio.

“Sexually oriented entertainment” means a live performance at an adult cabaret which is characterized by the performer’s exposure of “specified anatomical areas.”

Side Yard. See “Yard, side.”

“Sign” means any device, structure, fixture, or placard that uses colors, words, letters, numbers, symbols, logos or trademarks for the purpose of providing information or directions, or identifying or advertising any place, establishment, product, good, or service and includes all supports, braces, guywires and anchors associated with such signs.

“Sign administrator” means community development director, or designee.

“Sign, community-wide event” means a temporary nonilluminated sign advertising a general public and/or community-wide event within the city that is sponsored by an organization within the city.

“Single-occupant vehicle” means motor vehicle occupied by one employee for commute purposes, including a motorcycle.

Agenda Item # 12a.

“Single worksite” means a building or group of buildings on physically contiguous parcels of land or on parcels separated solely by roads or rights-of-way occupied by one or more affected employers.

“Site area” means that area of land associated with a certain development application.

“Site plan amendment, minor” means an amendment to an approved and valid site plan that affects only the precise dimensions or siting of building (i.e., lot coverage, height, setbacks) but does not affect the basic character or arrangement and number of buildings approved in the plan, the density of the development or the amount and quality of open space and landscaping. Proposed dimensional amendments shall not vary more than 10 percent from the original, but shall not exceed the standards of the applicable district.

“Site plan amendment, major” means an amendment to an approved and valid site plan that substantially changes the character, basic design, density, open space or other requirements and conditions of the approved and valid site plan.

“Soils engineer (geotechnical engineer)” means an engineer experienced and knowledgeable in the practice of soils engineering (geotechnical engineering).

“Soils engineering (geotechnical engineering)” means the application of the principles of soils mechanics in the investigation, evaluation and design of civil works involving the use of earth materials and the inspection or testing of the construction thereof.

“Solid waste” or “wastes” means all putrescible and nonputrescible solid and semi-solid wastes including, but not limited to, garbage, rubbish, ashes, industrial wastes, swill, sewage sludge, demolition and construction wastes, abandoned vehicles or parts thereof, and recyclable materials.

“SOV rate” means the number of commute trips over a set period made by affected employees in SOVs divided by the number of affected employees working during that period.

“SOV trips” means commute trips made by affected employees in SOVs.

“Specified anatomical areas” means less than completely and opaquely covered human genitals, pubic region, buttocks, anus, or female breasts below a point immediately above the top of areola, or human male genitals in a discernibly turgid state, even if completely and opaquely covered.

Agenda Item # 12a.

“Specified criminal acts” means any conviction or acts which are sexual crimes against children, sexual abuse, rape or crimes connected with another sexually oriented business, including, but not limited to, distribution of obscenity or material harmful to minors, prostitution or pandering.

“Specified sexual activities” means:

- The fondling or other intentional touching of human genitals, pubic region, buttocks, anus, or female breasts; or
- Sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation, or sodomy; or
- Masturbation, actual or simulated; or
- Human genitals in a state of sexual stimulation, arousal or tumescence; or
- Excretory functions as part of or in connection with any of the above.

“Specimen tree” means an existing healthy tree which poses no safety hazard due to potential collapse and is of the following species and minimum diameter measured at breast height; provided, that the measure of multi-trunk trees shall be the sum of the diameters:

- Douglas fir, western red cedar, western hemlock, or big leaf maple: 15 inches;
- Oregon white oak, pacific yew, or madrona: 12 inches;
- Historic fruit trees: no size limit.

“Square feet” means square feet of the combined horizontal area of all floors of a building measured from the exterior faces of the exterior walls, excluding spaces lacking standing head room.

“State siting criteria” means criteria for the siting of hazardous waste treatment and storage facilities contained in WAC [173-303-285](#).

“Storage, indoor” means a structure containing separate, individual, and private storage spaces of varying sizes leased or rented on individual leases for varying periods of time for the storage of goods such as furniture, files, or other unused or seldom used items. The definition excludes hazardous material storage, outdoor storage, warehousing and distribution, and vehicle or recreational vehicle storage. The access to the storage units is from building interiors.

Agenda Item # 12a.

“Mini-storage, mini-” means a structure containing separate, individual, and private storage spaces of varying sizes leased or rented on individual leases for varying periods of time for dead storage only. Storage of boats, trailers, and recreational vehicles is permitted. Auctions except auctions authorized by legal action, commercial wholesale or retail businesses, garage sales, repair of motorized equipment and/or vehicles, operation of power tools, and storage of flammable or hazardous materials and explosives is prohibited.

“Story” means the portion of a building included between the upper surface of a floor and the upper surface of the floor or roof next above. It is measured as the vertical distance from top to top of two successive tiers of beams for finished floor surfaces and, for the topmost story, from the top of the floor finish to the top of the ceiling joists or, where there is not a ceiling, to the top of the roof rafters.

“Stream” means an area where surface waters flow sufficiently to produce a defined channel or bed. A defined channel or bed need not contain water year-round. This definition is not meant to include storm or surface runoff devices or other entirely artificial watercourses unless they were constructed within or in association with a naturally occurring stream or drainage course.

“Street frontage” means the boundary of a lot separating such lot from an abutting street. For multi-tenant buildings, street frontage shall be the width of the front of the suite. The front of the suite is defined as the wall plane which the suite address is assigned and contains the main customer entrance.

“Street tree” means a tree planted or retained in a public right-of-way or parking strip.

