

**FIRCREST CITY COUNCIL
REGULAR MEETING AGENDA**

**TUESDAY, FEBRUARY 14, 2017
7:00 P.M.**



**COUNCIL CHAMBERS, FIRCREST CITY HALL
115 RAMSDELL STREET, FIRCREST, WA 98466**

1. **CALL TO ORDER BY PRESIDING OFFICER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **PRESIDING OFFICER'S REPORT**
5. **CITIZEN COMMENTS FOR ITEMS NOT ON THE AGENDA**
(Please sign the **Public Attendance Roster/Public Hearing Sign-Up Sheet** if you wish to speak during the meeting.)
6. **COMMITTEE, COMMISSION & LIAISON REPORTS**
 - A. Parks & Recreation
 - B. Environment, Planning, Building
 - C. Finance, IT
 - D. Administration
7. **CONSENT CALENDAR**
 - A. Approval of Vouchers/Payroll Checks
 - B. Approval of Minutes: [January 24, 2017 Regular City Council meeting](#)
8. **PUBLIC HEARING 7:15 P.M.**
 - A. [To receive comments on amendments to Fircrest Municipal Code Title 22.99 – Frequently Flooded Areas](#)
9. **UNFINISHED BUSINESS**
10. **NEW BUSINESS**
 - A. [Resolution authorizing the City Manager to execute an agreement with the Fircrest Police Officers Guild](#) - City Manager Rosenblatt
 - B. [Resolution expressing displeasure to the Tacoma City Council for the Tacoma Power proposed rate increase that would contribute supplemental funding to Click! Network for operating, maintenance, taxes, capital costs and debt service](#) – City Manager Rosenblatt
 - C. [Resolution authorizing the City Manager to execute Amendment No. 5 with Bannon, Carlson & Kessel to change the name to Leavitt Group NW](#) – City Manager Rosenblatt
 - D. [Awarding a contract to Archer Construction in the amount of \\$582,502.50 for the Emerson Sidewalk Project](#) – Public Works Director Wakefield
 - E. [Ordinance amending Fircrest Municipal Code 22.99.010 Designation of Frequently Flooded Areas](#) – Planning & Building Administrator Stahlnecker
11. **CITY MANAGER COMMENTS**
12. **DEPARTMENT HEAD COMMENTS**
13. **COUNCILMEMBER COMMENTS**
14. **EXECUTIVE SESSION**
15. **ADJOURNMENT**

COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON AGENDA

CITY OF FIRCREST
REGULAR CITY COUNCIL MEETING MINUTES
TUESDAY, JANUARY 24, 2017 **COUNCIL CHAMBERS**
7:00 P.M. **FIRCREST CITY HALL, 115 RAMSDELL STREET**

CALL TO ORDER, PLEDGE OF ALLEGIANCE AND ROLL CALL

Mayor Pro Tempore Hunter T. George called the regular meeting to order at 7:00 P.M. and led the Pledge of Allegiance. Councilmembers Blake Surina, Shannon Reynolds, Brett Wittner and Jason Medley were present. Mayor Matthew Jolibois and Councilmember Denny Waltier were excused.

PRESIDING OFFICER'S REPORT

George announced the following additions to the agenda: Item 7C - Consent Calendar: Setting a public hearing on February 14, 2017 at 7:15 P.M. to receive comments on amendments to Fircrest Municipal Code Title 22.99 – Frequently Flooded Areas and Item 14A – Executive Session: Labor Negotiations. No objections were noted.

Police Chief Cheesman introduced Victor Celis, the newly hired police officer, and highlighted his qualifications and experiences. Councilmembers welcomed Officer Celis to the City of Fircrest.

CITIZEN COMMENTS FOR ITEMS NOT ON THE AGENDA

Neil Holden, Westside Disposal Services, 2815 Rochester, University Place, noted they have provided waste service pickup for over 75 years.

Eric Bergson, 350 Del Monte, expressed disappointment that Tacoma Power was going to raise rates that would continue funding of the Click! Network.

Councilmembers expressed displeasure of the proposed rate increase.

MOTION

Moved by Wittner, seconded by Medley, to authorize the City Manager to submit a letter to Tacoma Public Utilities expressing displeasure for the surcharge for Click! Network.

Discussion continued on instead preparing a Resolution for Council consideration at the next meeting.

Wittner requested permission to withdraw the motion. George stated unless there is objection, the motion is withdrawn. No objections were noted.

There was consensus that a Resolution is brought forward for Council adoption.

PUBLIC HEARING

To receive comments on amendments to the 2017 – 2022 Six-Year Transportation Improvement Program.

At 7:20 P.M. George opened the public hearing and outlined the format.

Public Works Director Wakefield stated the City was recently was awarded a grant for the 2016 Innovative Safety Program for Traffic Signal Safety Improvements. He reported that adoption of this amendment will put the project on the Six-Year transportation Improvement Plan and will ensure compliance with the requirements relative to the grant application and subsequent agreement for funding the traffic signal project. Wakefield noted that without this amendment and inclusion in the Six-Year TIP, the agreement to accept this grant would not take place.

George invited public comment. None was provided.

Staff responded to Council inquiries.

At 7:24 P.M., George closed the public hearing.

COMMITTEE, COMMISSION AND LIAISON REPORTS

Public Safety and Court

George stated he and Cheesman met to discuss the following:

- Hiring of the new police officer, noting that a thorough job was done prior to making the selection
- Holding the Tacoma School District accountable regarding conditions of occupancy for the Wainwright school, i.e., signage and pedestrian lights
- Investigating the possibility of tapping into the surveillance cameras at Wainwright for offsite viewing at the police department
- Maintaining as-builts and floor plans of Wainwright at the police department to assist in the event of an emergency
- Changeover of the reporting system to add accountability and efficiency to internal reporting
- An interest from the new Court Administrator in going paperless and for both departments to work together
- The “Shoot, Don’t Shoot” Law Enforcement Training Simulator that will be on site on February 14th and February 15th

Cheesman provided an update to progress made regarding the signage requirements with the Tacoma School District.

Staff responded to a Council inquiry about a project within the Transportation Improvement Program.

CONSENT CALENDAR

George requested the City Clerk read the consent calendar as follows: approval of Voucher No. 208812 through Voucher No. 208875 in the amount of \$138,142.50; approval of Payroll Check No. 12528 through Payroll Check No. 12535 in the amount of \$100,059.31; approval of the January 10, 2017 Regular City Council meeting; approval of the January 17, 2017 Special meeting; and setting a public hearing on February 14, 2017 at 7:15 P.M. to receive comments on amendments to Fircrest Municipal Code Title 22.99 – Frequently Flooded Areas.

MOTION

Moved by Medley, seconded by Reynolds, to approve the consent calendar as read. Upon vote, motion carried unanimously.

NEW BUSINESS

Ordinance amending FMC 6.08.130 relating to the schedule of rates and charges for solid waste collection

Rosenblatt stated that a public hearing was conducted on January 10, 2017 to accept public comment on the proposed rates. He concluded by indicating that the ordinance is before Council to establish the adjusted solid waste rates.

ORDINANCE NO. 1595

Moved by Medley, seconded by Surina, to adopt Ordinance No. 1595 amending Section 1 of Ordinance No. 1557 and FMC 6.08.130 relating to the schedule of rates and charges for solid waste collection.

George invited public comment. None was provided.

VOTE

Upon vote, motion carried unanimously.

Resolution authorizing the City Manager to execute Amendment No. 1 to the agreement with Greenleaf Landscaping Inc., for maintaining certain landscaped areas within Fircrest in 2017

Rosenblatt stated that Council is being requested to adopt a resolution authorizing the City Manager to execute Amendment No. 1 to the agreement with Greenleaf Landscaping Inc., for turf and landscape maintenance services for 2017. He noted that the 2016 bid agreement provides for an extension of the agreement and reported that Greenleaf has done a good job and recommended approval of the agreement. Rosenblatt concluded by stating that the amount is budgeted in both Beautification and Facilities for contracted work and recommended approval.

RESOLUTION NO. 1470

Moved by Medley, seconded by Wittner, to adopt Resolution No. 1470 authorizing the City Manager to execute Amendment No. 1 to the agreement with Greenleaf Landscaping Inc., from March 27, 2017 to November 17, 2017 for the purpose of maintaining certain landscaped areas within Fircrest, in the amount of \$39,467.88, including sales tax.

Staff responded to Council inquiries.

George invited public comment. None was provided.

VOTE

Upon vote, motion carried unanimously.

Resolution amending the 2017 – 2022 Six Year Transportation Improvement Program

Wakefield stated the resolution, if approved, would amend the Six-Year Transportation Improvement Program (TIP) and add the 2016 Innovative Safety Program for Traffic Signal Safety Improvements project to the Six-Year TIP, Wakefield concluded by noting that this will allow acceptance of the grant for that project.

RESOLUTION NO. 1471

Moved by Reynolds, seconded by Medley, to adopt Resolution No. 1471 approving the City of Fircrest's Amended Six-Year Transportation Improvement Program for the period of 2017 – 2022.

George invited public comment. None was provided.

VOTE

Upon vote, motion carried unanimously.

CITY MANAGER COMMENTS

Rosenblatt thanked Council for supporting the agenda modifications that added an item to tonight's Consent Calendar and also for conducting a public hearing tonight on the same night that the resolution was presented for approval. Rosenblatt called attention to a travel and training request that had been distributed for Reynolds to attend the AWC conference. He noted that per Council's rules, Council would need to approve the request, as it is more than \$150.00.

MOTION

Moved by George, seconded by Medley, to approve the Expense Reimbursement Request for Reynolds to attend the AWC Conference.

George invited public comment. None was provided.

VOTE

Upon vote, motion carried unanimously.

Rosenblatt referred to the budgeted but frozen grant writer position and inquired if there was interest to bring the item forward at a study session. There was Council consensus that this item is placed on the February study session agenda.

DEPARTMENT HEAD COMMENTS

Cheesman stated that traffic has improved at Whittier since Wainwright opened and distributed flyers regarding tomorrow night's grand opening of Wainwright Intermediate School.

Wakefield stated the bid opening for the Emerson Street Sidewalk Project is scheduled for Thursday, there were ten major contractors on the plan holder list, and they were hopeful that there would be some favorable bids.

COUNCILMEMBER COMMENTS

Surina reported on receiving positive comments about Chief Cheesman and inquiries about how to get hired in Fircrest.

Reynolds inquired if Councilmembers were interested in a group photo as was discussed in today's Communications Committee. Reynolds suggested that Fircrest applies for the AWC Municipal Excellence Award in 2018 and offered to work with someone to get Fircrest showcased at the AWC Annual Conference.

Wittner reminded everyone of the grand opening of Wainwright scheduled for tomorrow. Wittner provided additional incentive for members to attend, adding that he would be speaking in his capacity as a Fircrest Councilmember and as a father of three children in Tacoma Public Schools.

George provided an update to items discussed today at the Communications Committee: (1) the organizational structure and content of the City's new website, (2) a spring launch of the site, (3) the need for photos, both current and historical, and (4) progress and popularity with the City's Facebook page. George concluded by supporting the communications efforts being made by the City.

EXECUTIVE SESSION

At 8:05 P.M., George reported that Council would take a five-minute recess and convene into Executive Session, not to exceed the hour of 8:30 P.M., to discuss Item 14A – Labor Negotiations. George noted that the City Manager was invited to attend and Special Legal Counsel via telephone.

ADJOURNMENT

Moved by Wittner, seconded by Reynolds, to adjourn the meeting at 8:22 P.M. Upon vote, motion carried unanimously.

Hunter T. George, Mayor Pro Tempore

Lisa Keely, City Clerk

FIRCREST CITY COUNCIL AGENDA SUMMARY

COUNCIL MEETING DATE: February 14, 2017

SUBJECT: Amendment to FMC 22.99.010 Designation of frequently flooded areas

FROM: Angelie Stahlnecker, Planning/Building Administrator

Reviewed by: _____ City Manager _____ Finance Director _____ City Attorney

RECOMMENDED MOTION: No Motion. Public Hearing Only

PROPOSAL:

The City of Fircrest proposes to update the City's frequently flooded areas regulations by amending Section 22.99.010 Designation of frequently flooded areas. This represents a requirement by the Federal Emergency Management Agency (FEMA).

FISCAL IMPACT: None.

ADVANTAGES: The City will be compliant with FEMA requirements which enables affected Fircrest properties to continue in the National Flood Insurance Program.

DISADVANTAGES: None.

ALTERNATIVES: None.

HISTORY: Based on a re-evaluation of flood hazards in the area, the Federal Emergency Management Agency (FEMA) provided preliminary copies of the Flood Insurance Rate Maps (FIRM) and Flood Insurance Study (FIS) on December 19, 2014. As required by statute, FEMA initiated a 90-day appeal period on July 15, 2015. On September 7, 2016, the City of Fircrest was notified by FEMA that the statutory appeal period had ended and no appeals were received. All local jurisdictions are required to adopt FEMA approved floodplain management measures by March 7, 2017.

The proposed frequently flooded area amendments include the required updated text language, which references "The Flood Insurance Study for Pierce County, and Incorporated Areas" as well as the address of City Hall where the study and maps can be found. In addition, the FEMA Region X review requested we add "or his or her designee" after "director" in section (a)(2).

Attachments:

1. Planning Commission Resolution 17-02
2. FEMA Region X Comments
3. Ordinance (redline)

**CITY OF FIRCREST PLANNING COMMISSION
RESOLUTION NO. 17-02
CASE NO. 17-02**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF
FIRCREST, WASHINGTON, RECOMMENDING ADOPTION OF
AMENDMENTS TO FMC 22.99.010, DESIGNATION OF FREQUENTLY
FLOODED AREAS**

WHEREAS, On December 19, 2014, the Federal Emergency Management Agency (FEMA) provided preliminary copies of the Flood Insurance Rate Maps (FIRM) and Flood Insurance Study (FIS) based on a recent re-evaluation of flood hazards in the area; and

WHEREAS, on September 7, 2016, the City of Fircrest was notified by FEMA that the statutory 90-day appeal period had ended and no appeals were received; and

WHEREAS, the City of Fircrest is required to adopt FEMA approved floodplain management measures by March 7, 2017; and

WHEREAS, The City submitted a *Notice of Proposed Amendment* with a request of expedited review to the Washington State Department of Commerce on January 12, 2017, which was issued to state agencies for a 10 business day comment period as required pursuant to RCW 36.70A and no comments were received; and

WHEREAS, the City issued a Determination of Nonsignificance on January 24, 2017 with a 14-day comment period, and no comments were received; and

WHEREAS, a public hearing was conducted by the Planning Commission on February 7, 2017 to consider public testimony and comment on proposed amended regulations; and

WHEREAS, the Planning Commission has adopted the following findings in support of approval of the proposed development regulation amendments in consideration of the factors listed in Section 22.78.004 FMC, prior to final action:

1. The proposed code amendments will be consistent with the goals, objectives and policies of the comprehensive plan in particular:

Policy LU10.2

The city shall enforce standards that will achieve environmentally sensitive development when it occurs within and adjoining critical areas, natural buffers, and areas designated as open space.

2. The proposed amendments will promote, rather than detract from, the public health, safety, morals and general welfare by adopting the latest in study on existing flood hazards.

THEREFORE BE IT RESOLVED that the Planning Commission of the City of Fircrest hereby recommends to the City Council that it:

1. Amend FMC 22.99.010 to read as follows:

22.99.010 Designation of frequently flooded areas.

(a) Frequently Flooded Areas. Frequently flooded areas shall include:

(1) Areas Identified on the Flood Insurance Map(s). The areas of special flood hazard identified by the Federal Insurance Administration in a scientific and engineering report entitled "The Flood Insurance Study for Pierce County, and Incorporated Areas" dated March 7, 2017, and any revisions thereto, with an accompanying Flood Insurance Rate Map (FIRM), and any revisions thereto, are hereby adopted by reference and declared to be a part of this ordinance. The Flood Insurance Study and the FIRM are on file at City Hall, 115 Ramsdell Street, Fircrest WA.

(2) Areas Identified by the Director. Those areas of special flood hazard identified by the director, or his or her designee, based on review of base flood elevation and floodway data available from federal, state, city, or other valid sources when base flood elevation data has not been provided from the Federal Insurance Administration ["A" zone of the flood insurance map(s)].

(b) Use of Additional Information. The director may use additional flood information that is more restrictive or detailed than that provided in the flood insurance study conducted by the Federal Emergency Management Agency (FEMA) to designate frequently flooded areas, including data on channel migration, historical data, high water marks, photographs of past flooding, location of restrictive floodways, maps showing future build-out conditions, maps that show riparian habitat areas, or similar information.

(c) Flood Elevation Data. When base flood elevation data is not available ("A" zones), the director shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state, or other source, in order to administer this chapter.

(d) Designation Made by Director. The flood insurance maps are to be used as a guide for the city, project applicants and/or property owners, and the public and should be considered a minimum designation of frequently flooded areas. As flood insurance maps may be continuously updated as areas are reexamined or new areas are identified, newer and more restrictive information for flood hazard area identification shall be the basis for regulation.

(e) Maintenance of Records. Where base flood elevation data is provided through the flood insurance study or required through subsection (c) of this section, the director shall obtain and record the as-built elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures, and whether or not the structure contains a basement. The director shall also maintain for public inspection all records of floodplain hazards, certificates of floodproofing, and flood elevation data.

MOVED AND ADOPTED by the Planning Commission of the City of Fircrest on the 7th day of February 2017, by the following vote:

YES: (5) McVay, Foss, Patjens, Halgren, Michaelsen

NOES: ()

ABSENT: ()

ABSTAIN: ()

APPROVED:

Karen Patjens
Chair, Fircrest Planning Commission

ATTEST:

Angelie Stahlnecker
Planning/Building Administrator

Date

From: Pilkenton, Roxanne [<mailto:roxanne.reale-pilkenton@fema.dhs.gov>]
Sent: Thursday, January 19, 2017 12:30 PM
To: Angelie Stahlnecker <astahlnecker@cityoffircrest.net>
Cc: Radabaugh, David (ECY) <DRAD461@ECY.WA.GOV>; Stewart, Jeff R. (ECY) <jste461@ECY.WA.GOV>; Wood-McGuinness, Karen <Karen.Wood-McGuinness@fema.dhs.gov>
Subject: Fircrest Ordinance

Hello Angelie,

I hope you received the email that I sent yesterday. I've taken a look at your ordinance and again I have to tell you how well your ordinance is written. The changes that you propose in reference to the new maps is the correct format and that is the only change that needs to be made.

My only suggestion, although not mandatory, is that you may wish to insert the words "or his or her designee" after the word "director" in your flood code. Again, this is only a suggestion and the only reason that you may wish to put this in the code is to allow others in the department to work on behalf of the director as allowed.

I filled out a checklist reviewing your ordinance and will send a copy to both you and the State for record keeping purposes.

I would like to compliment you again on such a well written ordinance Angelie! Once the ordinance has been adopted and signed please email a pdf of the signed ordinance so we can place the information in our database.

Take care,

Roxanne Pilkenton

Roxanne Pilkenton, CFM
Floodplain Management Specialist
FEMA Region X | Floodplain Management and Insurance Branch
130 228th Street SW | Bothell, Washington 98021-9792
Phone: (425) 487-4654 | Cell: (202) 341-6948
KF7ROX
Roxanne.Pilkenton@fema.dhs.gov



FEMA

**CITY OF FIRCREST
ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF FIRCREST,
WASHINGTON, AMENDING ORDINANCE 1375 SECTION 4
AND FMC 22.99.010, DESIGNATION OF FREQUENTLY
FLOODED AREAS.**

WHEREAS, On December 19, 2014, the Federal Emergency Management Agency (FEMA) provided preliminary copies of the Flood Insurance Rate Maps (FIRM) and Flood Insurance Study (FIS) based on a recent re-evaluation of flood hazards in the area; and

WHEREAS, on September 7, 2016, the City of Fircrest was notified by FEMA that the statutory 90-day appeal period had ended and no appeals were received; and

WHEREAS, the City of Fircrest is required to adopt FEMA approved floodplain management measures by March 7, 2017; and

WHEREAS, The City submitted a *Notice of Proposed Amendment* with a request of expedited review to the Washington State Department of Commerce on January 12, 2017, which was issued to state agencies for a 10 business day comment period as required pursuant to RCW 36.70A and no comments were received; and

WHEREAS, the City issued a Determination of Nonsignificance on January 24, 2017 with a 14-day comment period, and no comments were received; and

WHEREAS, a public hearing was conducted by the Planning Commission on February 7, 2017 to consider public testimony and comment on proposed amended regulations; and

WHEREAS, the Planning Commission has adopted the following findings in support of approval of the proposed development regulation amendments in consideration of the factors listed in Section 22.78.004 FMC, prior to final action:

3. The proposed code amendments will be consistent with the goals, objectives and policies of the comprehensive plan in particular:

Policy LU10.2

The city shall enforce standards that will achieve environmentally sensitive development when it occurs within and adjoining critical areas, natural buffers, and areas designated as open space.

4. The proposed amendments will promote, rather than detract from, the public health, safety, morals and general welfare by adopting the latest in study on existing flood hazards.

WHEREAS, the City Council conducted a public hearing on February 14, 2017, to accept public testimony and comment on the proposed amendments; Now, Therefore,

THE CITY COUNCIL OF THE CITY OF FIRCREST DO ORDAIN AS FOLLOWS:

Section 1. Ordinance 1375 §4 and FMC 22.99.010 are hereby amended to read as follows:

22.99.010 Designation of frequently flooded areas.

(a) Frequently Flooded Areas. Frequently flooded areas shall include:

(1) Areas Identified on the Flood Insurance Map(s). ~~Those areas of special flood hazard identified by the Federal Insurance Administration in a scientific and engineering report entitled "The Flood Insurance Study for Fircrest dated February 3, 1982," with an accompanying flood insurance map (Community Panel Number 530141 0001B) and any revisions thereto. Additionally, those areas of special flood hazard identified by the Federal Insurance Administration in a scientific and engineering report entitled "The Flood Insurance Study for Pierce County, Washington (Unincorporated Areas) dated August 19, 1987," with an accompanying flood insurance map (Community Panel Number 530138 0282C) and any revisions thereto. The flood insurance studies and accompanying maps are hereby adopted by reference, declared part of this chapter, and are available for public review at the city.~~ The areas of special flood hazard identified by the Federal Insurance Administration in a scientific and engineering report entitled "The Flood Insurance Study for Pierce County, and Incorporated Areas" dated March 7, 2017, and any revisions thereto, with an accompanying Flood Insurance Rate Map (FIRM), and any revisions thereto, are hereby adopted by reference and declared to be a part of this ordinance. The Flood Insurance Study and the FIRM are on file at City Hall, 115 Ramsdell Street, Fircrest WA.

(2) Areas Identified by the Director. Those areas of special flood hazard identified by the director, or his or her designee, based on review of base flood elevation and floodway data available from federal, state, city, or other valid sources when base flood elevation data has not been provided from the Federal Insurance Administration ["A" zone of the flood insurance map(s)].

(b) Use of Additional Information. The director may use additional flood information that is more restrictive or detailed than that provided in the flood insurance study conducted by the Federal Emergency Management Agency (FEMA) to designate frequently flooded areas, including data on channel migration, historical data, high water marks, photographs of past flooding, location of restrictive floodways, maps showing future build-out conditions, maps that show riparian habitat areas, or similar information.

(c) Flood Elevation Data. When base flood elevation data is not available ("A" zones), the director shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state, or other source, in order to administer this chapter.

(d) Designation Made by Director. The flood insurance maps are to be used as a guide for the city, project applicants and/or property owners, and the public and should be considered a minimum designation of frequently flooded areas. As flood insurance maps may be continuously updated as areas are reexamined or new areas are identified, newer and more restrictive information for flood hazard area identification shall be the basis for regulation.

(e) Maintenance of Records. Where base flood elevation data is provided through the flood insurance study or required through subsection (c) of this section, the director shall obtain and record the as-built elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures, and whether or not the structure contains a basement. The director shall also maintain for public inspection all records of floodplain hazards, certificates of floodproofing, and flood elevation data.

Section 4. Severability. If any section, sentence, clause or phrase of this title shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this title.

Section 5. Publication and Effective Date. A summary of this ordinance consisting of its title shall be published in the official newspaper of the city. This ordinance shall be effective five (5) days after such publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON,
at a regular meeting thereof this 14th day of February 2017.

APPROVED:

Matthew Jolibois, Mayor

ATTEST:

Lisa Keely, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

Publication Date:

Effective Date:

FIRCREST CITY COUNCIL AGENDA SUMMARY

COUNCIL MEETING DATE: February 14, 2017

SUBJECT: Resolution Authorizing the Execution of a Collective Bargaining Agreement with the Fircrest Police Guild

FROM: Rick Rosenblatt, City Manager

Reviewed by: _____ City Manager _____ Finance Director _____ City Attorney

RECOMMENDED MOTION: I move to adopt Resolution No. _____ authorizing the City Manager to execute a Collective Bargaining Agreement by and between the City of Fircrest and the Fircrest Police Officers Guild for the period January 1, 2016 through December 31, 2020.

PROPOSAL: To adopt a resolution authorizing the City Manager to execute an agreement with the Fircrest Police Officers Guild for a five-year term starting January 1, 2016 and ending December 31, 2020. The changes are listed below.

Section 11.3 Working on Holidays. (Page 12) Adds language: Employees required to work on any day recognized as a holiday by the Employer as provided in Section 11.5 shall be paid at the rate of time and one half (1-1/2) the straight time hourly regular rate of pay for all hours worked on the designated holiday, provided that this compensation shall not pyramid on call back pay as provided in Section 11.2

Section 14.4 Take Home Cars. (Page 16) Adds language: Effective as soon in 2017 as the City can obtain necessary cars, City would agree to take home cars for those officers living within 10 miles of station (must actually reside within 10 miles of station, not merely parking the car within that radius but live outside the radius) with the following conditions;

1. GPS would be on vehicles and could be used for discipline if vehicles used outside policy
2. Officers with take home vehicles would have value reported as income, per IRS guidelines.

3. No "off the clock" work allowed while driving to and from station (e.g., responding to calls, checking radio)
4. Officers would be personally responsible for any toll charges.
5. Cleaning and maintenance of car would be done off duty.
6. Car is solely for driving directly from home to duty and return and cannot be used for other purposes off duty.