“Structure” means anything constructed or erected, the use of which requires location on the ground or attachment to something having location on the ground, but not including fences and walls less than six feet in height.

“Subdivision” means the division of land into two or more lots, parcels or sites for the purpose of sale or lease. (Note: For purposes of this development code, the term “subdivision” includes the short subdivision of land.)

See Chapter 58.17 RCW

Chapter 25.36
MIXED USE DISTRICT - 2

Sections:

25.36.010 Purpose.

25.36.020 Permitted uses.

25.36.021 Drive-thru uses.

25.36.025 Accessory uses.

25.36.030 Conditional uses.

25.36.040 Prohibited uses.

25.36.050 Building setback restrictions.

25.36.060 Site plan approval.

25.36.070 Design review.

25.36.080 Development Agreement

25.36.010 Purpose.

The purpose of this district is to implement the comprehensive plan's concept of permitting uses that are allowed in the commercial district, the office district and residential zone district. This area is intended to provide office space, goods and services to the entire community or larger market. (Ord. 02-707 § 1)

25.36.020 Permitted uses.

(1) All uses that are permitted in the mixed use district (DMC 25.35.020);

(2) Indoor Storage.

25.36.021 Drive-thru uses.

Restaurants with a drive-thru window shall meet the following additional requirements:

(1) Shall be no closer than 5,000 linear feet, measured as a straight line, to any other drive-thru fast food restaurant located in the mixed use district or mixed use district-2. (Ord. 09-873 § 1)

25.36.025 Accessory uses.

Electric vehicle charging facilities. (Ord. 11-919 § 10)

25.36.030 Conditional uses.

All uses that are identified as conditional uses in the mixed use district shall be conditional in the mixed use district-2. (Ord. 02-707 § 1)

25.36.040 Prohibited uses.

All uses not identified as permitted or conditional in the mixed use district. (Ord. 02-707 § 1; Ord. 09-873 § 1)

25.36.050 Building setback restrictions.

(1) The front yard setback shall be between zero and 20 feet, except when across the street from a residential district, in which case it shall be that of the adjoining residential district.

(2) The minimum side yard setback shall be zero feet, except building setbacks adjoining residential district shall be 20 feet. In no case shall a building encroach within a vision clearance triangle as defined by DMC 25.110.010.

(3) The minimum rear yard setback shall be zero feet.

(4) The maximum building height shall be 50 feet. (Ord. 02-707 § 1)

25.36.060 Site plan approval.

Site plan approval is required for all development projects and shall be processed with a Type II or III procedure as provided for residential use in DMC 25.20.050(6), for commercial use in DMC 25.25.060, and for office use in DMC 25.30.060. (Ord. 03-736 § 4; Ord. 02-707 § 1)

25.36.070 Design review.

Design review is required for all development projects pursuant to DMC 25.70. Design review shall be processed with a Type I procedure as set forth in DMC 25.175.010.

25.36.080 Development Agreement

(1) Development projects may reduce the requirements described in DMC 25.70.020(3(b)) from the stated minimum 80 percent to no less than 25 percent through a Development Agreement. The City may require conditions to mitigate the impacts of each proposal on the basis of the specific project uses, location and orientation. The Development Agreement would stipulate the percentage of retail-type uses, provisions to make the retail functional, and other design parameters that would ensure useful retail space.



MEETING DATE: **Agenda Item # 12b.**
November 22, 2016

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

TITLE:

Ordinance Adopting the Annual Budget for the City of DuPont for the Fiscal Year Ending December 31, 2017 - Second Reading

Department: Finance	Discussion Date: 11/15/16
Originator: Staff	First Reading Date: 11/08/16
Assigned to: Paula Barry, Finance Director	Public Hearing Date:

BUDGET IMPACT: Yes No

FUND:

Amount Budgeted		
Additional Required	\$15,471,702.00	All Funds

DETAILED SUMMARY STATEMENT:

2017 budget workshops have been held throughout October and November 2016. In addition, presentations on the six-year financial plan, revenue projections and public hearings have been presented from September into November.

After discussions at the November 15 workshop the following adjustments, resulting in a reduction in expenditures in the Capital Projects Fund of \$70,000, have been made to the 2017 Budget since the first reading:

- 1) Remove appropriation for Community Center Design & Operational Study (\$100,000)
- 2) Add appropriation for Trail Markers Project \$20,000
- 3) Add appropriation for Center Drive Median Improvements \$10,000

Proceeds of \$250,000 from the sale of the Shaw house property are still projected in the 2017 budget along with \$125,000 allocation to the reserve funds. The actual proceeds from the sale are unallocated until such time that the sale takes place; actual allocation of any and all proceeds from the sale will be through a quarterly budget adjustment. At that time a budget amendment will be processed authorizing the appropriations Council chooses.



RECOMMENDATION:

Move to adopt the 2017 Budget Ordinance.

**CITY OF DuPONT
WASHINGTON**

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE ANNUAL BUDGET OF THE CITY OF DuPONT FOR THE FISCAL YEAR ENDING DECEMBER 31, 2017.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DuPONT:

Section 1. The annual budget of the City of DuPont for the year 2017 is hereby adopted in its final form and content as set forth below.

Section 2. Estimated resources for each separate fund of the City of DuPont for the year 2017 are set forth in summary form below and are hereby appropriated as follows.