Section 15.2 Continuing Education. (Page 16) Adds language:

The City shall grant a refund for any formal study course given in any accredited school or college provided the course is related to the employee's work and will increase his/her knowledge, skills and abilities to perform the work. Time spent in attendance to these courses shall be considered employee's personal time and not time worked within the meaning of these rules. Refunds shall be made by the City for 100% of the cost of tuition at any one time. However, such reimbursement shall not exceed the prevailing rate for undergraduate tuition established by the University of Washington. Any employee shall be eligible for tuition refunds by meeting the following conditions:

1. He/she must be a regular employee, not on probationary status;
2. Prior to enrollment, the City Manager and the Police Chief must approve the employee's choice of courses and educational institution and the appropriate forms must be completed by the employee;
3. He/she must apply for the tuition refund no later than sixty (60) days following the completion of the course or course of study; and
4. He/she must complete each course with a grade of "C" (2.00) or above.

5. **Education Incentive**

In addition to monthly rates of pay, an officer will receive a monthly premium of \$50.00 for an AA Degree and \$75.00 for a BA/BS Degree in the following approved fields of job related studies: Criminal Justice, Sociology, Psychology, Police Science, Political Science or Public Administration. The City shall recognize existing degrees currently held by those officers employed on the date of approval of this labor agreement by both parties. An employee shall receive only one educational incentive at a time. Payment of the educational incentive shall commence when the employee submits to the City Manager or designee proof of having received such degree from an accredited university or college. Employees as of the date of approval of this agreement who have submitted the required proof of a degree within 60 days of approval of this labor agreement shall receive education incentive pay effective January 1, 2007.

Section 16.1 Medical Insurance. (Page 17) Adds language:

16.1 **Medical Insurance.** Effective January 1, 2016, the City shall, as allowed by the State of Washington, pay ninety percent (90%), and the employee shall pay ten percent (10%), (payroll deduction), of the medical insurance premium for the employees, spouse and dependent children, as determined eligible by plan definition for the following:

Association of Washington Cities Employee Benefit Trust/Washington Physicians Service (AWC HealthFirst)_or Group Health Cooperative medical plans.

Effective January 1, 2018, the City shall, as allowed by the State of Washington, pay ninety percent (90%), and the employee shall pay ten percent (10%), (payroll deduction), of the medical insurance premium for the employees, spouse and dependent children, as determined eligible by plan definition for the following:

Association of Washington Cities Employee Benefit Trust/Washington Physicians Service (AWC HealthFirst 250) or Group Health Cooperative \$20 copay medical plans.

Either party may reopen on medical in 2019 if projections indicate likely to hit Cadillac Tax limits of Affordable Health Care Act in 2020.

Section 25.1 Duration. (Page 24)

25.1 **Duration.** The effective dates of this Agreement shall be from January 1, 2016 through December 31, 2020.

Appendix A – Salaries (Page 26).

APPENDIX A

SALARIES

Effective January 1, 2016*

SALARY STEPS

Job Title	A 1 Yr	B 1 Yr	C 1 Yr	D 1 Yr	E 1 Yr	F 1 Yr
Entry Police Officer	<u>\$4,345</u>					
Police Officer	<u>\$4,828</u>	<u>\$5,059</u>	<u>\$5,312</u>	<u>\$5,578</u>	<u>\$5,857</u>	<u>\$6,150</u>
Police Sergeant	<u>\$5,444</u>	<u>\$5,716</u>	<u>\$6,002</u>	<u>\$6,302</u>	<u>\$6,617</u>	<u>\$6,948</u>

*Includes 0% COLA

Effective January 1, 2017, the current actual base rate of the Police Officer and Police Sergeant shall be increased 100% Seattle Tacoma CPI-W, June to June with a minimum 1.0% and a maximum 3.0% minus .33%. (This equals a 1.67% increase).

Effective January 1, 2018, the current actual base rate of the Police Officer and Police Sergeant shall be increased 100% Seattle Tacoma CPI-W, June to June with a minimum 1.0% and a maximum 3.0%.

Effective January 1, 2019 the current actual base rate of the Police Officer and Police Sergeant shall be increased 100% Seattle Tacoma CPI-W, June to June with a minimum 1.0% and a maximum 3.0%

Effective January 1, 2020 the current actual base rate of the Police Officer and Police Sergeant shall be increased 100% Seattle Tacoma CPI-W, June to June with a minimum 1.0% and a maximum 3.0%

Premium Pay. In addition to the above salaries, the employee shall receive 3% of his/her base wage rate during the time that they are actually performing the assigned duties of Field Training Officer, Firearms Instructor, Investigator or Crime Prevention Officer.

Employees employed as of October 12, 1995 will advance one step the first pay period in December every year.

Employees hired after October 12, 1995 shall enter the salary step system at Step A, advance to Step B upon successful completion of the probation period and one year continuous service. All other step advances will occur annually. Police Officers promoted to Sergeant shall be placed on the lowest Salary Step for Sergeant which represents a salary increase. Any other provisions of

this Agreement notwithstanding, the City may, in its discretion, start lateral hires or the Sergeant at any salary step, other than the entry level step. In addition, the City reserves the right to move any employee to a higher salary step, regardless of years of service with the City.

For payroll purposes and for the computation of hourly rates, the monthly salary of said positions shall be multiplied by twelve (12) and then divided by two thousand eighty (2080) hours to determine the corresponding regular rate of pay.

Longevity Pay Longevity pay shall be added to each employee's base monthly pay effective and retroactive to January 1, 2007, as follows:

After 5 years = 2%

After 10 years = 3%

After 15 years = 4%

After 20 years = 5%

FISCAL IMPACT: The fiscal impact will be an increase in wages for 2017 which was included in the 2017 Adopted Budget. Take home cars will be fitted with GPS devices which will cost additional funds. Gasoline costs could increase due to take home cars. However with a ten mile radius limit, the amount will not have a significant impact.

ADVANTAGES: Adoption of the resolution will bring the agreement bargaining process to closure. Also there is no COLA for 2016 which saves funds since there is no retroactive pay. Retroactive pay will only be for January 2017 and part of February 2017.

DISADVANTAGES: Additional costs as a result of the agreement.

ALTERNATIVES: None that is feasible.

HISTORY: Negotiations have taken place throughout 2015, 2016 and 2017. The attached agreement is a result of those discussions.

Attachment(s): Resolution
Collective Bargaining Agreement

**CITY OF FIRCREST
RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE CITY
MANAGER TO EXECUTE A FIVE-YEAR COLLECTIVE
BARGAINING AGREEMENT WITH THE FIRCREST POLICE
OFFICERS GUILD**

WHEREAS, the January 1, 2013 through December 31, 2015 Collective Bargaining Agreement by and between the City of Fircrest and the Fircrest Police Guild expired on December 31, 2015; and

WHEREAS, Fircrest Police Officers Guild members ratified the January 1, 2016 through December 31, 2020 Collective Bargaining Agreement with the City of Fircrest; Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST:

Section 1. The City Manager is hereby authorized and directed to execute the January 1, 2016 through December 31, 2020 Collective Bargaining Agreement by and between the City of Fircrest and the Fircrest Police Officers Guild.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 14th day of February 2017.

APPROVED

Matthew Jolibois, Mayor

ATTEST:

Lisa Keely, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

AGREEMENT
by and between
CITY OF FIRCREST
and
FIRCREST POLICE OFFICERS GUILD

January 1, 2016 through December 31, 2020

ARTICLE 1
GENERAL

1.1 **Parties.** This Agreement is entered into between the City of Fircrest, a municipal corporation (hereinafter referred to as the City) and the Fircrest Police Guild (hereinafter referred to as the Guild). The purpose of this Agreement is to maintain and promote harmonious relations between the City and the Guild, to establish equitable and peaceful procedures for resolution of differences and to establish terms and conditions of employment.

1.2 **Definitions.** The term "employee" as used in this Agreement includes both male and female employees covered by this Agreement. When the masculine or feminine gender is used it is intended to apply to both genders equally.

1.3 **Discrimination.** The City and the Guild agree that the administration of this Agreement shall be consistent with applicable State and Federal laws regarding non-discrimination and employment. It is mutually agreed that there shall be no discrimination because of race, color, religion, age, marital status, gender, national origin or physical, mental or sensory handicap. No employee covered by this Agreement shall be discriminated against because of membership or non-membership in the Guild, or activities on behalf of the Guild.

1.4 **Recognition.** The City recognizes the Guild as the sole and exclusive bargaining representative for all commissioned officers of the Fircrest Police Department through and including the rank of Sergeant for the purpose of bargaining with respect to wages, hours and other conditions of employment.

1.5 **General Orders and Standard Operating Procedures.**

1. The Guild agrees that its members shall comply with all Fircrest Police Department standard operating procedures.

2. The City shall provide the Guild with written notification of changes in standard operating procedures which are mandatory subjects of bargaining. The Guild shall have fifteen (15) days after receipt of written notification, to provide a written request to bargain on such changes.

1.6 **Substance Abuse.** The City and the Guild recognize that substance abuse by employees would be a threat to the public welfare and safety of department personnel. Both parties are committed to a drug-free work environment which ensures safe and effective work performance. Employees will abide by the City's adopted Drug Free Work Place Policy as defined in Resolution #527.

1.7 **Tobacco Use.** Employees will be allowed to use tobacco consistent with Administrative Policy 02.03.11.

1.8 **Professional Development.** The City recognizes its responsibility to provide a good working climate. The City further recognizes that it shall treat employees equitably and will encourage employee development in the course and scope of the employee's job. The City shall make an effort to be responsive to employee suggestions and needs insofar as those suggestions and needs also serve the best interests of the community of Fircrest.

ARTICLE 2 GUILD MEMBERSHIP AND BUSINESS

2.1 **Bulletin Board.** The City agrees to provide reasonable space for the posting of official Guild business. Such posting shall be pre-approved by the Guild President. The Guild shall not post any materials which are obscene, defamatory, political or impair the operations of the Police Department or the City.

2.2 **Guild Membership.** It shall be a condition of employment that all employees who are members of the Guild on the effective date of this Agreement shall remain members in good standing, and those who are not members of the Guild shall, on or before the ninetieth (90) day following the effective date of this Agreement, become and remain members in good standing in the Guild, or in lieu thereof, shall make fair-share payments as stated in the Bylaws of the Guild.

2.3 **Employment Condition.** It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or before the thirtieth (30) day following the beginning of such employment, become and remain members in good standing in the Guild, or in lieu thereof, shall make fair-share payments as stated in the Bylaws of the Guild.

2.4 **Religious Objections.** Objections to joining the Guild which are based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member will be observed. Any such employee shall make fair-share payments as stated in the Bylaws of the Guild, but in no event an amount greater than that permitted by law, to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Guild. The employee shall furnish written proof to the Guild that such payment has been made. If the employee and the Guild cannot agree, the Public Employment Relations Commission shall designate the charitable organization.

2.5 **Good Standing.** The Guild agrees that membership in the Guild will not be denied or terminated for any reason other than the failure of an employee covered by this Agreement to tender the periodic dues uniformly required as a condition of acquiring or retaining membership in the Guild.

2.6 **Dues Deductions.** The City agrees to deduct from the paycheck of each employee who has authorized it, the regular dues uniformly required of members of the Guild, or in lieu thereof, the fair-share payments, and any other special assessments, fees or other deductions required by the Guild. The total amount of dues, special assessments and initiation fees will be filed with the City in the month of December of the previous year for the next year's payroll deduction. The amounts deducted shall be transmitted monthly to the Guild on behalf of the employee involved. Authorization for payroll deduction shall be made by each employee on a form approved by the

City and the Guild. The Guild shall provide the City with at least one full pay period notice of any changes in the dues amount. The Guild agrees to indemnify and hold harmless the City from any action arising from this section, unless caused by the City's negligence.

2.7 **Guild Access.** Authorized agents of the Guild shall have access to the City's establishment during working hours for the purpose of meetings, adjusting disputes, investigating working conditions, and ascertaining that this Agreement is being adhered to provided, however, there is no interruption of the Police Department's working schedule or conditions.

ARTICLE 3 EMPLOYEE RIGHTS

3.1 **Personnel Files.** Employees have the right to review their personnel file(s) and to request changes or removal of any material therein. If removal or amendment is refused, the employee is entitled to file a rebuttal statement within their file. Employees shall be given written notification of any negative entries made to their personnel file(s).

3.2 **Polygraph Tests.** No employee shall be required to take a polygraph test as a condition of continued employment, unless permitted by a State or Federal Law.

3.3 **Off Duty Employment.** Guild members may be permitted, with the written approval of the Chief, which approval shall not be unreasonably withheld, to participate in off duty employment both within and outside the City limits, and to utilize their uniforms and attachments for this purpose. Except for off duty employment within the City limits, City vehicles shall not be utilized in conjunction with, nor in traveling to and from, off duty employment. At the discretion of the Chief, City vehicles may be used to travel to and from off duty employment within the City limits when a vehicle is available. Off duty employment utilizing City supplied apparel, weapons and/or equipment shall be further subject to agreement by the third party employer and employee to hold the City harmless and indemnify the City from all acts and omissions. Any such off duty employment may not interfere with the employee's normal work duties.

In order to be approved, outside employment shall:

1. Be and remain compatible with the employee's ability to perform City duties, and
2. Present no conflict of interest with City affairs, and
3. In no way discredit or negatively impact the City or Department's image, and
4. Not be in conflict with another jurisdiction (requires approval of Chief or designee) of the other jurisdiction.

If an approved off duty situation held by an officer is subsequently determined to interfere with the Department's image or efficiency, the on duty work performance of the individual in question, or is determined to involve misuse of the commission, the officer will immediately terminate such employment.

ARTICLE 4

MANAGEMENT RIGHTS

4.1 **Management Rights.** Except as otherwise specifically provided in this Agreement, and without waiving its right to negotiate mandatory subjects of bargaining, the Guild agrees that the City has the sole and exclusive right to exercise all the rights and functions of management. Without limiting the generality of the foregoing, as used herein, the term "management rights" includes:

1. The determination of a Police Department policy, including the right to manage the affairs of the Police Department in all respects;
2. The right to assign working hours, including overtime;
3. The right to establish, modify or change work schedules, managing of facilities and equipment, including the amount of facilities and equipment;
4. The right to direct the employees of the Police Department, including the right to hire, evaluate qualifications, evaluate skill and ability, promote, demote, suspend, layoff and discipline or discharge for just cause;
5. The right to organize and reorganize the Police Department in any manner it chooses, including the size of the Police Department and the determination of job classifications and rank based upon duties assigned, except where such changes impact conditions of employment, wherein the City will notify the Guild of its intent and offer the opportunity to bargain prior to implementation by the City;
6. The determination of the safety, health and property protection measures for the Police Department in accordance with applicable statutes and regulations;
7. The selection, promotion or transfer of employees to supervisory or other managerial or technical positions, except where otherwise subject to Civil Service procedures;
8. The allocation and assignment of work to employees within the Police Department;
9. The determination of policy affecting selection or training of employees;
10. The scheduling of operations and determination of the number and duration of hours of assigned duty per week, except that the City will notify the Guild of its intent and offer the opportunity to bargain prior to implementation by the City;
11. The establishment, modification and enforcement of Police Department rules, regulations and orders;
12. The transfer of work from one position to another within the Police Department;
13. The introduction of new, improved or different methods and techniques of operation of the Police Department or changes in existing methods and techniques;
14. The placing of service, maintenance or other work with outside contractors or

agencies of the City;

15. The determination of the number of ranks and the number of employees within each rank; and

16. The determination of the amount of supervision necessary.

4.2 **Notification of Policies and Procedures.** The City shall provide to each employee a copy of all policies and procedures, special orders, general orders, and training bulletins. One copy of this Agreement shall be furnished to each employee and the cost of copying shall be borne by the City.

ARTICLE 5 PERFORMANCE OF WORK

5.1 **Public Interest.** The Guild and the City agree that the public interest requires the efficient and uninterrupted performance of service. To this end the Guild and the City pledge their best efforts to avoid or eliminate any conduct contrary to this objective.

5.2 **No Strike.** The Guild and the City agree that during the life of the Agreement, the Guild will not cause, encourage or participate in any strike (including strike picketing), slowdown, walk-out or work stoppage. Nothing in this Agreement shall prohibit political activity of individual members, or the Guild as prescribed in RCW 41.06.250.

5.3 **Violation.** Violation of this Article shall be just cause for immediate termination.

ARTICLE 6 PROBATION

6.1 **New Hire Probation.** All new entry level employees shall serve a probationary period of twelve (12) months and shall have no seniority rights during this period. Lateral entry level position appointments shall serve a six (6) month's probation period. The probationary period may be extended upon mutual agreement or by City request to the Civil Service Commission. The City may discharge a new probationer without reason of just cause upon written notice. All employees who have successfully completed this probationary period shall be considered regular employees and the probationary period shall be considered part of the seniority time.

6.2 **Promotional Probation.** Promotional appointments shall serve a six (6) month's probation period. The probation may be extended upon mutual agreement or by City request to the Civil Service Commission. The City may only discharge a promotional probationer for just cause. The City may demote a promotional probationer without reason of just cause, returning said employee to his former classification without loss of seniority or benefits.

ARTICLE 7 SENIORITY

7.1 **Seniority.** The Police Chief shall provide a seniority list which shall be brought up to date prior to January 1 of each year, and immediately posted thereafter for a period of not less than thirty (30) days and a copy of same delivered to the Guild. Any objections to the seniority list as posted shall be reported to the Police Chief within ten (10) days, from the date of posting

of the seniority list, or stand approved. Employees hired simultaneously shall be listed according to Civil Service standings, the employee having the highest score listed first. Seniority shall be defined as the length of service with the Fircrest Police Department including probationary service, but not to include temporary or provisionary appointments.

7.2 Break in Seniority. Seniority shall be in accordance with the City Civil Service regulations. Seniority shall be broken only by discharge for cause, voluntary resignation, or a layoff exceeding twenty four (24) months.

7.3 Layoff. Whenever it becomes absolutely necessary through lack of finances or for any other reasonable and just cause to reduce the number of employees of this unit, such reductions shall be carried out in the following order:

1. Temporary appointees;
2. Probationer (new employees);
3. Permanent employees in the order of length of service; the one with the least service being laid off first.

The City may layoff out of the regular order, upon showing of necessity therefore, in the interest of efficient operations of the Department, after giving any employee or employees affected an opportunity to be heard.

7.4 Recall. Laid off employees shall be eligible for available positions for a twenty four (24) month period following their layoff. They shall retain but not accrue seniority during this period. When the City intends to rehire after layoff, it shall send notice of its intent to rehire to the employee(s). Said notice shall be sent certified mail to the last known address contained in the City's records. The laid off employee shall have fourteen (14) days from the date of mailing of such notice to advise the City in writing, that he/she intends to accept the offer of rehire. The employee shall then report for duty on the date of rehire set forth in the notice, which date shall be no less than three (3) weeks from the date of mailing of the notice. The City shall have no obligation to rehire a laid off employee if he/she fails to provide the City with written notice of acceptance within the fourteen (14) days deadline referred to above or thereafter fails to report for duty on the date of the rehire set forth in the notice. Employees will assure that the City has their current address.

ARTICLE 8 WAGES

8.1 Wage Rates. Employee compensation shall include the wages set forth in Appendix "A" hereto, together with the other benefits set forth in this Agreement, including, but not limited to, the reasonable value of the use, if any, of City provided equipment and uniforms in off duty employment pursuant to Section 3.3.

8.2 Pay Period. The pay period shall be every two (2) weeks and employees shall receive their bi-weekly paychecks no later than twelve (12) noon on the Friday next following the close of the pay period. If a payday falls on a holiday, payday shall be the immediate preceding workday.

8.3 **Acting Pay.** Any employee required to work in excess of two (2) hours in a higher job classification shall receive pay for all time worked in the higher classification. Each employee appointed to an acting position shall be compensated in accordance with the current salary wage for the classification, but in no case shall said acting compensation be less than an increase of five percent (5%).

ARTICLE 9 HOURS OF WORK AND OVERTIME

9.1 **Work Week and Overtime.** Patrol officers shall be scheduled, except as otherwise provided herein, to work four (4) consecutive days of ten (10) hours each, with three (3) consecutive days off. Other schedules may be established by mutual agreement of the Chief of Police and the Guild. For payroll purposes, the work week shall be defined as those hours of a scheduled shift that start between 12:01 a.m. Monday and 12:00 midnight Sunday. For purposes of calculating overtime, paid leaves of absence, i.e., vacation, holiday, sick leave, compensatory time, are considered hours worked. Overtime shall be defined as any time worked in excess of forty (40) hours in a work week. Overtime shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay for all such time, rounded off to the nearest quarter hour. An officer or sergeant shall not be sent home by the Chief prior to the end of his/her shift for the purpose of avoiding overtime unless by mutual agreement.

9.1.1 **Form of Compensation.** The employee may elect to be compensated for any overtime in cash or may elect to accrue compensatory time or may elect to be compensated for overtime through a combination of cash and compensatory time, to the extent such is allowed by Washington State law, to a maximum accrued balance of eighty (80) hours. Compensatory time may be carried over from year to year. Compensatory time off shall be granted in compliance with the Fair Labor Standards Act, and at a mutually agreeable time between the Chief of Police or his designee, and the employee.

9.2 **Lunch and Breaks.** Employees are entitled to one (1) hour for lunch. For all employees this hour shall be paid for at the regular rate of pay and the employee shall be available for emergency calls. Employees are also entitled to rest periods. This time shall also be paid for at the regular rate of pay and shall be granted at the rate of fifteen (15) minutes for each four (4) hours worked. Employees shall also be available for emergency and routine calls during this time.

9.3 **Scheduling.** The following guidelines shall apply to the scheduling of officers:

9.3.1 Except when beginning a new eight (8) week rotation, there shall be at least (14) hours between each patrol officer's regularly scheduled shifts and sixty-two (62) hours between the last work day of the work week and the next work week for all officers. Graveyard shift will not extend past 0900 or all hours after 0900 will be compensated at the applicable overtime rate. In case of shift adjustments due to vacancies (i.e. illness, vacation, holiday, training, etc), the fourteen (14) hours may be reduced to no less than eleven (11) hours, and the sixty-two (62) hours may be reduced to no less than fifty-nine (59) hours, and/or the Chief may cover vacant shifts, or portions thereof, to a maximum of twelve (12) hours per month, unless otherwise agreed by the parties. Upon mutual agreement of the Chief and the Guild, the shift rotation schedule may be changed, such as switching back to a 13 week rotation.

9.3.2 In the event of anticipated overtime opportunities, (where the City has 72 hours or

more notice of the opportunity), a rolling list shall be used. Once an employee had accepted/rejected an overtime shift, his/her name shall be moved to the bottom of the list. The Chief or his/her designee shall be required to document all calls made to the employees in his/her log book, with dates and times and the log entries shall be open for Guild review. For administrative purposes, when utilizing the overtime call list, once a call, page, or contact has been made, the Chief or his/her designee shall allow 15 minutes for response from the employee to accept or reject the overtime opportunity. If the employee does not respond within 15 minutes, then it shall be considered a rejection.

9.3.3 Voluntary shift trades and changes (i.e., training opportunity) may be undertaken by or between officers, subject to approval by the Chief or his/her designee, and are not subject to the scheduling guidelines herein. Extra hours worked in a work week, beyond that which the officer was otherwise scheduled, as a result of the shift trade, shall be paid at the regular, not overtime rate. Each officer shall be required to work at least two (2) different rotations during a two (2) year period based on eight (8) week rotation. The rotations consist of day shift, swing shift and grave shift.

9.3.4 There shall be no more than two (2) different shifts scheduled for an officer in any work week.

9.3.5 Schedules will be based on a eight (8) week rotation and shifts shall be determined on a shift bid system based on seniority. (See Appendix B and C). Each eight (8) week rotation shall begin on Monday. The length of shift schedules and shift times may be changed by mutual agreement of the City and the Guild. In the event that a shift bid for a new eight (8) week rotation causes an officer's new shift to begin less than ten (10) hours after his/her last shift, the Chief may adjust the shift's bargaining unit members for the first day of the new rotation, without incurring overtime.

9.3.6 The eight (8) week shift schedule will only be changed after a posting of at least two weeks in advance of any changes. If required notice is not provided, the employee will be paid at the overtime rate for all hours worked outside his/her regularly scheduled shift. This provision does not apply to vacancies covered by Section 9.3.7 In the event of a vacancy in the Department, the shifts that were covered by the member that is no longer employed or otherwise vacant from the schedule, the rotation again becomes open for the remainder of the two year rotation for the vacant shifts. The bid would be open for the officers that had bid after the departing officer. For example, if officer 3 left the department during the 4th quarter of the first year officer 5 would have first choice followed by 6 and 7. In the 1st quarter of the second year, officer 2 would have first choice followed by officer 1. In the 2nd quarter of the second year, officer 4 would have first choice followed by 6 and 7.

Until the vacancy is filled the cover shift that is opposite the Sergeant will be eliminated and officers that bid for that cover shift shall work the vacant shift. Within two weeks of the Department having knowledge that an officer is departing or has departed, a new bid shall take place for the rest of the rotation using the above formula. Once the Department is up to full staff the cover shift will be re-implemented and again, within two weeks, a new bid using the above formula shall take place for the remainder of the two year rotation.

9.3.7 The Chief reserves the right to assign alternate work schedules for employees when vacancies occur (i.e. illness, vacation, holiday, training, etc), provided that if the provisions

in section 9.3.1 cannot be met or if the employee's scheduled shift is changed with less than twelve (12) hours' notice, all hours worked by the employee outside his/her originally scheduled shift shall be paid at the overtime rate.

9.3.8 Except in an emergency, an employee shall not be required to work in excess of thirteen (13) consecutive hours. An "emergency" is an unexpected significant event demanding immediate action, which must be declared by the Chief or his/her designee.

9.4 **Court Call Back.** Any employee required to appear in a court while he/she is off duty, shall be guaranteed a minimum of three (3) hours pay at the overtime rate of pay for each appearance, provided, any amount of time spent over three (3) hours shall also be paid at the overtime rate of pay computed to the nearest quarter hour. Pay for transportation to and from court appearances, if any, shall be pursuant to FLSA. Any witness fees paid to the employee shall be turned over, or endorsed to, the City, unless the employee elects not to request overtime pay for the court appearance.