FUND	REVENUES	EXPENDITURES	ENDING FUND BALANCE
General Fund	\$ 9,058,908	\$ 8,125,801	\$ 933,107
Revenue Stabilization Fund	408,725	-	408,725
Contingency Fund	207,113	-	207,113
Street Fund	1,187,314	1,135,642	51,672
Street Depreciation Fund	495,621	107,360	388,261
Hotel/Motel Tax Fund	320,946	177,108	143,838
Public Safety Mitigation Fund	404,197	124,835	279,362
Glacier NW Settlement Fund	620,977	-	620,977
Donations Fund	3,108	-	3,108
Drug Enforcement Fund	9,371	-	9,371
GO Bond Debt Service Fund	771,130	771,130	-
Capital Projects Fund	1,368,576	797,169	571,407
Water Utility Fund	6,051,172	2,563,109	3,488,063
Stormwater Utility Fund	3,818,141	1,241,630	2,576,511
Equipment Rental & Replacement Fund	1,896,107	336,139	1,559,968
Transportation Benefit District Fund	103,246	91,779	11,467
GRAND TOTAL	\$ 26,724,652	\$ 15,471,702	\$ 11,252,950

Section 3. The City Clerk is directed to transmit a certified copy of the budget hereby adopted to the Division of Municipal Corporations in the Office of the State Auditor and to the Association of Washington Cities.

Section 4. This Ordinance shall be in force and take effect January 1, 2017, after its publication according to law.

...

Agenda Item # 12b.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE 22nd DAY OF NOVEMBER, 2016.

CITY OF DUPONT

Mike Courts, Mayor

ATTEST/AUTHENTICATED:

Karri Muir, City Clerk

APPROVED AS TO FORM:

Gordon P. Karg, City Attorney

Ordinance No.:
Filed with the City Clerk:
Passed by the City Council:
Date of Publication:
Effective Date:

City of DuPont
2017 Program Expenditure Budget

PROGRAM: FIRE OPERATIONS						
001-008-522-20						
EXPENDITURES	2014 Actual	2015 Actual	2016 Adopted	2016 Revised	2016 YTD (thru Oct)	2017 Proposed
11.00 Salaries and Wages	\$ 212,213	\$ 239,690	\$ 231,372	\$ 231,372	\$ 203,947	\$ 260,708
12.00 Overtime	59,831	49,869	22,333	22,637	42,077	23,067
13.00 Reserve Firefighter/EMTs	1,158	3,389	-	-	4,415	3,991
21.00 Personnel Benefits	92,158	87,866	92,408	92,408	90,519	104,915
26.00 Uniform Cleaning	28	37	-	-	-	-
27.00 Uniforms	3,503	4,372	8,000	8,000	1,094	8,000
28.00 Personal Protective Equip/Clothing	2,666	1,782	6,000	6,000	1,837	6,000
Total Salary, Wages and Benefits	\$ 371,558	\$ 387,005	\$ 360,113	\$ 360,417	\$ 343,888	\$ 406,681
31.00 Operating Supplies	\$ 2,954	\$ 4,156	\$ 15,000	\$ 15,000	\$ 5,571	\$ 15,000
31.12 Prevention/Education Supplies	-	871	800	800	571	1,476
35.00 Small Tools & Equipment	217	2,837	3,500	18,261	1,340	3,500
41.00 Professional Services	7,596	2,110	3,000	3,000	3,448	3,100
43.00 Travel & Subsistence	76	1,011	1,500	1,500	563	1,500
45.00 Operating Rentals & Leases	300	-	400	400	-	400
46.00 AWC-RMSA Insurance	5,906	5,948	6,689	6,689	6,689	6,823
48.00 Repair & Maintenance	3,282	9,531	7,000	7,000	13,604	9,150
49.01 Conference/School/Training	1,859	11,010	11,000	11,000	4,607	11,000
49.02 Printing/Binding	231	-	-	-	-	-
49.03 Prof Dues & Subscriptions	1,095	551	2,000	2,000	30	2,000
51.00 Intergovernmental Services	-	-	-	-	2,430	-
51.01 Dispatch Services	53,169	57,154	53,540	53,540	58,348	64,611
Total Other Expenditures	\$ 76,686	\$ 95,179	\$ 104,429	\$ 119,190	\$ 97,201	\$ 118,560
TOTAL EXPENDITURES	\$ 448,244	\$ 482,184	\$ 464,542	\$ 479,607	\$ 441,089	\$ 525,241

- 11.00 3 Captains (30%); 8 Firefighter/EMTs (30%)
- 13.00 Stipends for Reserve Firefighter program
- 27.00 New uniforms, uniform replacements & badges
- 28.00 Personal protective equipment & clothing
- 31.00 Technical resource materials, copier/printer supplies, prevention & education supplies, tires, batteries, vehicle repair supplies
- 43.00 Travel costs associated with staff training and meetings
- 49.01 Training registration
- 49.03 National Fire Protection Association (NFPA), blue card renewals
- 51.01 Dispatch services from South Sound 911