9.5 **Meetings.** Any employee required to attend a meeting of any kind called by the City, while that employee is off duty, shall be guaranteed a minimum of three (3) hours pay at the overtime rate of pay for each meeting, provided, any amount of time spent over the three (3) hours shall be paid at the overtime rate of pay computed to the nearest quarter hour. Pay for transportation to meetings, if any, shall be pursuant to the provisions of FLSA.

9.6 **Training.** An employee attending training or classes approved by the City, while he/she is off duty, shall be paid for the actual time spent in training at the overtime rate of pay computed to nearest quarter hour. Pay for transportation to and from training, if any, shall be pursuant to the FLSA. Further, employee shall receive a minimum of three (3) hours pay at the overtime rate for training.

9.7 **Call Back.** Employees called back after the completion of a regular work shift or immediately preceding a regular work shift shall be guaranteed a minimum of three (3) hours pay at the overtime rate of pay.

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ARTICLE 10 VACATIONS

10.1 **Vacation.** Employees shall be granted vacation leave without loss of pay or benefits. After completion of probation, vacation time may be taken as it is accrued; however, employees are encouraged to use it in weekly increments. Such vacation shall be earned in accordance with the following schedule:

<u>Length of Service</u>	<u>Annual Leave</u>
1 - 2 years	88 hours
3 years	96 hours
4 years	104 hours
5 years	112 hours
6 years	120 hours
7 years	128 hours
8 years	136 hours

9 years	144 hours
10 years	152 hours
11-14 years	160 hours
15-19 years	176 hours
20 years and over	184 hours

10.2 Accumulation During Probation. Vacation leave shall be accrued, but not taken, during a new employee's probationary service period. An employee terminating employment prior to completion of his/her probationary service period shall not be entitled to receive annual leave or pay for same.

10.3 Excess Accumulation. An employee may accumulate vacation leave to a maximum allowable amount of 240 hours. Accrual in excess of 240 hours shall be permitted if the employee has been denied vacation leave which has been requested with reasonable notice. Absent prior written approval, vacation hours accrued in excess of 240 hours shall be lost.

10.4 Use in Lieu of Sick Leave. Vacation leave may be applied in cases when an employee exceeds accumulated sick leave time.

10.5 Vacation Pay Out. Upon termination of employment for any reason, a regular employee shall be compensated in pay for one hundred percent (100%) of their accrued and unused vacation leave at their regular rate of pay in effect at the time of termination.

10.6 Vacation Scheduling. Scheduling of vacation shall be done according to seniority. A vacation list for employees covered by this Agreement shall be posted no later than January 1 of each year. Such list shall include an order for which employees will bid for vacation time that will accrue during the calendar year and the amount of the vacation accrual the employees will be allowed to bid. The employee with the most seniority shall have seven (7) days to post his/her planned vacation time. The next senior employee shall have the next seven (7) days in which to post his/her planned vacation time. The third senior employee shall have the third seven (7) days and so on to the least senior employee. If an employee does not post his/her planned vacation time within their seven (7) days period, he/she shall lose their turn in the rotation. An employee who loses their turn in the rotation may bid at any time after their bidding time is expired but may not bump a less senior employee whose bid time has started. After the least senior employee's seven (7) day period, any employee having or anticipating more vacation available may post such time on a first come first serve basis.

10.7 Vacation Sell Back. Once annually during the last quarter of the year, an employee can sell back to the City unused vacation time, provided, no employee's accumulated vacation leave time may be reduced to less than eighty (80) hours through the use of this section. Said time shall be paid at the employee's current base rate of pay at the time of the transaction. The City reserves the right to limit an employee's request if the Police Department's budgeted appropriations, in the sole opinion of the City Manager, appear insufficient to pay off the amount of time requested.

ARTICLE 11 HOLIDAYS

11.1 Holiday Pay. Employees shall receive one-hundred (100) hours of leave-in-lieu-of-holidays specified in Section 11.5. Such leave time shall be scheduled and taken within the

calendar year or lost, and may be used to equalize pay periods. This is to correspond with one full day of Holiday for each City of Fircrest recognized Holiday.

11.2 Holiday Call Back. Employees who are called back to work on a holiday previously scheduled as leave-in-lieu-of-holiday shall be paid at the rate of time and one-half the straight time hourly rate of pay, plus the holiday leave time at straight time pay, or at the employee's option can reschedule the leave day in lieu of payment therefore.

11.3 Working on Holidays. Employees required to work on any day recognized as a holiday by the Employer as provided in Section 11.5 shall be paid at the rate of time and one half (1-1/2) the straight time hourly regular rate of pay for all hours worked on the designated holiday, provided that this compensation shall not pyramid on call back pay as provided in Section 11.2

11.4 Use of Holiday Time. Employees who hire or terminate during the calendar year shall be entitled to either a beginning bank of leave time or shall be required to reimburse the City for excess time used, whichever is applicable, based upon the number of official holidays remaining in the calendar year at the time the employee either hires or terminates.

11.5 Specific Holidays. The following holidays shall be used for the purposes of Sections 11.1 and 11.4: New Year's Day (January 1), Martin Luther King's Birthday (3rd Monday in January), President's Day (3rd Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (1st Monday in September), Veteran's Day (November 11), Thanksgiving Day (4th Thursday in November), Day After Thanksgiving, Christmas Day (December 25).

11.6 Floating Holiday. In addition, each employee shall be granted ten (10) hours floating holiday time each calendar year; provided the employee has worked or is scheduled to work four (4) consecutive months in the calendar year. Accumulated floating holiday time shall be taken in the year it is accrued, or lost.

ARTICLE 12 SICK LEAVE

12.1 Rate of Accumulation. All employees shall accumulate sick leave at the rate of eight (8) hours for each calendar month of service.

12.2 Probationary Sick Leave. A new employee shall not be entitled to sick leave until he/she has successfully completed the probation period. During the probation period, sick leave shall accrue but may not be used.

12.3 Maximum Accumulation. Sick leave may be accrued up to a total of 1,940 hours. In the event an employee having accrued sick leave ceases to be employed by the City and is thereafter re-employed within one (1) month from the date of termination of former employment, accrued sick leave of the employee shall be reinstated; but in the event such re-employment occurs later than one (1) month after the termination of the first employment, the accrued sick leave of the employee shall not be reinstated, and the employee shall thereafter accrue sick leave in the same manner as if a new employee, unless a separation from employment is due to layoff in which case accrued sick leave of the employee shall be reinstated if he/she is rehired within twenty four (24) months.

12.4 Use of Sick Leave. Employees entitled to sick leave may remain away from work, with full pay and benefits, when such absence is the result of personal illness or physical incapacity, sickness of an immediate family member which requires the employee's presence, or involuntary or enforced quarantine of such employee.

12.5 Physician's Statement. When the duration of sick leave used for any one instance exceeds five (5) days off, written verification by a licensed physician may be required by the Police Chief or the City Manager.

12.6 Abuse of Sick Leave. Repeated applications for sick leave without just cause, false application, or the furnishing of any false information with references thereto by any employee shall be grounds for suspension without pay or loss of employment.

12.7 Immediate Family. For the purposes of this Article, immediate family member shall include: spouse, son, daughter, step-children, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparents or step parents.

12.8 Funeral Leave. Up to three (3) days sick leave may be used if there is a death in the employee's immediate family which requires the employee's presence. An additional amount up to five (5) days total sick leave may be granted with the approval of the City Manager.

12.9 Scheduled Exams. If an employee needs to see a doctor or a dentist during the scheduled workday, sick leave may be used.

12.10 Catastrophic Sick Leave Sharing. The City Manager may permit a regular full time or regular part-time employee to receive sick leave donations from other qualified employees if:

1. The employee suffers from a catastrophic or severe illness, injury, or physical or mental condition which is of a catastrophic or severe nature, as defined in the City of Fircrest Ordinance #1018, and which has caused, or is likely to cause, the employee to:
 - (a) Go on leave without pay status; or
 - (b) Terminate employment with the City.
2. The employee's absence and the use of shared sick leave are justified;
3. The employee has depleted, or will shortly deplete, his/her annual vacation leave, holiday leave and sick leave reserves;
4. The employee has abided by all personnel rules regarding sick leave use, including physician certification; and
5. The employee has diligently pursued, and been found to be ineligible for state industrial insurance or disability benefits.

The City Manager shall determine the amount of sick leave which an employee may receive under this section. However, an employee shall not receive, in donations, a total of more than three hundred and forty-nine (349) hours of donated sick leave.

Donated sick leave shall be utilized in the order of receipt by the City Manager. Such leave shall

be donated in eight (8) hour increments. In the instance where an illness or injury qualifies an employee for State Workers' Compensation, the employee's access to shared sick leave shall only be for the difference between the employee's straight time base hourly wage and the amount paid the employee by the State Worker's compensation benefits, to the extent of available shared sick leave, if any.

An employee who has accrued a sick leave balance of more than one hundred and ninety two (192) hours may request that the City Manager transfer a specified amount of sick leave to another City of Fircrest employee authorized to receive sick leave under this section. In no event may the employee request a transfer of sick leave that would result in his/her own sick leave account going below one hundred and ninety-two (192) hours.

The amount of sick leave time transferred under this section which remains unused shall be returned to the employee or employees who transferred the leave when the City Manager finds that the leave is no longer needed or will not be needed at a future time in connection with the illness or injury for which the leave was transferred.

ARTICLE 13 OTHER LEAVE

13.1 Jury Duty. Employees called to serve on a jury shall receive full pay and benefits from the City for the time missed. The employee shall be required to endorse any juror's fee for regular working days missed to the City within three (3) working days after receipt of same. The employee may keep jury pay for mileage and other reimbursable personal expenses.

13.2 Leaves Without Pay. The City Manager may grant leaves of absence without pay in appropriate circumstances. In order to receive leave without pay the employee must submit a written request to the City Manager. Failure to return upon the expiration date of the leave may be cause for disciplinary action up to and including discharge.

13.3 Voting. The City shall arrange employee's work hours to permit a reasonable time for voting in accordance with R.C.W. 49.28.120, but only if between the time an employee is informed of his/her work schedule for an election day and the election day, there is insufficient time for an absentee ballot to be secured.

13.4 National Guard and Reserve. Any employee who is a member of the State National Guard or any branch of the Federal Reserve Military shall be entitled to job protection, including pay and benefits, afforded by federal and state law.

13.5 Maternity/Paternity Leave. A maternity/paternity leave of absence shall be granted for up to eighty (80) hours, utilizing accrued sick leave or annual leave for a birth or adoption. Upon return from maternity/paternity leave, employee shall be returned to his/her former classification and shall retain all seniority and benefits.

13.6 Shift Changes. Each employee may change shifts and/or rotation with another employee who is agreeable, provided, however, all shift or rotation changes must be approved by and are in the sole discretion of the Police Chief or his designee. A request for a shift or rotation change must be submitted to the Police Chief or his designee at least twenty-four (24) hours prior to the proposed shift or rotation change, subject to the Police Chief or his designee's discretion to

accept a proposed shift or rotation change on shorter notice.

ARTICLE 14 UNIFORMS AND EQUIPMENT

14.1 City Provided Equipment. The City shall provide equipment and uniforms to all employees as set forth in the Department's standard operating procedures. The City agrees that equipment provided shall be in good working order.

14.2 Uniform Cleaning. The City shall provide initial alterations and cleaning of the uniforms through a local cleaning company chosen by the City. Any uniforms or equipment damaged in the line of duty, including wear, shall be replaced or repaired by the City. Employees shall bear no out-of-pocket expenses for this service, as all billing shall be done directly with the City. The exception is that "jump suit" uniform laundering is the responsibility of the officer.

14.3 Personal Property. Employees who suffer loss or damage to corrective lenses or other reasonable personal property in the line of duty will have such personal property repaired or replaced at the expense of the City, provided, any reimbursement shall be limited to the actual replacement cost. Reasonable personal property is property which is necessary to the performance of the employee's duties (i.e., glasses and watches) and which is appropriate for such usage (i.e., Time watch vs. Rolex).

14.4 Take Home Cars. Effective as soon in 2017 as the City can obtain necessary cars, City would agree to take home cars for those officers living within 10 miles of station (must actually reside within 10 miles of station, not merely parking the car within that radius but live outside the radius) with the following conditions;

7. GPS would be on vehicles and could be used for discipline if vehicles used outside policy
8. Officers with take home vehicles would have value reported as income, per IRS guidelines.
9. No "off the clock" work allowed while driving to and from station (e.g., responding to calls, checking radio)
10. Officers would be personally responsible for any toll charges.
11. Cleaning and maintenance of car would be done off duty.
12. Car is solely for driving directly from home to duty and return and cannot be used for other purposes off duty.

ARTICLE 15 TRAINING

15.1 Training. The City agrees to provide training to employees through the Washington State Criminal Justice Training Commission, their Satellite Training Programs, and other sources such as, but not limited to, the Pierce County Sheriff's Department, Tacoma Police Department and the Washington State Patrol Training Divisions. The City, in its discretion, agrees to provide such training as it determines is reasonable to increase the employee's knowledge, skills and abilities to perform the job. For such training, the City agrees to pay all fees and tuition, lodging and meals (if applicable) incurred by attending such training.

15.2 Continuing Education. The City shall grant a refund for any formal study course given

in any accredited school or college provided the course is related to the employee's work and will increase his/her knowledge, skills and abilities to perform the work. Time spent in attendance to these courses shall be considered employee's personal time and not time worked within the meaning of these rules. Refunds shall be made by the City for 100% of the cost of tuition at any one time. However, such reimbursement shall not exceed the prevailing rate for undergraduate tuition established by the University of Washington. Any employee shall be eligible for tuition refunds by meeting the following conditions:

2. 1. He/she must be a regular employee, not on probationary status;
2. Prior to enrollment, the City Manager and the Police Chief must approve the employee's choice of courses and educational institution and the appropriate forms must be completed by the employee;
3. He/she must apply for the tuition refund no later than sixty (60) days following the completion of the course or course of study; and
4. He/she must complete each course with a grade of "C" (2.00) or above.

5. **Education Incentive**

In addition to monthly rates of pay, an officer will receive a monthly premium of \$50.00 for an AA Degree and \$75.00 for a BA/BS Degree in the following approved fields of job related studies: Criminal Justice, Sociology, Psychology, Police Science, Political Science or Public Administration. The City shall recognize existing degrees currently held by those officers employed on the date of approval of this labor agreement by both parties. An employee shall receive only one educational incentive at a time. Payment of the educational incentive shall commence when the employee submits to the City Manager or designee proof of having received such degree from an accredited university or college. Employees as of the date of approval of this agreement who have submitted the required proof of a degree within 60 days of approval of this labor agreement shall receive education incentive pay effective January 1, 2007.

ARTICLE 16 HEALTH AND WELFARE

16.1 Medical Insurance. Effective January 1, 2016, the City shall, as allowed by the State of Washington, pay ninety percent (90%), and the employee shall pay ten percent (10%), (payroll deduction), of the medical insurance premium for the employees, spouse and dependent children, as determined eligible by plan definition for the following:

Association of Washington Cities Employee Benefit Trust/Washington Physicians Service (**AWC HealthFirst**) or Group Health Cooperative medical plans.

Effective January 1, 2018, the City shall, as allowed by the State of Washington, pay ninety percent (90%), and the employee shall pay ten percent (10%), (payroll deduction), of the medical insurance premium for the employees, spouse and dependent children, as determined eligible by plan definition for the following:

Association of Washington Cities Employee Benefit Trust/Washington Physicians Service (**AWC HealthFirst 250**) or Group Health Cooperative \$20 copay

medical plans.

Either party may reopen on medical in 2019 if projections indicate reasonable likelihood plans will hit Cadillac Tax limits of Affordable Care Act in 2020.

16.2 Dental Insurance. Effective January 1, 2005, the City shall, as allowed by the State of Washington, pay 100% of the premium amount for dental insurance for the employees, spouse and dependent children, as determined eligible by the Plan definition, for the following:

Association of Washington Cities Employee Benefit Trust/Washington Dental Service dental care plan, plus orthodontia amendment for adults and dependent children, Program #177 - Plan F. (Existing dental plan including existing options and any other options added or deleted by the provider during the term of this Agreement.)

16.3 Life Insurance. The City shall provide life insurance for each employee with a face value of one times the employee's base yearly salary rounded to the nearest One Thousand Dollars (\$1,000.00), plus the dollar value of the accrued sick leave, as of January 1 each year, rounded to the nearest One Thousand Dollars (\$1,000.00). The City may provide the term insurance policy either through self-insurance, or through any insurance company approved by the Washington State Insurance Commissioner.

16.4 Disability Insurance. The City shall pay for all costs in obtaining and maintaining disability insurance, as provided through the Washington Council of Police Officers, at the Basic Plus Plan Level, excluding dues and membership fees required by WACOPS.

16.5 Vision and Hearing Care. Employees shall be reimbursed, for claims of up to a cumulative total of \$150.00 per calendar year for the cost of vision or hearing care for the employees and their dependents. This shall include, but is not limited to, the cost of exams, contact lenses, eye glasses, hearing aids and any associated "fitting" costs involved.

16.6 Physical Fitness. As provided in the annual budget, the City may, in its discretion, compensate, or reimburse, employees for all or part of the cost of an approved fitness program, club or organization. Such compensation shall not exceed Fifteen Dollars (\$15.00) per month, per employee, but in no event shall exceed the amount, if any, provided for by the Council in its annual City budget.

16.7 Employee Assistance Program. As provided in the annual budget, the City may pay the costs involved to continue participation of each employee in an approved Employee Assistance Program.

16.8 Effect of Federal Legislation. If the federal government passes legislation that changes the health insurance industry in a manner that has more than a de minimis effect on the provision of health insurance pursuant to Article 16 of this Agreement, either party may re-open Article 16 to bargain regarding those changes.

ARTICLE 17 RETIREMENT

17.1 **Retirement Plan.** The City shall participate in the state-wide system for pension, relief, disability and retirement for qualified employees as provided by the laws of the State of Washington. (LEOFF Plan I and Plan II, or other system used under the portability provisions of the systems).

17.2 **Deferred Compensation Plan.** The City offers two (2) voluntary deferred compensation plans: Hartford and ICMA Retirement Corp. Employees may make contributions pursuant to the Plan provisions.

ARTICLE 18 WORKER'S COMPENSATION

18.1 **Worker's Compensation Coverage.** The City will provide Washington State Worker's Compensation or equivalent to employees. Any employee who is collecting Workers Compensation temporary disability benefits as a result of an on the job injury or illness shall receive sick leave benefits to supplement such Workers' Compensation benefits in an amount sufficient to equal the employee's regular rate of pay during the period of temporary disability, provided, however, such supplementary benefits shall not be paid in excess of the accrued sick leave credited to the employee. Once eligibility for payment under Worker's Compensation has been approved by the State, the employee shall endorse his/her state benefit check to reimburse the City for wages paid during the employee's absence and such endorsement shall cause reinstatement of hours to employee's sick leave accrual balance. LEOFF I system employees are provided worker's compensation as defined by RCW 41.26.

ARTICLE 19 LIABILITY AND INDEMNITY

19.1 **Liability and Indemnity.** The City shall indemnify, defend and hold harmless any employee, his spouse and/or marital community, who is named as a defendant in a lawsuit for alleged acts or omissions of the employee made in good faith during the course and in the scope of City employment, however, this protection shall only apply after the time written notice is given to the City Attorney by the employee or the Guild that the employee has been named as a defendant in the lawsuit. This indemnity, defense and hold harmless protection shall not apply to a criminal complaint or to complaints based upon intentional tort or willful and wanton acts.

ARTICLE 20 GRIEVANCE PROCEDURE

20.1 **Grievances.** A grievance shall be defined as any complaint by an individual employee, or the Guild, arising from the interpretation or application of this Agreement. Grievances relating to discipline, suspension, demotion or discharge of regular employees shall be pursued, at the election of the employee, in accordance with the Rules and Regulations as adopted by the Fircrest Civil Service Commission or under grievance procedures hereafter set forth, but not both.

20.2 **Settlements Preferred.** Every effort will be made by both parties to settle a dispute at the lowest level of supervision possible prior to reducing the dispute to a formal grievance. Any

resolution of a dispute at this level must be consistent with the terms of this Agreement.

20.3 Step One. The aggrieved employee, or the Guild, shall submit a written grievance to his/her immediate supervisor within ten (10) calendar days of the occurrence which gave rise to the grievance or when the employee should have reasonably had first knowledge of the grievance. Response from this supervisor shall be made in writing and delivered to the employee within five (5) calendar days of receipt of the original grievance. If there is no response within the five (5) days the grievance shall be deemed denied, and may then be advanced to the next step.

20.4 Step Two. If there is no response or satisfaction at step one, the employee, or the Guild, may submit the written grievance to the Police Chief within ten (10) days of the denial in step one. The Police Chief shall respond in writing and deliver such response to the employee within five (5) calendar days of receipt of the written grievance. If there is no response within five (5) days, the grievance shall be deemed denied, and may be advanced to the next step.

20.5 Step Three. If there is no response or satisfaction at step two, the employee, or the Guild, may submit the written grievance to the City Manager, within ten (10) calendar days of the denial in step two. The City Manager shall respond in writing and deliver such response to the employee within thirty (30) calendar days of receipt of the written grievance. If there is no response within thirty (30) calendar days, the grievance shall be deemed denied and may be advanced to the next step.

20.6 Step Four. If there is no response or satisfaction at step three, the Guild, may seek arbitration through the Washington State Public Employment Relations Commission by mailing a request for arbitration and a list of seven (7) arbitrators within ten (10) calendar days of the denial in step three. The decision at this step shall be binding, and final, to both parties. The parties shall alternately strike names until one name remains on the list. The remaining person shall be the arbitrator. The order of striking names shall be determined by a coin toss. The arbitrator shall render a written decision which shall be final and binding on all parties. The power and authority of the arbitrator is strictly limited to the interpretation and/or application of the express provisions of this Agreement. The arbitrator shall have no power to add to, subtract from, alter, amend or change any provision of this Agreement. Each party shall bear the cost of its own representation and presentation of their case. The Arbitrator's fee and costs shall be paid equally by the parties.

20.7 Time Limits. Time limits referred to in this Article must be strictly adhered to unless waived by the mutual consent of both parties in writing. It is the intent of the parties that all procedures set forth herein shall be complied with as expeditiously as practicable. The failure of the grieving party to timely process the grievance pursuant to the time limits herein, shall be deemed a waiver of the right to proceed with the grievance.

20.8 Contents of Grievance. Any written grievance shall contain: the employee's name, date the action causing the grievance occurred, an explanation of the specific action which causes the grievance, identification of the specific Articles and/or sections of this Agreement alleged to have been violated, or identification of the specific policies of the Policy manuals, and the specific remedy requested by the employee.

DISCIPLINE AND DISCHARGE

21.1 Discipline and discharge shall be only for just cause.

21.2 **Guild and Employee Rights.** The employee or the Guild, shall have the right to process any disciplinary action as a grievance through the grievance procedure, except for employees serving an initial probationary period or extension of an initial probation period.

The suspect employee shall be entitled to Guild representation and/or legal representation at all meetings attended by the suspect employee where discipline is being considered for that suspect employee.

21.3 **Notice and Opportunity to Respond.** Upon reaching the conclusion that just cause exists to discipline an employee with a reassignment (with economic impact), or a suspension without pay, or a demotion, or discharge, the Chief of Police or designee shall provide the employee and the Guild, if requested by the employee, with the following prior to the administration of discipline:

1. A copy of all materials a part of or related to the investigation upon which the allegation(s) or charge(s) are based;
2. The directives, policies, procedures, work rules, regulations or other order of the City that allegedly was violated and how these were violated;
3. What disciplinary action is being considered.

21.3.1 **Employee's Response.** The affected employee or the Guild, if requested by the employee, shall have the opportunity to respond to the allegation(s) or charge(s) orally or in writing, normally within forty-eight (48) hours of receiving the information and materials provided by the City in Section 21.3 above and to do so prior to the Pre-Disciplinary meeting, provided the employee or the Guild may request a reasonable extension of time to respond, which request will not be unreasonably denied by the Chief or his designee.

21.3.2 **Pre-Disciplinary Meeting.** An opportunity to respond to the allegation(s) or charge(s) shall occur at a Pre-Disciplinary meeting conducted and presided over by the Chief of Police or designee, who shall have the authority to impose or to recommend the proposed disciplinary action. Reasonable advance notice of this meeting, its time and place shall be given the employee and the Guild, if requested by employee. This meeting shall be informal. The employee shall be given reasonable opportunity to be heard, to respond to the allegation(s) or charge(s), and to have the responses considered prior to the imposition of discipline.

21.3.3 **City's Decision.** Within a reasonable time, the Chief of Police or designee shall issue a written decision imposing discipline, exonerating the employee or taking such other action deemed appropriate.

21.4 **Investigative Interviews/Internal Affairs Investigations.** The interview of a suspect employee concerning action(s) or inaction(s) which, if proved, could reasonably lead to a reassignment (with economic impact), suspension without pay, demotion, or discharge for that

employee, shall be conducted under the following conditions and procedures:

1. If an employee is considered a suspect, at a reasonable time in advance of the investigative interview, the suspect employee shall be informed in writing, with a copy to the Guild, if requested by the employee, of the nature of the investigation; the name of the complainant, the specific allegations related thereto; and the policies, procedures and/or laws that form the basis for the investigation; and shall be advised that an opportunity to consult with a Guild representative and/or legal representative will be afforded prior to the interview.

2. The requirements of Section 21.4.a of this Section 21.4 shall not apply if (1) the suspect employee is under investigation for violations that are punishable as felonies or misdemeanors under law, or (2) in the discretion of the Chief or designee, notices to the suspect employee would jeopardize the administrative investigation.

3. The suspect employee shall have the right to have a Guild representative present during any interview which may reasonably result in a reassignment (with economic impact), suspension without pay, demotion or discharge of the suspect employee. The opportunity to have a Guild representative present at the interview or the opportunity to consult with a Guild representative shall not unreasonably delay the interview. However, if the interview begins with the consent of the suspect employee in the absence of a Guild representative, but during the interview the suspect employee concludes that assistance is required by reason of increasing seriousness of the disciplinary problem, the suspect employee shall be allowed a reasonable time in which to obtain a Guild representative.