City of DuPont
2017 Program Expenditure Budget

PROGRAM: EMS							
001-008-522-21							
EXPENDITURES	2014 Actual	2015 Actual	2016 Adopted	2016 Revised	2016 YTD (thru Oct)	2017 Proposed	
11.00 Salaries and Wages	\$ 495,488	\$ 559,276	\$ 539,869	\$ 539,869	\$ 475,874	\$ 608,319	
12.00 Overtime	139,606	116,361	52,111	52,111	98,179	57,724	
13.00 Reserve Firefighter/EMTs/Paramedics	5,164	20,913	35,550	35,550	10,303	9,312	
21.00 Personnel Benefits	214,974	207,281	215,619	215,619	204,213	244,801	
27.00 Uniforms	-	-	1,500	1,500	589	1,500	
Total Salary, Wages and Benefits	\$ 855,231	\$ 903,831	\$ 844,649	\$ 844,649	\$ 789,156	\$ 921,656	
31.00 Operating Supplies	\$ 5,859	\$ 6,719	\$ 6,500	\$ 6,500	\$ 4,154	\$ 6,500	
35.00 Small Tools & Equipment	1,616	-	1,500	1,500		1,500	
41.00 Professional Services	5,347	3,764	5,000	5,000	4,656	5,100	
46.00 AWC-RMSA Insurance	13,780	13,879	15,608	15,608	15,608	15,920	
48.00 Repairs & Maintenance	189	-	600	600	92	600	
49.01 Conference/School/Training	177	595	5,000	5,000	1,694	5,000	
49.02 Printing/Binding	245	164	300	300	471	300	
49.03 Dues & Subscriptions	987	1,110	1,200	1,200	132	1,225	
51.00 Intergovernmental Services	60	-	-	-	30		
Total Other Expenditures	\$ 28,261	\$ 26,231	\$ 35,708	\$ 35,708	\$ 26,836	\$ 36,145	
TOTAL EXPENDITURES	\$ 883,492	\$ 930,063	\$ 880,357	\$ 880,357	\$ 815,992	\$ 957,801	

- 11.00 3 Captains (70%); 8 Firefighter/EMTs (70%)
- 13.00 Stipends for Reserve EMT program
- 31.00 Medical supplies
- 35.00 Glucometers, EMS gearbags, stethoscopes, vacuum splints, sked boards
- 43.00 Travel costs associated with staff training and meetings
- 49.01 Training registration



MEETING DATE: November 22, 2016 **Agenda Item # 12c.**

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

TITLE:

Amendments to and reclassification of Special Events Permit ordinance

Department: Police	Discussion Date: 11/22/16
Originator: Staff	First Reading Date:
Assigned to: Gordon Karg, City Attorney	Public Hearing Date:

BUDGET IMPACT: Yes No

FUND:

Amount Budgeted		
Additional Required		

DETAILED SUMMARY STATEMENT:

Discussion regarding proposed DuPont Municipal Code (DMC) amendments that would repeal the special event permitting requirements and procedures in Chapter 10.04 and replace it with a new DMC chapter (Chapter 9.20) under Title 9 that is a more comprehensive and detailed set of special event permitting rules, procedures and requirements.

RECOMMENDATION:

Second Reading and ultimate passing of the amendment in due course.

CITY OF DuPONT
WASHINGTON
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DuPONT, PIERCE COUNTY, WASHINGTON; ADOPTING CHAPTER 9.20 TO THE DuPONT MUNICIPAL CODE, RELATING TO REQUIREMENTS AND ISSUANCE OF SPECIAL EVENT PERMITS, REPEALING AND REPLACING CHAPTER 10.04 OF THE DuPONT MUNICIPAL CODE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City of DuPont Municipal Code (DMC) already requires special event permit for public and private events of this type in the City; and

WHEREAS, this adoption of a new chapter shall provide greater discretion, control and clarity in the issuance of such permits for the health, safety and welfare of the citizenry; and

WHEREAS, this adoption of a new chapter shall provide for an orderly but welcoming environment for special events to be held in the City while also providing for public safety.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DuPONT, WASHINGTON DO HEREBY ORDAIN AS FOLLOWS:

Section 1. DMC Chapter 9.20 is hereby adopted in its entirety as set out in Exhibit A to this Ordinance.

Section 2. DMC Chapter 10.04 is hereby repealed, its purpose and intent now fulfilled by DMC Chapter 9.20.

Section 3. City Clerk Shall File and Maintain Copies of Codes. The City Clerk shall file and maintain in the City Clerk's office one copy of each of the referenced Codes in the form in which they were adopted for use and examination by the public.

Section 4. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

...

Agenda Item # 12c.

Section 5. Effective Date. This Ordinance shall be published in the official newspaper of the City and shall take effect and be in force on January 1st 2017.

PASSED by City Council and approved by the Mayor, this ____ day of _____, 2016.

Mike Courts, Mayor

Attest:

Karri Muir, CMC, City Clerk

Approved as to Form:

Gordon Karg, City Attorney

Ordinance No.:
Filed with the City Clerk:
Passed by the City Council:
Date of Publication:
Effective Date: 01-01-17

**Chapter 9.20
SPECIAL EVENTS**

Sections:

- [9.20.010](#) Purpose and policy.
- [9.20.020](#) Intent.
- [9.20.030](#) Definitions.
- [9.20.040](#) Exemptions.
- [9.20.050](#) Administration.
- [9.20.060](#) Permit required.
- [9.20.070](#) Permit fee.
- [9.20.080](#) Exemptions from permit fee.
- [9.20.090](#) Permit application.
- [9.20.100](#) Permit requirements.
- [9.20.110](#) Permit conditions.
- [9.20.120](#) Denial of application.
- [9.20.130](#) Indemnification.
- [9.20.140](#) Insurance required.
- [9.20.150](#) Revocation or suspension.
- [9.20.160](#) Penalty for violation.
- [9.20.170](#) Severability.

9.20.010 Purpose and policy.

Special events are large-scale public events of infrequent occurrence and temporary nature and may be associated with promotions, holidays, festivals, etc. Because special events typically require extraordinary levels of City services a party planning a special event shall apply for and be issued a special events permit, granted by the Police Chief or designee, prior to holding the special event.

9.20.020 Intent.

It is the specific intent to place the obligation of complying with the requirements of this chapter upon the applicant or sponsor, and nothing contained in this chapter is intended to be construed to create or form the basis for liability on the part of the city, or its officers,

employees or agents for any injury or damage resulting from the failure of the applicant or sponsor to comply with the provisions stated herein.

9.20.030 Definitions.

For the purpose of this chapter, words and phrases used herein are as follows:

- (a) "Applicant" shall mean any person or organization who seeks a special event permit to conduct or sponsor an event governed by this chapter.
- (b) "Athletic event" shall mean an occasion in which a group of persons collect to engage in or watch a sport or form of exercise on private or public property and/or on a city street, sidewalk, alley, or other street right-of-way, which obstructs, delays or interferes with the normal flow of pedestrian or vehicular traffic, or does not comply with traffic laws or controls. Athletic events include, but are not limited to, bicycle and foot races, runs, walks, etc.
- (c) "Block party" shall mean a festive gathering on private property that requires the closure of a street or any other public right of way, or a portion thereof, to vehicular or pedestrian traffic, and/or use of the street or public right of way for the festivity including barbecues, picnics, music or games.
- (d) "Parade" shall mean a march or procession consisting of any number of persons, animals, or vehicles, or a combination thereof, on any city street, sidewalk, alley, or other right-of-way, which obstructs, delays or interferes with the normal flow of pedestrian or vehicular traffic, or does not comply with traffic laws and controls.
- (e) "Permit application fee" shall mean the fee to be paid by the special event permit applicant at the time the application is filed with the Police Department. Such fee shall be set by the City Council.
- (f) "Permittee" shall mean any person or organization who has been issued a special event permit by the City Administrator or appointed designee. The permittee shall have authority, subject to approval by the city, to determine participation in commercial activities during a special event.
- (g) "Refundable deposit" shall mean the amount of money required of a permittee by the Public Works department in order to assure adequate cleanup of the special event site. The deposit shall be returned to the permittee upon the completion of the event and approval of the Public Works department.

- (h) "Special Event" any event or gathering at or in any way utilizing a public place, City property, or public right-of-way, which anticipates an attendance of fifty (50) or more people. The following events, as defined in this Chapter are also Special Events for the purposes of this Chapter even if they do not meet the above definition of a "Special Event": "Athletic Event"; "Block Party"; and "Parade".
- (i) "Special events permit" shall mean the permit issued by the Police Chief or appointed designee after the applicant has met all applicable reviews and requirements set forth in this chapter.

9.20.040 Exemptions.

The provisions of this chapter shall not apply to:

- (a) Funeral processions;
- (b) Groups required by law to be so assembled;
- (c) Pedestrian processions of less than fifty (50) individuals along a route that is restricted to sidewalks and crossing streets only at pedestrian crosswalks in accordance with traffic regulations and controls; and
- (d) Activities and events deemed by the City Administrator or appointed designee to not require a special events permit.

9.20.050 Administration.

The Police Chief or designee shall, after consultation with the Mayor, the City Administrator and all appropriate departments and agencies, have discretionary authority regarding special event permits. The Police Chief or designee may approve, modify, or condition an application for a special events permit.

9.20.060 Permit required.

Any person desiring to conduct or sponsor a special event shall first obtain a special events permit.

9.20.070 Permit fee.

The fee for issuance of a special events permit shall be set by resolution of the City Council. The special event permit fee is separate from and does not include any additional costs for City services required for the special event or other conditions required by permit or law.

9.20.080 Exemptions from permit fee.

(a) No fee shall apply to special events held for a specific and defined political or religious activity or purpose.

(b) No fee shall apply to a “block party” as defined in this Chapter.

(c) Fees may be waived at the discretion of the City Administrator or designee for special events sponsored by nonprofit agencies and which further the goals and objectives of the City.

9.20.090 Permit application.

(a) Any person wishing to sponsor a special event shall apply for a special event permit by filing an application with the Police Department, on a City approved application form, at least sixty (60) days prior to the date on which the event is to begin to occur.

(b) The Police Chief or designee shall issue the special events permit once the application has been approved and after review by appropriate officials and agencies to include the Mayor, City Administrator, Police, Fire, Public Works, Planning, Parks & Recreation and any others as determined by the Police Chief or designee, and the applicant has agreed in writing to comply with the terms and conditions of the permit.

(c) The Police Chief or designee shall approve, conditionally approve, or deny an application based on the recommendations of city departments involved in the review process.

9.20.100 Permit requirements.

(a) Temporary signage and temporary structures will be allowed subject to provisions of this code pursuant to the interpretive authority and discretion of the Police Chief.

- (b) Requests for or conditions requiring temporary parking facilities for special events and street closures for special events shall be subject to provisions of this code pursuant to the interpretive authority and discretion of the Police Chief.
- (c) Requests for or conditions requiring fire and emergency medical services shall be subject to requirements and interpretive authority and discretion of the Fire Chief.
- (d) Requests for or conditions requiring police services and public safety needs shall be subject to provisions of this code pursuant to the interpretive authority and discretion of the Police Chief.
- (e) A Special Event permit that is conditionally approved will only be valid so long as all conditions required by the City are either met or demonstrably addressed prior to the event to the satisfaction of the Police Chief or designee.
- (f) Expenses for fire, police, medical services, parks, and public works crews needed for coverage and cleanup at the special event shall be prepaid and the responsibility of the permittee, even if the permit fee has been waived.
- (g) All vendors operating a revenue generating business as part of a Special Event shall obtain and display a 24 hour special event activities business license pursuant to DMC 5.04.030(d).

9.20.110 Permit conditions.

The Police Chief or designee may, at their discretion, condition the issuance of a special events permit by imposing reasonable requirements concerning time, place, and manner of the event; and such requirements as are necessary to protect the safety, health, and welfare of the citizenry, and property, and control of traffic. Conditions of special event permit issuance may include, but is not limited to: a requirement to provide a specified number of off-duty police officers; a requirement to provide a specified number of qualified emergency medical personnel; or a requirement to provide a specified number of personnel to clean or repair public property after a Special Event. (Ord. 1248 § 11, 2000).

9.20.120 Denial of application.

A special event permit may be denied based upon a determination that:

Agenda Item # 12c.

- (a) The event would seriously endanger public safety;
- (b) The event would seriously inconvenience the general public;
- (c) The event would unreasonably infringe upon the rights of abutting property owners or occupants;
- (d) The event would conflict with another proximate event or interfere with construction or maintenance work in the immediate vicinity;
- (e) There are insufficient safety personnel or other necessary city staff to accommodate the event;
- (f) The applicant failed to complete the application form after being notified of the additional information, conditions or documents required;
- (g) Information contained in the application of supplemental information requested from the applicant is found to be false in any material detail;
- (h) The applicant cannot meet, or is unwilling to meet, all of the requirements of this chapter or any special conditions imposed by the City;
- (i) Other issues where denial of the permit is in the public interest, as identified by the Police Chief or designee.

9.20.130 Indemnification.

- (a) Prior to the issuance of the special event permit, the applicant must agree to reimburse the city for any costs incurred by the city in repairing damage to city property occurring in connection with the permitted event.
- (b) Permittee agrees to defend, indemnify and hold harmless the city, its appointed and elected officers and employees from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the city, its elected officials or employees for damages because of personal or bodily injury, including death at any time therefrom, sustained by any person or persons and on account of damage to property or loss therefrom, arising out of any activity under or in

connection with the special event, except only such injury as shall have been occasioned by the sole negligence of the city, its appointed or elected officers or employees.

(c) The Police Chief or designee has the authority to require a refundable deposit as suggested by the Public Works department for reimbursement of the costs for cleanup services.

9.20.140 Insurance required.

(a) The permittee shall provide the city with proof of commercial general liability insurance generally in the minimum amount of \$1,000,000 combined single limits per occurrence, and an endorsement naming the City of DuPont as an additional insured must be provided.

(b) Certificates of insurance shall be submitted to the city for approval 14 working days prior to the event. Acceptability of insurance is subject to approval by the City.

9.20.150 Revocation or suspension.

(a) A special event permit issued under this chapter shall be temporary, shall vest no permanent rights in the applicant, and may be immediately revoked or suspended by the City Administrator or designee if:

(1) The applicant has made a misstatement of material fact in the information supplied; the applicant has failed to fulfill a term or condition of the permit in a timely manner; or the check submitted by the applicant in payment of the fee for a permit has been dishonored;

(2) The applicant requests the cancellation of the permit or cancels the event;

(3) The activity endangers or threatens persons or property, or otherwise jeopardizes the health, safety or welfare of persons or property;

(4) The activity conducted is in violation of any of the terms or conditions of the special events permit or any portion of the DuPont Municipal Code;

(5) An emergency or supervening occurrence requires the cancellation or termination of the event in order to protect the public health or safety.

...

Agenda Item # 12c.

(b) The city shall refund the permit fee in the event of a revocation caused by an emergency or supervening occurrence; the city shall refund the balance of the fee less the costs incurred if the cancellation occurs at the request of an applicant who is in compliance with this chapter.

9.20.160 Severability.

If any part, provision or section of this chapter is held to be void or unconstitutional, all other parts not expressly so held shall continue in full force and effect.

9.20.170 Appeal

A party whose application for a Special Event Permit was denied may appeal that denial under the same procedures and pursuant to DMC 1.17.100. A party seeking to appeal denial of a Special Event Permit must file a request for appeal with the City Clerk's Office within 10 calendar days of receiving the denial of permit as set out in DMC 1.17.100.

...



MEETING DATE: November 22, 2016 **Agenda Item # 13a.**

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

TITLE:

Fire Investigative Services from the Pierce County Fire Marshals Office.

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	\$1,749.01	General
Additional Required		

DETAILED SUMMARY STATEMENT:

This agreement is for Fire Investigative Services for the City of DuPont by the Pierce County Fire Marshals office . The agreement provides an "On-Call" Fire Investigator for response 24/7 for the year 2017. The agreement includes a certified investigator, assistance to our Police Department related to fire investigations, copies of all reports, expert testimony, and training to our staff in Fire Investigation and Arson Recognition. This is not a requests for addition funds.

RECOMMENDATION:

Approve Agreement

AGREEMENT FOR FIRE INVESTIGATION SERVICES

THIS AGREEMENT is made and entered into by and between PIERCE COUNTY, a political subdivision of the State of Washington, (hereinafter referred to as "County") and the City of DuPont, a municipal corporation, (hereinafter referred to as "District")

WHEREAS, RCW 43.44.050(1)(a) provides that within a city the chief of a fire department has the responsibility for investigating the origin, cause, circumstances, and extent of loss of all fires within the city limits of the city; and

WHEREAS, RCW 43.44.050(1)(b) provides that within the unincorporated areas of the county, the county fire marshal or other fire official so designated by the county legislative authority has the responsibility for investigating the origin, cause, circumstances, and extent of loss of all fires within the unincorporated areas of the county; and

WHEREAS, RCW 43.44.050(3) provides that cities, towns, agencies, and counties may enter into agreements to meet the responsibility required by RCW 43.44.050; and

WHEREAS, the District includes the City of DuPont (hereinafter referred to as "City"); and

WHEREAS, County and District believe it to be in the best interests of their citizens that County provide fire investigation services within the District's City's jurisdiction in the event of a fire or explosion or related occurrence; NOW THEREFORE,

IT IS HEREBY AGREED AS FOLLOWS:

1. Purpose. It is the purpose of this agreement to provide an economical mechanism to provide for the determination of origin and cause of fires, explosions or related occurrences and to conduct such investigations in a competent manner and to pursue such fire investigations to a reasonable conclusion.

2. Duration. The duration of this agreement shall be that period commencing on the 1st day of January 2016 and terminating at midnight on the 31st day of December 2021, unless this agreement is sooner extended or terminated in accordance with the terms hereof.

3. Definitions. As used in this agreement, the following definitions will apply.

A. "Fire Investigation" means the process of determining the origin, cause, development and circumstances of a fire or explosion and following the facts to a reasonable conclusion.

B. "Fire Investigator" means an employee of the Pierce County Fire Prevention Bureau fully trained and equipped to conduct competent, complete and accurate fire investigations.

C. "On-Call" means a Fire Investigator immediately available for response (or consultation) to a Fire Investigation or related incident 24 hours per day, 7 days per week, 365 days per year.

Agenda Item # 13a.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of District, its officers, officials, employees and agents, and County, its officers, officials, employees and agents, each party's liability hereunder shall be only to the extent of that party's negligence.

10. General. Neither party may assign or transfer this contract or any rights or obligations hereunder without the prior written consent of the other party. This contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, and understandings of any nature whatsoever. Any changes to this contract requested by either party may only be affected if mutually agreed upon in writing by duly authorized representatives of the parties hereto.

11. Breach of Contract. Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this contract shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.
Dated this ____ day of _____, _____.

PIERCE COUNTY
Recommended:

CITY OF DUPONT

By _____ Date _____
Warner Webb
Fire Marshal

By _____ Date _____
Larry Creekmore
Fire Chief

Approved as to legal form only:

By _____ Date _____
Deputy Prosecuting Attorney

By _____ Date _____
Deputy Prosecuting Attorney

Recommended:

By _____ Date _____
Budget and Finance

By _____ Date _____

Approved:

By _____ Date _____
Lowell Porter
Director

By _____ Date _____
Ted Danek
City Administrator

ATTACHMENT "A"

City of DuPont

Fire Investigation Services Work Plan

1. Provide an On-Call Fire Investigator(s) available to respond to Fire Investigation incidents 24 hours per day, 365 days per year.
2. Provide all necessary training, equipment and supplies required to respond to and conduct complete, quality Fire Investigations.
3. Provide appropriate supervision of Fire Investigation Services program and assigned personnel.
4. Provide necessary assistance to City of DuPont law enforcement and prosecution personnel as it relates to Fire Investigations.
5. Provide additional support and resources (staffing and material) as necessary to conduct complete, quality Fire Investigations.
6. Provide copies of all reports completed by Fire Investigators related to Fire Investigations within City of DuPont.
7. Provide Expert testimony in court relative to Fire Investigations conducted in the City of DuPont.
8. Provide training for District's fire department personnel in Fire Investigation and Arson recognition.



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

TITLE:

Fourth Quarter 2016 Budget Amendment

Department: Finance	Discussion Date:
Originator: Staff	First Reading Date: 11/22/16
Assigned to: Paula Barry, Finance Director	Public Hearing Date:

BUDGET IMPACT: Yes No

FUND:

Amount Budgeted	\$15,474,488.00	All Funds
Additional Required	\$4,750.00	General

DETAILED SUMMARY STATEMENT:

The Council adopted the 2016 Budget at the December 8, 2015 City Council meeting. The 1st, 2nd and 3rd quarter budget amendments were approved by Council on April 26, July 26, and October 25, 2016, respectively.

This budget amendment consists of a miscellaneous adjustment resulting from a charitable donation from State Farm to the City of DuPont Police Department to use for the purchase of child identification equipment resulting in the following adjustments within the General Fund:

Revenue Adjustments: Recognize a charitable donation received from State Farm in the amount of \$4,750.

Expenditure Adjustments: Add an appropriation of \$4,750 allowing the use the donation received from State Farm for the purchase of child identification equipment.

Please see the attachment for further details on this budget amendment.

RECOMMENDATION:

Move ordinance adjusting the 2017 Budget to second reading and adoption at the December 13, 2016 City Council meeting.

**CITY OF DuPONT
WASHINGTON**

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DuPONT, WASHINGTON, RELATING TO BUDGETS AND FINANCE, REVISING THE 2016 ANNUAL BUDGET AMENDING SECTION 2 OF ORDINANCE NO. 15-996.

WHEREAS, the DuPont City Council adopted the 2016 budget pursuant to Ordinance No. 15-996 and revised the budget pursuant to Ordinance No.'s 16-1003 and 16-1006; and

WHEREAS, the City is prohibited from over expending its appropriated budget as set forth in Ordinance No. 15-996 and amended in Ordinance No.'s 16-1003 and 16-1006; and

WHEREAS, certain revisions to the 2016 budget are now necessary;

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

Section 1. The 2016 budget, as adopted in Ordinance No. 15-996 and amended in Ordinance No.'s 16-1003 and 16-1006, is hereby amended as set forth in Exhibit "A".

Section 2. The explanations of the amendments are listed in Exhibit "B".

Section 3. This Ordinance shall be in force and take effect following passage, approval, and publication.

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

CITY OF DUPONT

Mike Courts, Mayor

ATTEST/AUTHENTICATED:

Karri Muir, CMC, City Clerk

APPROVED AS TO FORM:

Gordon P. Karg, City Attorney
Ordinance No.:

Filed with the City Clerk:
Passed by the City Council:
Date of Publication:
Effective Date:

CITY OF DuPONT
2016 Budget Appropriation Adjustment
Exhibit "A"

⋮

FUND	REVENUES AND OTHER SOURCES			EXPENDITURES AND OTHER USES			ENDING
	Current Budget	Adjustment	Revised Budget	Current Budget	Adjustment	Revised Budget	BALANCE
General Government Operating Funds							
General Fund							
001 General	\$ 9,279,792	\$ 4,750	\$ 9,284,542	\$ 8,451,225	\$ 4,750	\$ 8,455,975	\$ 828,567
002 Revenue Stabilization	298,205	-	298,205	-	-	-	298,205
003 Contingency Reserve	152,103	-	152,103	-	-	-	152,103
004 Operating Reserve Fund	-	-	-	-	-	-	-
Subtotal General Fund & Reserves	9,730,100	4,750	9,734,850	8,451,225	4,750	8,455,975	1,278,875
Special Revenue Funds							
101 Street Operating	992,372	-	992,372	950,294	-	950,294	42,078
102 Street Depreciation	567,917	-	567,917	77,485	-	77,485	490,432
103 Hotel/Motel Tax	343,802	-	343,802	216,150	-	216,150	127,652
Subtotal Special Revenue Funds	1,904,091	-	1,904,091	1,243,929	-	1,243,929	660,162
Internal Service Funds							
501 Equipment Repair & Replacement	1,642,488	-	1,642,488	173,115	-	173,115	1,469,373
Subtotal Internal Service Fund	1,642,488	-	1,642,488	173,115	-	173,115	1,469,373
Total General Government Operating Funds	13,276,679	4,750	13,281,429	9,868,269	4,750	9,873,019	3,408,410
General Government Non-Operating Funds							
Special Revenue Funds							
104 Public Safety Mitigation	426,113	-	426,113	139,142	-	139,142	286,971
107 Glacier NW Settlement	618,373	-	618,373	-	-	-	618,373
150 Donations Fund	3,095	-	3,095	-	-	-	3,095
160 Drug Enforcement Fund	9,328	-	9,328	-	-	-	9,328
Subtotal Special Revenue Funds	1,056,909	-	1,056,909	139,142	-	139,142	917,767
Debt Service Funds							
202 General Obligation Bonds	914,568	-	914,568	914,016	-	914,016	552
Subtotal Debt Service Funds	914,568	-	914,568	914,016	-	914,016	552
Capital Improvement Funds							
301 Capital Projects	537,317	-	537,317	418,835	-	418,835	118,482
Subtotal Capital Improvement Fund	537,317	-	537,317	418,835	-	418,835	118,482
Fiduciary Funds							
631 Transportation Benefit District	123,460	-	123,460	83,815	-	83,815	39,645
Subtotal Fiduciary Fund	123,460	-	123,460	83,815	-	83,815	39,645
Total General Govt Non-Operating Funds	2,632,254	-	2,632,254	1,555,808	-	1,555,808	1,076,446
Enterprise Funds							
401 Water Utility	5,933,088	-	5,933,088	2,696,120	-	2,696,120	3,236,968
403 Stormwater Utility	3,780,880	-	3,780,880	1,354,291	-	1,354,291	2,426,589
Subtotal Enterprise Funds	9,713,968	-	9,713,968	4,050,411	-	4,050,411	5,663,557
Total Enterprise Funds	9,713,968	-	9,713,968	4,050,411	-	4,050,411	5,663,557
Total Budget	\$ 25,622,901	\$ 4,750	\$ 25,627,651	\$ 15,474,488	\$ 4,750	\$ 15,479,238	\$ 10,148,413

Ordinance approving the 4th Quarter 2016 Budget Amendment - First Reading (P. Barry).

CITY OF DuPONT
2016 Budget Appropriation Adjustment
Exhibit "B"

:

REVENUES & OTHER SOURCES			EXPENDITURES & OTHER USES		
Description	Account Number	Amount	Description	Account Number	Amount
General Fund (001)			General Fund (001)		
State Farm Donation to Police for Child ID Equipment	001-000-367-11-03-03	\$ 4,750	Child ID Equipment (Police Dept)	001-007-521-10-64-00	\$ 4,750
Total General Fund Adjustment		\$ 4,750	Total General Fund Adjustment		\$ 4,750
GRAND TOTAL - REVENUE ADJUSTMENTS		\$ 4,750	GRAND TOTAL - EXPENDITURE ADJUSTMENTS		\$ 4,750

Ordinance approving the 4th Quarter 2016 Budget Amendment - First Reading (P. Barry).