4. To the extent reasonably possible, all interviews under this Section shall take place at Police Department facilities.

5. The City may schedule the interview outside of the employee's regular working hours, however, in that event the appropriate overtime rate shall be made to the employee.

6. The employee shall be required to answer any question concerning a non-criminal matter under investigation and shall be afforded all rights and privileges to which the employee is entitled under State or Federal laws.

7. The employee shall not be subject to coercion, nor shall interrogator(s) make promises of rewards or threats of harm as inducements to answer questions.

8. During an interview, the employee shall be entitled to such reasonable intermissions as the employee may request for personal physical necessities.

9. All interviews shall be limited in scope to activities, circumstances, events and conduct that pertain to the action(s) or inaction(s) of the employee that is the subject of the investigation. Nothing in this Section shall prohibit the City from questioning the employee about information that is developed during the course of the interview.

10. If the Police Department tape records the interview, a copy of the complete tape recorded interview of the suspect employee, noting the length of all recess periods, shall be furnished to the employee upon the suspect employee's written request. If the interviewed suspect

employee is subsequently charged with misconduct, upon the written request of the suspect employee or the Guild, the City shall provide a complimentary copy of any tapes to the Guild on behalf of the employee.

11. Interviews and Internal Affairs investigations shall be concluded without unreasonable delays.

12. The employee shall be advised within a reasonable period of time, in writing, with a copy to the Guild, if requested by the employee, of the results of the investigation and what future action, if any, will be taken regarding the matter investigated.

13. This Article is not intended to limit the Police Department's ability to conduct a fair and comprehensive investigation nor impose unreasonable time limits upon the conduct of such investigation.

ARTICLE 22 BARGAINING PROCESS

22.1 **Impasse.** In the event the parties feel the bargaining process is at an impasse, mediation may be sought through the Washington State Public Employee's Relation Commission.

ARTICLE 23 COMPLETE AGREEMENT

23.1 **Complete Agreement.** The parties agree this document is a complete agreement.

23.2 **No Waiver Implied.** The failure of the Guild or the City to enforce any of the provisions of this Agreement or exercise any of the rights reserved to them, or to exercise any such rights in a particular manner, shall not be deemed a waiver of either party to insist upon full performance of such rights in the future.

ARTICLE 24 SAVINGS CLAUSE

24.1 **Supervening Illegality.** Should any provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation shall not invalidate the remaining portions of this Agreement, and the remaining portions shall remain in full force and effect. The parties agree to meet and negotiate whether by mutual consent such invalid provision should be amended or replaced.

24.2 **Continuation.** In the event a new Agreement cannot be agreed upon by both parties upon the expiration of this Agreement, this Agreement shall remain in full force and effect until such time as a new Agreement can be reached and agreed upon.

ARTICLE 25 DURATION

25.1 **Duration.** The effective dates of this Agreement shall be from January 1, 2016 through December 31, 2020.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ____ day of _____ 2017.

CITY OF FIRCREST

FIRCREST POLICE GUILD

By: _____
Rick Rosenblatt, City Manager

By: _____
Chris Roberts, Guild President

Attest:

By: _____
City Clerk

By: _____
Guild Secretary-Treasurer

APPENDIX A

SALARIES

Effective January 1, 2016*

SALARY STEPS

Job Title	A 1 Yr	B 1 Yr	C 1 Yr	D 1 Yr	E 1 Yr	F 1 Yr
Entry Police Officer	\$4,345					
Police Officer	\$4,828	\$5,059	\$5,312	\$5,578	\$5,857	\$6,150
Police Sergeant	\$5,444	\$5,716	\$6,002	\$6,302	\$6,617	\$6,948

*Includes 0% COLA

Effective January 1, 2017, the current actual base rate of the Police Officer and Police Sergeant shall be increased 100% Seattle Tacoma CPI-W, June to June with a minimum 1.0% and a maximum 3.0% minus .33%. (this equals a 1.67% increase).

Effective January 1, 2018, the current actual base rate of the Police Officer and Police Sergeant shall be increased 100% Seattle Tacoma CPI-W, June to June with a minimum 1.0% and a maximum 3.0%.

Effective January 1, 2019 the current actual base rate of the Police Officer and Police Sergeant shall be increased 100% Seattle Tacoma CPI-W, June to June with a minimum 1.0% and a maximum 3.0%

Effective January 1, 2020 the current actual base rate of the Police Officer and Police Sergeant shall be increased 100% Seattle Tacoma CPI-W, June to June with a minimum 1.0% and a maximum 3.0%

Premium Pay. In addition to the above salaries, the employee shall receive 3% of his/her base wage rate during the time that they are actually performing the assigned duties of Field Training Officer, Firearms Instructor, Investigator or Crime Prevention Officer.

Employees employed as of October 12, 1995 will advance one step the first pay period in December every year.

Employees hired after October 12, 1995 shall enter the salary step system at Step A, advance to Step B upon successful completion of the probation period and one year continuous service. All other step advances will occur annually. Police Officers promoted to Sergeant shall be placed on the lowest Salary Step for Sergeant which represents a salary increase. Any other provisions of this Agreement notwithstanding, the City may, in its discretion, start lateral hires or the Sergeant at any salary step, other than the entry level step. In addition, the City reserves the right to move any employee to a higher salary step, regardless of years of service with the City.

For payroll purposes and for the computation of hourly rates, the monthly salary of said positions shall be multiplied by twelve (12) and then divided by two thousand eighty (2080) hours to determine the corresponding regular rate of pay.

Longevity Pay Longevity pay shall be added to each employee's base monthly pay effective and retroactive to January 1, 2007, as follows:

After 5 years = 2%

After 10 years = 3%

After 15 years = 4%

After 20 years = 5%

Appendix B

Shift Schedule

Short staff or Full staff with traffic position. Two traffic officers share one shift and rotate between patrol and traffic as current practice. Shift vacancies shall be covered by the Sergeant.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Day	0630-1630	0630-1630	0630-1630	X	X	X	0630-1630
Swing	1600-0200	1600-0200	1600-0200	1600-0200	X	X	X
Grave	X	2100-0700	2100-0700	2100-0700	2100-0700	X	X
Sergeant	X	X	0900-1900	0900-1900	0900-1900	0900-1900	X
Day	X	X	0630-1630	0630-1630	0630-1630	0630-1630	X
Swing	1600-0200	X	X	X	1600-0200	1600-0200	1600-0200
Grave	2100-0700	X	X	X	2100-0700	2100-0700	2100-0700
Total	4	3	5	4	5	4	3

Full staff. Traffic officers work traffic when shift coverage is adequate.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Day	0630-1630	0630-1630	0630-1630	X	X	X	0630-1630
Swing	1600-0200	1600-0200	1600-0200	1600-0200	X	X	X
Grave	X	2100-0700	2100-0700	2100-0700	2100-0700	X	X
Cover	0900-1900	0900-1900	0900-1900	X	X	X	0900-1900
Day	X	X	0630-1630	0630-1630	0630-1630	0630-1630	X
Swing	1600-0200	X	X	X	1600-0200	1600-0200	1600-0200
Grave	2100-0700	X	X	X	2100-0700	2100-0700	2100-0700
Sergeant	X	X	0900-1900	0900-1900	0900-1900	0900-1900	X
Total	5	4	6	4	5	4	4

Appendix C

Seniority Based Rotation

Year 1				Year 2			
Jan-Mar	Apr-June	July-Sept	Oct-Dec	Jan-Mar	Apr-June	July-Sept	Oct-Dec
1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
1	2	3	4	7	5	6	7
2	1	1	1	6	1	1	1
3	3	2	2	5	2	2	2
4	4	4	3	4	3	3	3
5	5	5	5	3	4	4	4
6	6	6	6	2	6	5	5
7	7	7	7	1	7	7	6

In the event of a vacancy in the Department, the shifts that were covered by the member that is no longer employed or otherwise vacant from the schedule, the rotation again becomes open for the remainder of the two year rotation for the vacant shifts. The bid would be open for the officers that had bid after the departing officer. For example, if officer 3 left the department during the 4th quarter of the first year officer 5 would have first choice followed by 6 and 7. In the 1st quarter of the second year, officer 2 would have first choice followed by officer 1. In the 2nd quarter of the second year, officer 4 would have first choice followed by 6 and 7.

Until the vacancy is filled the cover shift that is opposite the Sergeant will be eliminated and the officers that bid for that cover shift shall work the vacant shift. Within two weeks of the Department having knowledge that an officer is departing or has departed, a new bid shall take place for the rest of the rotation using the above formula. Once the Department is up to full staff the cover shift will be re-implemented and again, within two weeks, a new bid using the above formula shall take place for the remainder of the two year rotation.

FIRCREST CITY COUNCIL AGENDA SUMMARY

COUNCIL MEETING DATE: February 14, 2017

SUBJECT: Resolution expressing displeasure to the City of Tacoma for the Tacoma Power proposed rate increase that would contribute supplemental funding to Click! Network for operating, maintenance, taxes, capital costs and debt service

FROM: City Manager Rosenblatt

Reviewed by: _____ City Manager _____ Finance Director _____ City Attorney

RECOMMENDED MOTION: I move to adopt Resolution No. _____ expressing displeasure to the City of Tacoma for the Tacoma Power proposed rate increase that would contribute supplemental funding to Click! Network for operating, maintenance, taxes, capital costs and debt service.

PROPOSAL: Council is being asked to approve a resolution expressing displeasure to the City of Tacoma for the Tacoma Power proposed rate increase that would contribute supplemental funding to Click! Network for operating, maintenance, taxes, capital costs and debt service. Council directed this resolution be brought forward for consideration at the January 24th Council meeting.

FISCAL IMPACT: No direct fiscal impact to adopt this resolution.

ADVANTAGES: Expresses concerns of Council regarding use of rates and increases not directly attributed to electrical power costs.

DISADVANTAGES: May create animosity from the City of Tacoma by taking this stance. This also could impact Click! providing their mobile screen without charge as has been done for the last several years for our summer movie in the park. Some years ago when we rented a screen and sound system that is needed to show an outdoor movie, the cost was over \$2,500.

ALTERNATIVES: Not adopt the resolution.

HISTORY: No history since this was initially discussed at the last Council meeting.

Attachments: Resolution

**CITY OF FIRCREST
RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIRCREST,
WASHINGTON, EXPRESSING DISPLEASURE FOR THE RATE
INCREASE BY TACOMA POWER THAT WOULD CONTRIBUTE
SUPPLEMENTAL FUNDING TO CLICK! NETWORK FOR OPERATING,
MAINTENANCE, TAXES, CAPITAL COSTS, AND DEBT SERVICE**

WHEREAS, Tacoma Power is proposing rate increases in 2017 and 2018; and

WHEREAS, partial revenue from the rate increases will be used to provide supplemental funding to pay all Click! operating, maintenance, taxes, capital costs, and debt service in excess of amounts provided by Tacoma Power for Tacoma Power's actual use of Click! Network; and

WHEREAS, many Fircrest residents do not have Click! Cable services and will be subsidizing a service they do not have; and

WHEREAS, the City of Fircrest desires to express its displeasure to any action by the Tacoma City Council that results in Fircrest residents in effect supplementing Click! Network's operating, maintenance, taxes, capital costs and debt service; Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST:

Section 1. Expression of Displeasure. The City Council of the City of Fircrest expresses its displeasure to the City of Tacoma for supplementing Click! Network's operating, maintenance, taxes, capital costs and debt service.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this 14th day of February 2017.

APPROVED:

Matthew Jolibois, Mayor

ATTEST:

Lisa Keely, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

FIRCREST CITY COUNCIL AGENDA SUMMARY

COUNCIL MEETING DATE: February 14, 2017

SUBJECT: Resolution authorizing the City Manager to execute Amendment #5 to the agreement with Bannon, Carlson & Kessel, who have changed their name to Leavitt Group NW, for insurance broker services.

FROM: City Manager Rosenblatt

Reviewed by: _____ City Manager _____ Finance Director _____ City Attorney

RECOMMENDED MOTION: I move to adopt Resolution No. _____ authorizing the City Manager to execute Amendment #5 to the agreement with Bannon, Carlson & Kessel, Inc. who have changed their name to Leavitt Group NW, for insurance broker services.

PROPOSAL: Council is being asked to authorize the City Manager to execute Amendment #5 to the agreement with Bannon, Carlson & Kessel, Inc., changing the name to Leavitt Group NW for insurance broker services.

The City of Fircrest is a member of the Cities Insurance Association of Washington (CIAW) pool. The Interlocal Agreement with the CIAW requires the City to designate a servicing representative to act as liaison with the needs of Fircrest. Bannon, Carlson & Kessel, Inc. has provided assistance in working with CIAW. They have changed their name to Leavitt Group NW (no changes in duties of the service representative).

FISCAL IMPACT: This is a name change only.

ADVANTAGES: Leavitt Group NW will continue to provide services per the agreement.

DISADVANTAGES: None of significance.

ALTERNATIVES: None.

HISTORY: The Interlocal Agreement with CIAW was approved on February 12, 2008, effective March 1, 2008. This resolution will continue the required insurance broker services which were initiated in March 2008. Bannon, Carlson & Kessel has provided this service to Fircrest since December 2012. Bannon, Carlson & Kessel changed their name to Leavitt Group NW.

Attachments: Resolution
Broker Service Agreement Amendment #5

**CITY OF FIRCREST
RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING AMENDMENT #5
TO THE AGREEMENT WITH BANNON, CARLSON & KESSEL,
INC. CHANGING THE NAME TO LEAVITT GROUP NW TO
PROVIDE INSURANCE BROKER SERVICES**

WHEREAS, the City of Fircrest has need of insurance broker services and needs to designate a service representative as a member of the Cities Insurance Association of Washington through an Interlocal Agreement; and

WHEREAS, Bannon, Carlson and Kessel, Inc., has the required experience and expertise and has provided such services in the past;

WHEREAS, Bannon, Carlson and Kessel, Inc. has changed their name to Leavitt Group NW; Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST:

Section 1. The City Manager is hereby authorized and directed to execute Amendment #5 to the agreement changing the name to Leavitt Group NW (formerly known as Bannon, Carlson & Kessel, Inc.)

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 14th day of February 2017.

APPROVED:

Matthew P. Jolibois, Mayor

ATTEST:

Lisa Keely, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

**FIFTH AMENDMENT
TO THE CITY OF FIRCREST
BROKER SERVICE AGREEMENT**

This Fifth Amendment is hereby made and entered into this 14th day of February 2017, by and between the City of Fircrest, a political subdivision of the State of Washington, hereinafter referred to as the "City" and Leavitt Group NW, hereinafter referred to as "Broker" and formerly known as Bannon, Carlson and Kessel, Inc.

WITNESSETH:

1. Purpose

The purpose of this Fifth Amendment is to amend the December 21, 2012 agreement. This amendment is limited to the amendments as set forth herein. All of the remaining terms and conditions of the December 21, 2012 agreement shall remain in full force and effect. The amendments are as follows:

2. Date and Parties is hereby amended to read as follows:

This Agreement is entered into between the City of Fircrest, hereinafter referred to as "City" and Leavitt Group NW, hereinafter referred to as "Broker" effective this 14th day of February 2017.

3. All remaining provisions of the December 21, 2012 agreement, and the second, third and fourth amendments shall remain in full force and effect.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in two counterparts, each of which shall be deemed as originals, in the year and day first above mentioned.

CITY OF FIRCREST

LEAVITT GROUP NW

2121 70th Avenue West, Suite B
University Place WA 98466

By: _____

By: _____

Approved as to Form:

Michael B. Smith, City Attorney

ATTEST:

Lisa Keely City Clerk

FIRCREST CITY COUNCIL AGENDA SUMMARY

COUNCIL MEETING DATE: February 14, 2017

SUBJECT: Contract Award for the Emerson Sidewalk Project

FROM: Jerry Wakefield, Public Works Director

Reviewed by: _____ City Manager _____ Finance Director _____ City Attorney

RECOMMENDED MOTION:

I move the City Council authorize the City Manager to award the contract for the Emerson Sidewalk Project to Archer Construction for \$582,502.50 to prepare and execute the required contract documents, and to give the “Notice to Proceed” to commence construction of the project.

PROPOSAL:

It is proposed that the City of Fircrest award the contract for the Emerson Sidewalk Project to Archer Construction for a total project cost of \$582,502.50. By this action, the Council gives authorization to prepare and execute contract documents, and give the low bidder a “Notice to Proceed” with the work detailed in the plans and specifications.

FISCAL IMPACT:

Nine bids were received. The bids ranged from \$582,502.50 to \$747,200.00. The engineer’s estimate was \$612,257.00. The low bid from the previous bid in August was \$698,189.90.

The following is a summary of the cost impacts:

Original TIB Grant amount = \$575,252
Original Fircrest Grant Match \$143, 814
Original Project Total = \$719,066
Engineers Estimate at time of Bid = \$612,257

Low Bid = \$582,502.50
Available Project Construction Funds Grant \$486,752
Local Match construction = \$121,688
Total Available funds = \$608,440
Additional funds available = \$25,937.50

ADVANTAGES:

This bid is well within the budget and grant amounts for this project. The low bidder is responsive and comes recommended to do this project.

DISADVANTAGES:

None.

ALTERNATIVES:

Not to proceed with the project and return funding to TIB.

HISTORY:

This project received the TIB grant based on the scope and estimated costs prepared in July of 2015. KPG was selected as the consultant to prepare the design and construction management of the project in March of 2016.

The project was originally bid in August of 2016. At that time the low bid amount was \$698,189.90. This amount exceeded the estimate and the grant amount. The bids were rejected and the project was rebid in January 2017.

Nine bids were received January 26, 2017 ranging from the low of \$582,502.50 to a high of \$747,200.00. All nine bids were reviewed and considered responsive.

KPG tabulated the bids and checked on the responsiveness and references of the bids.

In checking the references for the low bidder, Archer Construction, KPG contacted King County and spoke with Jeff McCarthy. He commended them for a successful project. They also contacted the City of Tacoma and spoke with Drew Randolph. He also commended them for a successful project.

In addition, KPG has checked the status of Archer Construction on the Washington State Labor and Industries web page to confirm they are currently insured, bonded, and licensed.

KPG and TIB acknowledges that Archer Construction is a qualified bidder and this is a responsive bid for the Emerson Street Sidewalks Project - Orchard to Alameda Ave.

Attachment: Certified Bid Tabulation
KPG Letter

[illegible]

KPG

2502 Jefferson Avenue,
Tacoma, WA 98402
P: 253.627.0720
www.kpg.com

January 30, 2017

Jerry Wakefield, P.E.
City of Fircrest
115 Ramsdell Street
Fircrest, WA 98466-6999

RE: Emerson Street Sidewalks Project - S. Orchard to Alameda Ave

Dear Jerry,

As requested, KPG has tabulated the bid tabs and reviewed the bid packages submitted for the Emerson Street Sidewalks Project - Orchard to Alameda Ave.

The lowest bidder in the amount of \$582,502.50 is Archer Construction, Inc.

As part of our review, we contacted King County and spoke with Jeff McCarthy. He commended them for a successful project. We also contacted the City of Tacoma and spoke with Drew Randolph. He also commended them for a successful project and they both said that they would gladly use Archer Construction again.

In addition, KPG has checked the status of Archer Construction, Inc. on the Washington State Labor and Industries web page to confirm they are currently insured, bonded, and licensed.

KPG acknowledges that Archer Construction, Inc. is a qualified bidder and this is a responsive bid for the Emerson Street Sidewalks Project - Orchard to Alameda Ave. Contingent on TIB approval and project funds being available, we recommend the City of Fircrest award the Emerson Street Sidewalk Project to Archer Construction, Inc.

We have enclosed the original bid package along with the bid tabulation for your review.

Sincerely,
KPG, Inc.



Daniel Clark
Construction Services

cc: Sam Lawrence
Terry Wright

Enclosures: Archer Construction, Inc. bid package
L&I Documentation for Archer Construction, Inc.
Final bid tabulation spreadsheet

FIRCREST CITY COUNCIL AGENDA SUMMARY

COUNCIL MEETING DATE: February 14, 2017

SUBJECT: Amendment to FMC 22.99.010 Designation of frequently flooded areas

FROM: Angelie Stahlnecker, Planning/Building Administrator

Reviewed by: _____ City Manager _____ Finance Director _____ City Attorney

RECOMMENDED MOTION: I move to adopt Ordinance No. _____ amending Ordinance 1375 section 4 and FMC 22.99.010, Designation of frequently flooded areas.

PROPOSAL: The City of Fircrest proposes to update the City's frequently flooded areas regulations by amending Section 22.99.010 Designation of frequently flooded areas. This represents a requirement by the Federal Emergency Management Agency (FEMA).

FISCAL IMPACT: None.

ADVANTAGES: The City will be compliant with FEMA requirements which enables affected Fircrest properties to continue in the National Flood Insurance Program.

DISADVANTAGES: None.

ALTERNATIVES: None.

HISTORY: Based on a re-evaluation of flood hazards in the area, the Federal Emergency Management Agency (FEMA) provided preliminary copies of the Flood Insurance Rate Maps (FIRM) and Flood Insurance Study (FIS) on December 19, 2014. As required by statute, FEMA initiated a 90-day appeal period on July 15, 2015. On September 7, 2016, the City of Fircrest was notified by FEMA that the statutory appeal period had ended and no appeals were received. All local jurisdictions are required to adopt FEMA approved floodplain management measures by March 7, 2017.

The proposed frequently flooded area amendments include the required updated text language, which references "The Flood Insurance Study for Pierce County, and Incorporated Areas" as well as the address of City Hall where the study and maps can be found. In addition, the FEMA Region X review requested we add "or his or her designee" after "director" in section (a)(2).

Attachments: Ordinance

**CITY OF FIRCREST
ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF FIRCREST,
WASHINGTON, AMENDING ORDINANCE 1375 SECTION 4
AND FMC 22.99.010, DESIGNATION OF FREQUENTLY
FLOODED AREAS.**

WHEREAS, On December 19, 2014, the Federal Emergency Management Agency (FEMA) provided preliminary copies of the Flood Insurance Rate Maps (FIRM) and Flood Insurance Study (FIS) based on a recent re-evaluation of flood hazards in the area; and

WHEREAS, on September 7, 2016, the City of Fircrest was notified by FEMA that the statutory 90-day appeal period had ended and no appeals were received; and

WHEREAS, the City of Fircrest is required to adopt FEMA approved floodplain management measures by March 7, 2017; and

WHEREAS, The City submitted a *Notice of Proposed Amendment* with a request of expedited review to the Washington State Department of Commerce on January 12, 2017, which was issued to state agencies for a 10 business day comment period as required pursuant to RCW 36.70A and no comments were received; and

WHEREAS, the City issued a Determination of Nonsignificance on January 24, 2017 with a 14-day comment period, and no comments were received; and

WHEREAS, a public hearing was conducted by the Planning Commission on February 7, 2017 to consider public testimony and comment on proposed amended regulations; and

WHEREAS, the Planning Commission has adopted the following findings in support of approval of the proposed development regulation amendments in consideration of the factors listed in Section 22.78.004 FMC, prior to final action:

5. The proposed code amendments will be consistent with the goals, objectives and policies of the comprehensive plan in particular:

Policy LU10.2

The city shall enforce standards that will achieve environmentally sensitive development when it occurs within and adjoining critical areas, natural buffers, and areas designated as open space.

6. The proposed amendments will promote, rather than detract from, the public health, safety, morals and general welfare by adopting the latest in study on existing flood hazards.

WHEREAS, the City Council conducted a public hearing on February 14, 2017, to accept public testimony and comment on the proposed amendments; Now, Therefore,

THE CITY COUNCIL OF THE CITY OF FIRCREST DO ORDAIN AS FOLLOWS:

Section 1. Ordinance 1375 §4 and FMC 22.99.010 are hereby amended to read as follows:

22.99.010 Designation of frequently flooded areas.

(a) Frequently Flooded Areas. Frequently flooded areas shall include:

(1) Areas Identified on the Flood Insurance Map(s). The areas of special flood hazard identified by the Federal Insurance Administration in a scientific and engineering report entitled “The Flood Insurance Study for Pierce County, and Incorporated Areas” dated March 7, 2017, and any revisions thereto, with an accompanying Flood Insurance Rate Map (FIRM), and any revisions thereto, are hereby adopted by reference and declared to be a part of this ordinance. The Flood Insurance Study and the FIRM are on file at City Hall, 115 Ramsdell Street, Fircrest WA.

(2) Areas Identified by the Director. Those areas of special flood hazard identified by the director, or his or her designee, based on review of base flood elevation and floodway data available from federal, state, city, or other valid sources when base flood elevation data has not been provided from the Federal Insurance Administration [“A” zone of the flood insurance map(s)].

(b) Use of Additional Information. The director may use additional flood information that is more restrictive or detailed than that provided in the flood insurance study conducted by the Federal Emergency Management Agency (FEMA) to designate frequently flooded areas, including data on channel migration, historical data, high water marks, photographs of past flooding, location of restrictive floodways, maps showing future build-out conditions, maps that show riparian habitat areas, or similar information.

(c) Flood Elevation Data. When base flood elevation data is not available (“A” zones), the director shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state, or other source, in order to administer this chapter.

(d) Designation Made by Director. The flood insurance maps are to be used as a guide for the city, project applicants and/or property owners, and the public and should be considered a minimum designation of frequently flooded areas. As flood insurance maps may be continuously updated as areas are reexamined or new areas are identified, newer and more restrictive information for flood hazard area identification shall be the basis for regulation.

(e) Maintenance of Records. Where base flood elevation data is provided through the flood insurance study or required through subsection (c) of this section, the director shall obtain and record the as-built elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures, and whether or not the structure contains a basement. The director shall also maintain for public inspection all records of floodplain hazards, certificates of floodproofing, and flood elevation data.

Section 4. Severability. If any section, sentence, clause or phrase of this title shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this title.

Section 5. Publication and Effective Date. A summary of this ordinance consisting of its title shall be published in the official newspaper of the city. This ordinance shall be effective five (5) days after such publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON,
at a regular meeting thereof this 14th day of February, 2017.

APPROVED:

Matthew Jolibois, Mayor

ATTEST:

Lisa Keely, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

Publication Date:

Effective Date: