

**FIRCREST CITY COUNCIL
REGULAR MEETING AGENDA**

**TUESDAY, FEBRUARY 27, 2018
7:00 P.M.**

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

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. PRESIDING OFFICER'S REPORT**
 - A. [AWC Center for Quality Communities Scholarship Nomination](#)
 - B. [Presentation by NewCold Cold-Storage Warehouse](#)
 - C. [Investment Committee Appointment](#)
 - D. Community Center and Pool Update
- 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. Pierce County Regional Council
 - C. Public Safety, Court
 - D. Street, Water, Sewer, and Storm Drain
- 7. CONSENT CALENDAR**
 - A. Approval of [vouchers](#)/payroll checks
 - B. Approval of minutes: [February 13, 2018 Regular Meeting](#)
- 8. PUBLIC HEARING 7:15 P.M.**
- 9. UNFINISHED BUSINESS**
- 10. NEW BUSINESS**
 - A. [Liquor License Renewal: Fircrest Golf Club](#)
 - B. [Liquor License Renewal: Pint Defiance](#)
 - C. [Budget Amendment: 1st Reading](#)
 - D. [Resolution: Greenleaf Landscaping Maintenance Agreement](#)
 - E. [Resolution: ARC Architects Professional Services Agreement](#)
 - F. [Resolution: Mayors Against Illegal Guns Coalition](#)
- 11. CITY MANAGER COMMENTS**
- 12. DEPARTMENT HEAD COMMENTS**
- 13. COUNCILMEMBER COMMENTS**
- 14. EXECUTIVE SESSION**
 - A. To discuss labor agreement pursuant to RCW 42.30.140
 - B. To discuss the performance of a public employee pursuant to RCW 42.30.110
- 15. ADJOURNMENT**

ACCOUNTS PAYABLE

City Of Fircrest
MCAG #: 0583

As Of: 02/27/2018

Time: 15:18:19 Date: 02/21/2018
Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo		
15950	02/27/2018	02/27/2018	4298		AWC Employee Benefit	631.64	Mar 2018
	521 22 20 01	LEOFF I Medical Premium	001 000 521	General Fund	631.64	Mar 2018 Retired Medical	
15947	02/27/2018	02/27/2018	4052		Baxter Auto Parts	109.95	#59083D (2008 Ford F550 Dump Truck) Lift Support & #59094D (2008 Ford F550 Crane Truck) Lift Support
	548 65 48 12	O & M - Street	501 000 548	Equipment Ren	28.77	#59083D (2008 Ford F550 Dump Truck) Lift Supports (Quantity: 1) "Air Rods For Compartments" - Street (Part No. SG204082.SAC)	
	548 65 48 14	O & M - Wtr/Swr	501 000 548	Equipment Ren	81.18	#59094D (2008 Ford F550 Crane Truck) Lift Supports (Quantity: 4) "Air Rods For Compartments" - Wtr / Swr (Part No. SG365001.SAC)	
15929	02/14/2018	02/27/2018	7438		Berres, Kristin	31.10	04-02670.1 - 1025 FIR PARK LANE
	343 10 00 00	Storm Drain Fees & Charge	415 000 340	Storm Drain	-6.38		
	343 40 00 00	Sale Of Water	425 000 340	Water Fund (de	-7.42		
	343 50 00 00	Sewer Revenues	430 000 340	Sewer Fund (de	-17.30		
15967	02/27/2018	02/27/2018	6018		Canon Financial Services Inc	1,691.37	Copier Rental (Dec 2017, Jan 2018, Feb 2018) - City Hall, Public Works, Parks & Recreation, Municipal Court
	512 50 45 00	Oper Rentals - Copier - Cou	001 000 512	General Fund	422.84	Copier Lease - Court	
	518 10 45 00	Oper Rentals - Copier - Noi	001 000 518	General Fund	422.84	Copier Lease - City Hall	
	531 50 45 00	Oper Rentals - Copier - Sto	415 000 531	Storm Drain	105.71	Copier Lease - Storm	
	534 10 45 02	Oper Rentals - Copier - Wa	425 000 534	Water Fund (de	105.71	Copier Lease - Water	
	535 10 45 00	Oper Rentals - Copier - Sev	430 000 535	Sewer Fund (de	105.71	Copier Lease - Sewer	
	542 30 45 00	Oper Rentals - Copier - Stre	101 000 542	City Street Fun	105.71	Copier Lease - Street	
	571 10 45 01	Oper Rentals - Copier - Rec	001 000 571	General Fund	380.56	Copier Lease - Recreation	
	576 80 45 00	Oper Rentals - Copier - Par	001 000 576	General Fund	42.29	Copier Lease - Parks	
15973	02/27/2018	02/27/2018	3994		CenturyLink	143.59	Direct Inward Dial - City Hall
	518 10 42 00	Communication - Non Dept	001 000 518	General Fund	143.59	Direct Inward Dial - City Hall	
15974	02/27/2018	02/27/2018	3994		CenturyLink	61.45	Public Works Fax
	531 50 42 00	Communication - Storm	415 000 531	Storm Drain	15.37	Public Work Fax - Storm	
	534 10 42 00	Communication - Water	425 000 534	Water Fund (de	15.36	Public Work Fax - Water	
	535 10 42 01	Communication - Sewer	430 000 535	Sewer Fund (de	15.36	Public Work Fax - Sewer	
	542 30 42 00	Communication - Street	101 000 542	City Street Fun	15.36	Public Work Fax - Street	

ACCOUNTS PAYABLE

City Of Fircrest
MCAG #: 0583

As Of: 02/27/2018

Time: 15:18:19 Date: 02/21/2018
Page: 2

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
15975	02/27/2018	02/27/2018	3994	CenturyLink	65.03 Parks Primary 911
	576 80 42 00	Communication - Parks	001 000 576	General Fund	65.03 Parks Primary 911
15976	02/27/2018	02/27/2018	3994	CenturyLink	126.49 Police BA Machine / Modem
	521 22 42 00	Communication - Police	001 000 521	General Fund	126.49 Police BA Machine / Modem
15977	02/27/2018	02/27/2018	5805	CenturyLink	43.22 Long Distance Usage & Access Line
	518 10 42 00	Communication - Non Dept	001 000 518	General Fund	43.22 Long Distance Usage & Access Line
15938	02/27/2018	02/27/2018	331	Cheesman, John G	10.00 Crisis Intervention Training / Lunch Meal
	521 22 43 00	Travel - Police	001 000 521	General Fund	10.00 Crisis Intervention Training / Lunch Meal - Chief Cheesman (02/01/18) "Washington State Criminal Justice Training Center" Tacoma, WA
15921	02/27/2018	02/27/2018	4324	City Treasurer-City of Tacoma	53,478.00 Mar 2018 Fire / EMS
	522 20 50 00	Tacoma Contract - Fire	001 000 522	General Fund	26,303.58 Mar 2018 Fire
	522 20 51 00	Tacoma Contract - EMS	001 000 522	General Fund	27,174.42 Mar 2018 EMS
15920	02/27/2018	02/27/2018	4318	City of Fircrest Treasurer	2,510.84 Feb 2018 Interfund
	518 30 47 00	Public Utility Services - Cit	001 000 518	General Fund	318.60
	531 50 47 02	Public Utility Services/Bldg	415 000 531	Storm Drain	183.38
	531 50 47 02	Public Utility Services/Bldg	415 000 531	Storm Drain	2.62
	534 10 47 00	Utility Services/Building - 1	425 000 534	Water Fund (de	183.38
	534 80 47 01	Utility Services/Pumping	425 000 534	Water Fund (de	87.60
	534 80 47 03	Public Utility Services/Met	425 000 534	Water Fund (de	3.75
	535 10 47 00	Utility Services/Building - 1	430 000 535	Sewer Fund (de	183.38
	535 80 47 04	Public Utility Services/Met	430 000 535	Sewer Fund (de	3.75
	542 30 47 02	Electricity & Gas/Bldg - St	101 000 542	City Street Fun	183.37
	542 30 47 02	Electricity & Gas/Bldg - St	101 000 542	City Street Fun	1.61
	542 80 47 00	Public Utility Services-St B	101 000 542	City Street Fun	12.27
	548 65 47 00	Utilities ShopGarage	501 000 548	Equipment Ren	29.20
	576 80 47 00	Public Utility Services - Pa	001 000 576	General Fund	1,317.93
15970	02/27/2018	02/27/2018	4322	City of Tacoma - Utilities	8,926.01 Power / Various Locations
	518 30 47 00	Public Utility Services - Cit	001 000 518	General Fund	580.20
	531 50 47 02	Public Utility Services/Bldg	415 000 531	Storm Drain	138.22
	534 10 47 00	Utility Services/Building - 1	425 000 534	Water Fund (de	138.22
	534 80 47 01	Utility Services/Pumping	425 000 534	Water Fund (de	2,994.60
	535 10 47 00	Utility Services/Building - 1	430 000 535	Sewer Fund (de	138.21

ACCOUNTS PAYABLE

City Of Fircrest
MCAG #: 0583

As Of: 02/27/2018

Time: 15:18:19 Date: 02/21/2018
Page: 3

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
535 80 47 01	Utility Services/Pumping		430 000 535 Sewer Fund (de	1,329.65	
542 30 47 02	Electricity & Gas/Bldg - Sti		101 000 542 City Street Fun	138.22	
542 30 47 03	Electricity/Traffic Lights		101 000 542 City Street Fun	40.92	
542 63 47 00	Electricity/Street Lights		101 000 542 City Street Fun	2,063.32	
548 65 47 00	Utilities ShopGarage		501 000 548 Equipment Ren	23.80	
576 80 47 00	Public Utility Services - Pai		001 000 576 General Fund	1,340.65	
15922	02/27/2018	02/27/2018	3565	8,213.40	Jan 2018
			Comfort Davies & Smith		
515 30 41 01	City Attorney		001 000 515 General Fund	1,588.60	Jan 2018 - Administration
515 30 41 03	City Prosecutor		001 000 515 General Fund	6,624.80	Jan 2018 - Court, Police
15965	02/27/2018	02/27/2018	3573	69.28	10/04/17 - 11/03/17 Police
			Copiers Northwest Inc		
521 22 45 00	Oper Rentals - Copier - Pol		001 000 521 General Fund	69.28	10/04/17 - 11/03/17 Police
15945	02/27/2018	02/27/2018	363	50.00	PSFOA State Auditor's Office Meeting / Lunch Meals (2 Attendees)
			Corcoran, Colleen T		
514 23 49 01	Reg & Tuition - Finance		001 000 514 General Fund	50.00	Puget Sound Finance Officers Association - State Auditor's Office Update Meeting / Lunch Meals (Corcoran, Thomas) - Reimburse Colleen Corcoran (Date: 02/14/18)
15986	02/27/2018	02/27/2018	3589	2,722.62	2018 Winter/Spring Parks & Recreation Activity Guide
			Databar Inc		
571 10 42 00	Postage - Rec		001 000 571 General Fund	1,198.30	2018 Winter/Spring Parks & Recreation Activity Guide - Postage / Mailing Service
571 10 49 01	Printing & Binding - Rec		001 000 571 General Fund	1,524.32	2018 Winter/Spring Parks & Recreation Activity Guide - Printing / Composition Set-Up
15925	02/27/2018	02/27/2018	1583	59.00	1 Yr Library 2018
			Davis, Donald		
572 21 49 00	Library Services		001 000 572 General Fund	59.00	1 Yr Library 2018 / Donald Daivs
15978	02/27/2018	02/27/2018	28	59.00	1 Yr Library 2018
			Davis, John R		
572 21 49 00	Library Services		001 000 572 General Fund	59.00	1 Yr Library 2018 / John R Davis
15939	02/27/2018	02/27/2018	333	10.00	Crisis Intervention Training / Lunch Meal
			Deal Jr, Robert		
521 22 43 00	Travel - Police		001 000 521 General Fund	10.00	Crisis Intervention Training / Lunch Meal - Officer Deal (02/01/18) "Washington State Criminal Justice Training Center" Tacoma, WA

ACCOUNTS PAYABLE

City Of Fircrest
MCAG #: 0583

As Of: 02/27/2018

Time: 15:18:19 Date: 02/21/2018
Page: 4

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
15951	02/27/2018	02/27/2018	4310	Dept Of Revenue-EXCISE TAX	121.03 Jan 2018 Excise Tax
531 50 49 03	Printing & Binding-Storm	415 000 531	Storm Drain	7.50	
531 50 53 00	Excise Tax - Storm	415 000 531	Storm Drain	12.62	
534 10 49 04	Printing & Binding - Water	425 000 534	Water Fund (de	7.50	
534 10 53 00	Excise Tax - Water	425 000 534	Water Fund (de	18.46	
535 10 49 03	Printing & Binding - Sewer	430 000 535	Sewer Fund (de	7.50	
535 10 53 00	Excise Tax - Sewer	430 000 535	Sewer Fund (de	43.74	
576 80 41 00	Prof Svcs - Parks	001 000 576	General Fund	23.71	
15948	02/27/2018	02/27/2018	3606	Dickson Company	154.11 Asphalt / Concrete Disposal
542 30 47 01	Dumping Fees - Street	101 000 542	City Street Fun	154.11	Asphalt / Concrete Disposal - Street
15924	02/14/2018	02/27/2018	7868	Hahn, Sihoun	246.07 07-00139.2 - 121 MAPLE ST
343 40 00 00	Sale Of Water	425 000 340	Water Fund (de	-246.07	
15952	02/27/2018	02/27/2018	3692	Home Depot Credit Services	16.90 Outlets (2), Wall Cover Plate (1) - City Hall
518 30 31 04	Oper Sup/CH	001 000 518	General Fund	16.90	Outlets (2), Wall Cover Plate (1) - City Hall Breakroom
15953	02/27/2018	02/27/2018	3692	Home Depot Credit Services	182.47 Countertops, Valve Cap Kits, Bolt Kit, Wall Plates, Switch Cover - City Hall
518 30 31 04	Oper Sup/CH	001 000 518	General Fund	182.47	Countertops, Valve Cap Kits, Bolt Kit, Wall Plates, Switch Cover - City Hall Breakroom
15954	02/27/2018	02/27/2018	5709	Johnson, Chad	29.50 1/2 Library 2018
572 21 49 00	Library Services	001 000 572	General Fund	29.50	1/2 Library 2018 / Michelle Johnson
15914	02/08/2018	02/27/2018	7859	Johnson, Gloria	61.12 04-00240.4 - 420 ELECTRON WAY
343 10 00 00	Storm Drain Fees & Charge	415 000 340	Storm Drain	-23.70	
343 40 00 00	Sale Of Water	425 000 340	Water Fund (de	-27.49	
343 50 00 00	Sewer Revenues	430 000 340	Sewer Fund (de	-9.93	
15940	02/27/2018	02/27/2018	334	Joyce, Peter B	10.00 Crisis Intervention Training / Lunch Meal
521 22 43 00	Travel - Police	001 000 521	General Fund	10.00	Crisis Intervention Training / Lunch Meal - Officer Joyce (02/01/18) "Washington State Criminal Justice Training Center" Tacoma, WA
15987	02/27/2018	02/27/2018	3751	KPG, PS	1,498.32 P#51 Pool Leak Evaluation (Through 01/25/18) Task Order No. 2017-004

ACCOUNTS PAYABLE

City Of Fircrest
MCAG #: 0583

As Of: 02/27/2018

Time: 15:18:19 Date: 02/21/2018
Page: 5

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
576 20 48 00	Rep & Maint - Pool		001 000 576 General Fund	1,498.32	P#51 Pool Leak Evaluation & Overall Safety Aspect (Professional Services Through 01/25/18) Task Order No. 2017-004 "Coordinate Lining Of Pipet & Coordinate CIPP Repair Of Pipe"
15979	02/27/2018	02/27/2018	7936 Labor Law Center Inc	37.90	Washington & Federal Labor Law Poster
518 11 31 00	Office & Oper Sup-Personn		001 000 518 General Fund	37.90	Washington & Federal Labor Law Poster (Year: 2018) "Laminated"
15955	02/27/2018	02/27/2018	3791 Lowe's Company-#338954	173.88	Drywall Compound & Tray, Cable, Cords, Studs, Plugs, Connection Twists, Plastic Tape Kits, Joint Sponge - City Hall Breakroom
518 30 31 04	Oper Sup/CH		001 000 518 General Fund	173.88	Drywall Compound & Tray, White Cover Cord Kit, Raceway Cord Kit, 12-Foot Cable, 3-Way Extension Cord, Studs, Flat Plugs, Connection Twists, Plastic Tape Kits, Joint Sponge - City Hall Breakroom
15946	02/27/2018	02/27/2018	318 Maenhout, Sherry L	25.00	Walmart / Chips, Cake - Police Wellness Award For Winning 2015 Toiletry Drive (Sherry Maenhout)
517 90 31 01	Health Program - Supplies		001 000 517 General Fund	25.00	Walmart / Chips, Cake "Wellness Card Given To Police Dept For Winning 2015 Toiletry Drive Indicated Expiration 2022 But After First 12-Months Charged \$5 Per Month Inactivity Fee Results Zero Balance"
15926	02/27/2018	02/27/2018	7465 Merryweather, Caroline	59.00	1 Yr Library 2018
572 21 49 00	Library Services		001 000 572 General Fund	59.00	1 Yr Library 2018 / Caroline Merryweather
15927	02/27/2018	02/27/2018	180 Meyer, Yolanda	59.00	1 Yr Library 2018
572 21 49 00	Library Services		001 000 572 General Fund	59.00	1 Yr Library 2018 / Yolanda Meyer
15915	02/27/2018	02/27/2018	7574 Motorola Solutions Inc	6,627.34	APX7500 Dual Band High Power Vehicle Radio & Accessories (Serial No. 656CTZ0690) - Police

ACCOUNTS PAYABLE

City Of Fircrest
MCAG #: 0583

As Of: 02/27/2018

Time: 15:18:19 Date: 02/21/2018
Page: 6

Accts Pay #	Received	Date Due	Vendor	Amount	Memo		
594 21 64 00	Machinery & Equipment - I		001 000 521 General Fund	6,627.34	APX7500 Dual Band High Power Vehicle Radio & Accessories - Police (Includes: Microphone, GPS Antenna, Smartzone Operation, VHF Secondary Band, 3-Year Service, System Key, Auxillary Speaker, Software)		
15943	02/27/2018	02/27/2018	7635		Nappi, Jessica	25.00	Gym Fees Reimburse (Feb 2018)
513 10 20 00	Personnel Benefits		001 000 513 General Fund	16.75	Gym Fees Reimburse (Feb 2018) - Jessica Nappi (Administration)		
518 11 20 00	Personnel Benefits - Person		001 000 518 General Fund	8.25	Gym Fees Reimburse (Feb 2018) - Jessica Nappi (Personnel)		
15984	02/27/2018	02/27/2018	3910		Office Depot	25.53	Award Plaque Frames (2)
518 11 31 00	Office & Oper Sup-Personn		001 000 518 General Fund	25.53	Award Plaque Frames (2) - Employee Length Of Service Recognition		
15972	02/27/2018	02/27/2018	3959		PC Budget & Finance - Weeds	235.92	Noxious Weed Control, Conservation District
518 10 49 00	Miscellaneous - Non-Dept		001 000 518 General Fund	235.92	Noxious Weed Control, Conservation District (28 Parcels)		
15944	02/27/2018	02/27/2018	3957		PC Budget & Finance	433.93	4th Qtr 2017 Liquor Tax
566 66 49 00	Substance Abuse Fee		001 000 566 General Fund	433.93	4th Qtr 2017 Liquor Tax		
15930	02/14/2018	02/27/2018	7584		Park, Jina	31.03	03-00680.3 - 101 AMHERST ST
343 10 00 00	Storm Drain Fees & Charge		415 000 340 Storm Drain	-6.36			
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-7.41			
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-17.26			
15966	02/27/2018	02/27/2018	3955		Petrocard Systems Inc	184.71	Gas / Fuel
548 65 31 13	Storm Gas		501 000 548 Equipment Ren	184.71	Diesel Fuel - Storm		
15968	02/27/2018	02/27/2018	7839		Pingel, Scott	30.50	Gym Fees Reimburse (Jan, Feb 2018)
513 10 20 00	Personnel Benefits		001 000 513 General Fund	30.50	Gym Fees Reimburse (Jan, Feb 2018) - Scott Pingel		
15969	02/27/2018	02/27/2018	7839		Pingel, Scott	30.51	Business Lunch / Bond Issue & Public Education, Council Goals, City Manager Evaluation Criteria
513 10 49 00	Miscellaneous - Admin		001 000 513 General Fund	13.18	Business Lunch / Bond Issue & Public Education - Scott Pingel (02/09/18)		

ACCOUNTS PAYABLE

City Of Fircrest
MCAG #: 0583

As Of: 02/27/2018

Time: 15:18:19 Date: 02/21/2018
Page: 7

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
513 10 49 00	Miscellaneous - Admin		001 000 513 General Fund	17.33	Business Lunch / Council Goals, City Manager Evaluation Criteria - Scott Pingel (02/15/18)
15956	02/27/2018	02/27/2018	4828	39.80	Protect Youth Sports Background Checks - Youth Basketball
518 11 41 00	Prof Svcs - Personnel		001 000 518 General Fund	39.80	Background Checks - Youth Basketball
15941	02/27/2018	02/27/2018	337	10.00	Roberts, Christopher Crisis Intervention Training / Lunch Meal
521 22 43 00	Travel - Police		001 000 521 General Fund	10.00	Crisis Intervention Training / Lunch Meal - Officer Chris Roberts (02/08/18) "Washington State Criminal Justice Training Center" Tacoma, WA
15957	02/27/2018	02/27/2018	4035	632.53	Sarco Supply Toilet Paper, Towels, Liners, Disinfect Cleaner, Glass Cleaner, Scrub Pads, Foaming Handwash, Disposable Gloves, Urinal Screens
576 80 31 01	Janitorial Supplies - Parks		001 000 576 General Fund	632.53	Toilet Paper, Towels, Liners, Disinfect Cleaner, Glass Cleaner, Scrub Pads, Foaming Handwash, Disposable Gloves, Urinal Screens - Recreation Center
15983	02/27/2018	02/27/2018	359	85.00	Schlosstein, Roger Eyewear Reimburse
531 50 20 00	Personnel Benefits - Storm		415 000 531 Storm Drain	21.25	Eyewear Reimburse - Schlosstein (Storm)
534 10 20 00	Personnel Benefits - Wtr Ac		425 000 534 Water Fund (de	21.25	Eyewear Reimburse - Schlosstein (Water)
535 10 20 00	Personnel Benefits-Swr Ad		430 000 535 Sewer Fund (de	21.25	Eyewear Reimburse - Schlosstein (Sewer)
542 30 20 00	Personnel Benefits-Street R		101 000 542 City Street Fun	21.25	Eyewear Reimburse - Schlosstein (Street)
15958	02/27/2018	02/27/2018	4056	113.06	Sherwin-Williams Company Jonquill Yellow Paint, Roller Trays, Roller Pads - City Clerk's Office
518 30 31 04	Oper Sup/CH		001 000 518 General Fund	113.06	Jonquill Yellow Paint, Roller Trays, Roller Pads - City Clerk's Office
15901	02/07/2018	02/27/2018	2364	73.93	Shirreff, James M. 05-00780.3 - 1207 CONTRA COSTA AVE
343 10 00 00	Storm Drain Fees & Charge		415 000 340 Storm Drain	-25.36	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-29.10	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-19.47	
15971	02/27/2018	02/27/2018	7308	99.00	SiteCrafting Inc WordPress Managed Hosting (02/15/18)
518 81 41 02	Web Design & Maintenance		001 000 518 General Fund	99.00	WordPress Managed Hosting (Bill Date: 02/15/18) "cityoffircrest.net"

ACCOUNTS PAYABLE

City Of Fircrest
MCAG #: 0583

As Of: 02/27/2018

Time: 15:18:19 Date: 02/21/2018
Page: 8

Accts Pay #	Received	Date Due	Vendor	Amount	Memo	
15959	02/27/2018	02/27/2018	4084	Staples Business Advantage	40.20	Wireless Plug-In Chime, 5-Pocket Wallworks Wire Mesh Wall File - Court
512 50 35 00	Small Tools & Equip-Court		001 000 512	General Fund	40.20	Wireless Plug-In Chime, 5-Pocket Wallworks Wire Mesh Wall File - Court
15982	02/27/2018	02/27/2018	4084	Staples Business Advantage	225.46	Various Office Supplies
512 50 35 00	Small Tools & Equip-Court		001 000 512	General Fund	10.98	25-Foot Ethernet Cable - Court
513 10 31 00	Office & Oper Sup - Admin		001 000 513	General Fund	23.73	Disk Storage Box - Administration
518 10 34 01	Central Office Supplies		001 000 518	General Fund	93.32	Hand Sanitizer, Tape, Pens, Lined Note Pads, Adding Machine Rolls, CD Envelopes, Dry Erase Markers - Central Supplies
521 22 31 00	Office & Oper Sup - Police		001 000 521	General Fund	55.87	View Binders, Envelopes, Sheet Protectors, Dividers - Police
524 20 31 00	Office & Oper Sup-Bldg		001 000 524	General Fund	12.90	Dayrunner Note Refill Pages, Ergonomics Hole Punch - Building (50% Split)
558 60 31 00	Office & Oper Sup-Plan		001 000 558	General Fund	12.90	Dayrunner Note Refill Pages, Ergonomics Hole Punch - Planning (50% Split)
571 10 31 00	Office Supplies - Rec		001 000 571	General Fund	15.76	Card Stock - Recreation
15960	02/27/2018	02/27/2018	4135	Tacoma Screw Products Inc	11.25	Steel Lag Screws (Quantity: 100)
542 30 31 02	Oper Supplies - Street Reg		101 000 542	City Street Fun	11.25	Steel Lag Screws (Quantity: 100) - Street Sign Repairs & Installations
15961	02/27/2018	02/27/2018	6950	Tacoma Trophy	235.19	Trophies - Youth Basketball
571 20 49 07	Youth Basketball		001 000 571	General Fund	235.19	1st Place Trophy (1), 2nd Place Trophy (1), Individual Award Trophies (12) - Youth Basketball
15933	02/27/2018	02/27/2018	4139	Tapco Visa Card	128.80	Cash & Carry / Water, Soda, Creamer, Stir Sticks, Table Covers - Daddy Daughter Dance
573 90 49 01	Community Events		001 000 573	General Fund	128.80	Cash & Carry / Water, Soda, Creamer, Stir Sticks, Table Covers - Daddy Daughter Dance
15934	02/27/2018	02/27/2018	4139	Tapco Visa Card	183.52	Amazon.Com / Stereo - Youth Room
571 10 31 03	Youth Supplies		001 000 571	General Fund	183.52	Amazon.Com / LG Electronics CM4550 700W 2.1 Channel Shelf Stereo System (2015 Model) - Youth Room (SAA No. 1620)
15935	02/27/2018	02/27/2018	4139	Tapco Visa Card	175.00	Government Jobs.Com / Public Sector Job Posting

ACCOUNTS PAYABLE

City Of Firecrest
MCAG #: 0583

As Of: 02/27/2018

Time: 15:18:19 Date: 02/21/2018
Page: 9

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
518 11 41 01	Advertising - Personnel		001 000 518 General Fund	175.00	Government Jobs.Com / Public Sector Job Posting - Community Event Specialist
15936	02/27/2018	02/27/2018	4139		Tapco Visa Card
518 81 41 01	Prof Svcs - I/S		001 000 518 General Fund	499.00	Microsoft / Single Support Incident (02/02/18)
15937	02/27/2018	02/27/2018	4139		Tapco Visa Card
571 10 31 02	Senior Supplies		001 000 571 General Fund	8.78	Target / Cookies, Brownies - Senior's Valentines
573 90 49 01	Community Events		001 000 573 General Fund	18.68	Dollar Tree / Valentine Stickers, Treat Bags - Daddy Daughter Dance
573 90 49 01	Community Events		001 000 573 General Fund	20.88	Target / Party Favors - Daddy Daughter Dance
573 90 49 01	Community Events		001 000 573 General Fund	261.01	Target / Dum Dums, Smarties, Tootsie Rolls, Sweetarts, Party Favors, Model Dough - Daddy Daughter Dance
15980	02/27/2018	02/27/2018	4139		Tapco Visa Card
518 10 35 00	Small Tools & Equip - Non		001 000 518 General Fund	132.11	Fred Meyer / Round Table, 45" Diameter, Brown Woodgrain Color - City Hall Breakroom (SAA No. 1621)
518 10 35 00	Small Tools & Equip - Non		001 000 518 General Fund	132.11	Fred Meyer / Round Table, 45" Diameter, Brown Woodgrain Color - City Hall Breakroom (SAA No. 1622)
15942	02/27/2018	02/27/2018	7933		The Repair Works LLC
542 63 48 01	Rep & Maint - Street Light		101 000 542 City Street Fun	1,795.22	Underground Electrical Cable Repairs - Regents / Golden Gate
15928	02/27/2018	02/27/2018	7070		Thomson, Alexander
572 21 49 00	Library Services		001 000 572 General Fund	59.00	1 Yr Library 2018
15963	02/27/2018	02/27/2018	4188		Verizon Wireless LLC
				400.10	01/02/18 - 02/01/18 Air Cards (10)

ACCOUNTS PAYABLE

City Of Fircrest
MCAG #: 0583

As Of: 02/27/2018

Time: 15:18:19 Date: 02/21/2018
Page: 10

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
521 22 42 00	Communication - Police		001 000 521 General Fund	400.10	01/02/18 - 02/01/18 Air Cards (10) - Police
15964	02/27/2018	02/27/2018	4188 Verizon Wireless LLC	278.90	Public Works Plan (9 Phones) & Global Positioning System Air Card (1)
531 50 42 00	Communication - Storm		415 000 531 Storm Drain	10.00	GPS Air Card - Storm
531 50 42 00	Communication - Storm		415 000 531 Storm Drain	59.72	PW Cell Phones (01/02/18 - 02/01/18) - Storm
534 10 42 00	Communication - Water		425 000 534 Water Fund (de	10.00	GPS Air Card - Water
534 10 42 00	Communication - Water		425 000 534 Water Fund (de	59.72	PW Cell Phones (01/02/18 - 02/01/18) - Water
535 10 42 01	Communication - Sewer		430 000 535 Sewer Fund (de	10.00	GPS Air Card - Sewer
535 10 42 01	Communication - Sewer		430 000 535 Sewer Fund (de	59.73	PW Cell Phones (01/02/18 - 02/01/18) - Sewer
542 30 42 00	Communication - Street		101 000 542 City Street Fun	10.01	GPS Air Card - Street
542 30 42 00	Communication - Street		101 000 542 City Street Fun	59.72	PW Cell Phones (01/02/18 - 02/01/18) - Street
15981	02/27/2018	02/27/2018	339 Villamor, John	98.50	#66367D & #66368D (2018 Ford Interceptors) Registration Certificate, Title Application, Exempt License Plate Fees
594 48 64 08	Police - ERR Capital		501 000 548 Equipment Ren	49.25	#66367D (2018 Ford Interceptor) Department Of Licensing / Registration Certificate, Title Application, Exempt License Plate Fees - Police (John Villamor)
594 48 64 08	Police - ERR Capital		501 000 548 Equipment Ren	49.25	#66368D (2018 Ford Interceptor) Department Of Licensing / Registration Certificate, Title Application, Exempt License Plate Fees - Police (John Villamor)
15985	02/27/2018	02/27/2018	4222 Washington Recreation & Parks Assoc	164.00	Professional Membership Level (Through February 11, 2019)
571 10 49 03	Dues,Memberships,Subscri		001 000 571 General Fund	164.00	Professional Membership Level (Through February 11, 2019) "Washington Recreation & Parks Association"
15949	02/27/2018	02/27/2018	7935 West, Andrade	72.00	Basketball Scorekeep / Referee (6 Hrs)
571 20 41 01	Referees/Basketball		001 000 571 General Fund	72.00	Basketball Scorekeep / Referee (02/10/18) Andrade West (Youth Basketball) 6 Hrs
15931	02/27/2018	02/27/2018	5896 Wilson, Melinda	59.00	1 Yr Library 2018
572 21 49 00	Library Services		001 000 572 General Fund	59.00	1 Yr Library 2018 / Melinda Wilson
15932	02/27/2018	02/27/2018	261 Wilson, Phil	59.00	1 Yr Library 2018
572 21 49 00	Library Services		001 000 572 General Fund	59.00	1 Yr Library 2018 / Phil Wilson

ACCOUNTS PAYABLE

City Of Fircrest
MCAG #: 0583

As Of: 02/27/2018

Time: 15:18:19 Date: 02/21/2018
Page: 11

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
15962	02/27/2018	02/27/2018	4247 Wofscos Inc	133.18	#60915D (Elgin Crosswind Sweeper) Hose Assembly, Adapters
548 65 48 13	O & M - Storm		501 000 548 Equipment Ren	133.18	#60915D (Elgin Crosswind Sweeper) Hose Assembly, Adapter "For Washing Down The

Report Total: 95,554.97

Fund	
001 General Fund	83,799.82
101 City Street Fund	4,612.34
415 Storm Drain	618.19
425 Water Fund (department)	3,963.04
430 Sewer Fund (department)	1,982.24
501 Equipment Rental Fund	579.34

This report has been reviewed by:

REMARKS:

Signature & Title

Date

ACCOUNTS PAYABLE

City Of Fircrest
MCAG #: 0583

As Of: 02/14/2018

Time: 12:12:53 Date: 02/14/2018
Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
15923	02/14/2018	02/14/2018	7040 Williams, Jesse	400.00	DJ Music Services (MANUAL CHECK REQUEST) Event Date: 02/16/18
573 90 49 01	Community Events		001 000 573 General Fund	400.00	Disc Jockey & Master Of Ceremonies - Daddy Daughter Dance (02/16/18) 2 Hrs + Set Up @Community Center 7pm - 9pm (MANUAL CHECK REQUEST) Check No. 210828

Report Total: 400.00

Fund	
001 General Fund	400.00

This report has been reviewed by:

REMARKS:

Signature & Title

Date

CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

Mayor Hunter T. George called the regular meeting to order at 7:00 P.M. and led the Pledge of Allegiance. Councilmembers David M. Viafore, Shannon Reynolds, Brett Wittner, Blake Surina, and Denny Waltier. Councilmember Jamie Nixon was absent and excused.

PRESIDING OFFICER’S REPORT

George provided an update on the status of the contract negotiations with ARC Architects, stating the agreement would be brought for Council consideration at the February 27, 2018 meeting. George indicated ARC recommended seeking a bond in 2019 would be preferential as it was complementary with the project timeline and a better time for local voters who would see a reduction in the state's portion of the property tax to fund schools. Recognizing these factors as well as the imminent pool repairs, there was a general consensus among Council that the proposed timeline would be beneficial for the City. City Manager Pingel informed the Council that the task order with KPG for the pool repair investigation would be amended to include the repair and oversight with Trenchless and staff would put a budget amendment of approximately \$19,000 in front of Council for this work. Pingel stated this amount would come from the Designated Fund Balance-44th/Alameda. Parks and Recreation Director provided the scope of work for this repair and that it was a two-year work guarantee. George reported that he and Pingel have initiated working on the Steering Committee charter and anticipate bringing it to Council at its February 20th study session for discussion. George reported that the March 19th study session will include the 2017 Police Annual Report and that the City should make a concerted effort to inform citizens of this presentation, and stated he anticipated holding community meetings subsequently. George stated that the Council Liaison reporting schedule had changed due to the recent appointments and that it should have been communicated to councilmembers. Councilmember Reynolds requested that the Pierce County Regional Council (PCRC) report be scheduled on the 4th Tuesday of the month since the PCRC meets on the 3rd Thursday of the month.

CITIZEN COMMENTS FOR ITEMS NOT ON THE AGENDA

George invited public comment. None were provided.

COMMITTEE, COMMISSION, AND LIAISON REPORTS

A. Administration

Waltier indicated that he and the Mayor were scheduled to meet with Pingel weekly. Waltier reported that he, the Mayor, and Pingel were scheduled to meet separately with Representatives Kilduff and Muri and Senator O’Ban in Olympia on February 21st for a meet and greet and to discuss the recently filed capital budget request for the pool.

B. Environment, Planning and Building

Reynolds indicated that she had nothing new to report since the last meeting.

C. Finance, IT, Facilities

As Nixon was absent, no report was provided.

CONSENT CALENDAR

George requested the City Clerk read the Consent Calendar as follows: approval of Voucher No. 210730 through Voucher No. 210827 in the amount of \$244,400.24; approval of Payroll Check No. 13056 through Payroll Check No. 13059 in the amount of \$6,465.42; approval of Payroll Check No. 13060 through Payroll Check No. 13065 in the amount of \$86,257.67; approval of Payroll Check No. 13066 through Payroll Check No. 13071 in the amount of \$97,485.89; approval of the January 23, 2018 regular Council meeting minutes; and approval of the February 6, 2018 City Council/Planning Commission special meeting minutes. **Reynolds MOVED to approve the Consent Calendar as read; seconded by Wittner. The Motion Carried (6-0).**

PUBLIC HEARING

No public hearing was scheduled.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

A. Alameda Lift Station Project Close-Out

Public Works Director Wakefield briefed the Council on the Alameda Lift Station project and recommended approval of the “close-out” change order that would result in acceptance of the contract amount of \$401,684.50 and extend the completion date to January 12, 2018. By this action, the completed project will be considered accepted. **Waltier MOVED to approve Close-Out Change Order #1 to Pape & Sons Construction, Inc. for the Alameda Lift Station project for the total contact price of \$401,684.50 including tax and acceptance of the project; seconded by Reynolds.** George invited councilmember comment; Viafore inquired on the budget estimate difference; Wakefield indicated there was a correction in the tax rate that was incorrectly applied by the contractor. Viafore commented on the benefits of a natural gas powered lift station. Surina commented on the future Drake Street Lift Station project, stating he hoped it had a complementary design to the Alameda Lift Station. George complimented Wakefield on his efforts to keep the project within budget. George invited public comment; none were provided. **The Motion Carried (6-0).**

B. Ramsdell Water Main Project Contract Award

Wakefield briefed the Council on the Ramsdell Water Main project and the bidding outcome, and recommended the City award the contract for the Ramsdell Water Main project to Pape & Sons Contractors, Inc. for a total project cost of \$421,179 plus a contingency amount of \$20,000 for a total amount of \$441,179. Wakefield indicated this would allow the City to complete both the base bid and alternate bid that extends the project from Alta Vista Place to San Juan Avenue. Wakefield indicated the budget amount for this project as \$380,000 and an additional amount of \$61,179 would be needed to award this project with contingencies, and recommended the additional funds come out of the High Tank painting project as that project could be delayed until 2019. **Reynolds MOVED to authorize the City Manager to award the contract for the Ramsdell Water Main Project to Pape & Sons Contractors, Inc. for \$421,179 plus a contingency amount of \$20,000 for a total of \$441,179 to prepare and execute the required contract documents, and to give the “Notice to Proceed” to commence construction of the project; seconded by Wittner.** George invited councilmember comment; Surina commented that the alternate would be in the City’s best interest for capacity and complimented on Wakefield’s conservative spending. Viafore

questioned the source of funding for the additional amount of \$61,179, commenting that using REET 2 funds would be a better use of the funds. There was a brief discussion on source of funds for the Ramsdell Water Main and High Tank painting projects and the timing of these projects, and Pingel recommended reviewing the use of REET funds for the High Tank project as it was scheduled to be done later in the year after the Ramsdell Water Main project. George invited public comment; none were provided. **The Motion Carried (6-0).**

C. Communications Site Lease Agreement Amendment – Golf Course Tank

Pingel briefed the Council on the 2006 Communications Site Lease Agreement the City has with Sprint Spectrum Realty Company, LLC, stating that Sprint contacted the City wishing to amend the contract to include additional space of approximately 100 square feet to accommodate updated and modified equipment and establish a monthly rent increase at the site in the amount of \$500 per month to allow the additional space and modifications. **Reynolds MOVED to adopt Resolution No. 1520, authorizing the City Manager to execute an amendment to the May 30, 2006 Communication Site Lease Agreement with Sprint Spectrum Realty Company, LLC for the Golf Course Tank Site; seconded by Wittner.** George invited councilmember comment; Viafore commented on the contract language and Consumer Price Index (CPI) adjustments. Reynolds inquired if the CPI adjustments for the years the City needed to catch up on would be compounded; Pingel confirmed and stated that staff would review other City-telecom contracts as it related to CPI adjustments. Surina commented that the need for additional space was a factor in the increase to the monthly rent. Viafore commented on the contract negotiations and the competitiveness of these kind of sites and was content with the increase in rent for this site. George invited public comment; none were provided. **The Motion Carried (6-0).**

D. AWC Employer Master Participation Agreement – Vision Plan

Pingel briefed the Council on the proposed resolution that would authorize an amendment to the Employer Master Participation Agreement with the Association of Washington Cities (AWC) to include the zero dollar copay Vision Services Plan (VSP) for City of Fircrest non-represented employees and their families. Pingel stated that routine eye examinations were included in previous year's medical plans, including the City's 2017 plan (HealthFirst plan), which was terminated by AWC effective December 31, 2017; however not included in the current HealthFirst 250 plan. Pingel stated by this action, the Vision and Hearing Care \$150 reimbursement City benefit would cease once the VSP was in effect. Pingel indicated that the zero dollar copay plan would require an additional \$3,999.60 be added to the budget, and that this benefit would be negotiated with the bargaining units of the represented employees. **Viafore MOVED to adopt Resolution No. 1521, authorizing the City Manager to execute an amendment to the agreement with the Association of Washington Cities (AWC) Employee Benefit Trust for the AWC Employer Master Participation Agreement to include the zero dollar copay Vision Services Plan for non-represented employees; seconded by Reynolds.** George invited councilmember comment; Surina inquired when this would go into effect; Pingel indicated it would be a six to eight week process and that the reimbursement benefit would not be limited until the VSP was in full effect. Viafore commented on the VSP \$10 deductible plan and sought feedback from councilmembers on the benefits of amending the motion to the \$10 deductible plan; the general consensus was to provide employees with the no deductible plan. George noted that the VSP benefit should be made available through the negotiation process with the bargaining units. George invited public comment; none were provided. **The Motion Carried (6-0).**

E. Ballot Drop Box Property Use Agreement

Pingel briefed the Council on the Ballot Drop Box Property Use Agreement with Pierce County, which would add a ballot drop box at City Hall. **Reynolds MOVED to approved Resolution No. 1522, authorizing the City Manager to execute the Ballot Drop Box Property Use Agreement with Pierce County; seconded by Wittner.** George invited councilmember comment; Reynolds, Wittner, and Waltier commented on the benefits of this opportunity for voter participation within city limits. Surina commented on including contract language regarding damages incurred. George invited public comment; none were provided. **The Motion Carried (6-0).**

CITY MANAGER COMMENTS

Pingel indicated that a summary of the City Council/Planning Commission joint meeting would be included on the City's website. Pingel stated that staff appreciates website feedback and that the City would continue to improve the City's website to make it the best possible tool to disseminate information. Pingel indicated that the management team continues to undergo monthly training offered by the City's insurance, with the most recent one being on *Addressing Personnel Challenges Through Effective Leadership*. Pingel brought attention to an email he sent to councilmembers regarding the February 17th Town Hall Meeting sponsored by Representatives Muri and Kilduff and Senator O'Ban.

DEPARTMENT HEAD COMMENTS

- Planning and Building Administrator Stahlnecker reported that staff was being responsive to feedback regarding website updates, and provided an update on the homes on Eldorado Avenue, Coral Drive, and Claremont Street.
- Chief Cheesman provided an update to the February 2, 2018 incident involving a suspect in a stolen vehicle case ramming a Fircrest police car and attempting to run over a Fircrest police officer, stating the suspect had been identified and that an arrest was imminent. Cheesman indicated the prosecutor's has vetted the case and that the officer followed standard operating procedures for officers involved in a shooting and has returned to duty. Cheesman reported on a separate incident occurring earlier that day, complimenting Councilmember Wittner's willingness to act to report his observations of a suspicious individual earlier that morning, and stated that suspected was ultimately arrested for vehicle prowling and possession of illegal drugs.
- Parks and Recreation Director Grover reported that the Daddy Daughter dance was sold out, and that the Community Event Specialist position had been posted on various websites.
- Finance Director Corcoran reported that as a result of the original deejay booked for the Daddy Daughter dance cancelling, a replacement deejay was hired and requested payment to be delivered at the night of the event. Corcoran stated that the City would issue a manual check and brought for certification at the next Council meeting. Corcoran reported that the 2017 Year End Financial Report was completed and would be presented at the February study session and submit the Year End state reports to the Auditor's office by the May 30th deadline. Corcoran indicated that the ERR review was scheduled for the March study session, and that the 1st reading of the budget amendment and landscaping contract were scheduled for the February 27th Council meeting. Corcoran stated that she met with Tacoma Community College regarding their internship program for an intern to assist the Finance Department with policies and other small projects. Corcoran noted that the Chromebooks had been distributed to the councilmembers and that the City would receive a rebate from the cost difference of the

Chromebooks purchased during the second round. Corcoran reported that the IT Manager was reviewing solutions to address reoccurring email problems and managing the City's email servers.

COUNCILMEMBER COMMENTS

- Viafore inquired on the grind and overlay scope of work for the Ramsdell Water Main Project; Wakefield indicated the project includes the grind and overlay the full width of the roadway from Contra Costa Avenue to the top of the hill and once on top of the hill, most likely half the street where the water main is located. Viafore inquired on the lawn maintenance contract; Pingel indicated the landscaping contract would be brought to Council at its February 27th meeting. Viafore recommended the promotion of the City's website and maximum utilization of the reader board. Viafore commented on his positive review of the City's January financial report and stated revenues were coming in strong, and requested the Investment Committee reconvene and for the Mayor's consideration for the appointment to fulfill the vacancy on the Committee. Viafore stated that the Regional Transit Authority (RTA) was now a permanent tax, and expressed serious concerns towards the flue and condolences of a long time Fircrest resident who recently passed away due to the flu.
- Reynolds stated that the Pierce County Regional Council General Assembly annual meeting was scheduled for February 15th at 5:30 P.M. and recommended councilmembers attend.
- Wittner reported that he attended the February 2nd Pierce County Opioid Summit, which discussed efforts to address the related crisis facing the county and the region. He noted it was well attended and featured remarks by U.S. Sen. Maria Cantwell, and Congressmen Derek Kilmer and Denny Heck, Sheriff Paul Pastor, and Prosecutor Mark Lindquist.
- Waltier commented on the City looking into an electronic reader board, expressed his appreciation of the Chromebooks, and thanked Councilmember Reynolds for posting Facebook updates during the February 2nd incident.
- Surina thanked the Chief for the Department's organizational and response efforts on the February 2nd incident, and inquired about the emergency response alert system. Surina commented that the City should put in an application for the Washington State Archives' Local Records Grant Program.
- George thanked the councilmembers for their comments throughout the meeting and thanked all those involved in the February 2nd incident. Cheesman provided a background on the communication efforts regarding the February 2nd incident and thanked councilmembers for their efforts.

EXECUTIVE SESSION

At 8:47 P.M., George reported that Council would take a five-minute recess and convene into Executive Session, not to exceed the hour of 9:20 P.M., to discuss labor agreements pursuant to RCW 42.30.140. George noted Pingel and City Attorney Michael B. Smith were invited to attend; however only Pingel joined the Council in Executive Session.

The Council reconvened into regular session at 9:14 P.M.

February 13, 2018

Firecrest City Council Meeting Minutes – Regular 6

ADJOURNMENT

Wittner MOVED to adjourn the meeting at 9:14 P.M., seconded by Reynolds. The Motion Carried (6-0).

Hunter T. George, Mayor

Jessica Nappi, City Clerk

**PRESIDING OFFICER'S REPORT: AWC Center for Quality Communities Scholarship
ITEM 4A. Nomination**

RECOMMENDED MOTION: I move to nominate Kate Owens to advance to the statewide AWC Center for Quality Communities Scholarship selection process.

PROPOSAL: The Council is being asked to select a local nominee to advance to the statewide AWC Center for Quality Communities Scholarship selection process. The selection committee recommends Fircrest resident Kate Owens. Should the Council nominate Kate Owens, an endorsement letter by the Mayor will be sent on behalf of the City to the Center for Quality Communities by March 9, 2018 deadline.**FISCAL IMPACT:** None identified.**ADVANTAGE:** This is an opportunity to promote a local student and give them a chance to compete for a statewide scholarship.**DISADVANTAGES:** None identified.**ALTERNATIVES:** None identified.**HISTORY:** The AWC Center for Quality Communities promotes municipal leadership development and civic engagement. The Center's goal is to develop a broad public understanding of the important role cities and towns play in Washington. The Center's Scholarship Fund is available through a statewide competitive process for students who are actively engaged in their city government and/or community and plan to attend post-secondary school in fall 2018. The City of Fircrest accepted applications for the AWC Center for Quality Communities Scholarship Fund from January 23, 2018 through February 21, 2018. The application was made available online and at City facilities. Two qualified applications were received for consideration. The selection committee, consisting of Mayor George, Councilmember Reynolds, the City Manager, and the City Clerk, met on February 22, 2018 to review applications and selected one candidate to nominate using the Center's ranking sheet.**ATTACHMENT:** [Kate Owens Application](#)



2018 scholarship application RECEIVED

Please **type** or **print**. Illegible or incomplete applications will be returned.

1.	First name: <u>Kate</u> Last name: <u>Owens</u>
2.	Mailing address Street/P.O. Box: <u>545 Forrest Park Drive</u> City: <u>Fircrest</u> State: <u>WA</u> Zip: <u>98466</u>
3.	Best phone number to reach you: <u>(253) 677-6618</u> Email: <u>18owenskate@bprep.org</u>
4.	Current high school: <u>Bellarmino Preparatory</u> Number of years attended: <u>4</u> If home schooled, please check box: <input type="checkbox"/> If GED, please indicate date received: _____
5.	Have you been accepted into an accredited post-secondary program or college for the fall of 2018 as of this submission? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide institution name(s): <u>University of Oregon, Montana State University, California College of the Arts, University of California, Rensselaer, Notre Dame</u> If not, please indicate the name of the institution(s) you plan to attend: <u>Cal Poly, Rensselaer, Notre Dame</u> Proof of student enrollment from the school is required prior to the release of funds.
6.	Career goal (please be specific): <u>I intend to be an architect. My goal is to create sustainable solutions for humans, animals, and the planet.</u>
7.	Name and address of parent(s) or legal guardian(s) Name(s): <u>Kathy and Matt Owens</u> Address: <u>545 Forrest Park Drive</u> City: <u>Fircrest</u> State: <u>WA</u> Zip: <u>98466</u> Primary phone of parents or legal guardians: <u>(253) 380-6916</u>

College Dublin

Continue application on back.



Please describe your financial need. Include any financial aid you will receive and/or any circumstances that would help the committee understand your financial situation.

8.

We don't qualify for financial aid through government avenues, our family has limited resources. The resources we have are for future retirement of my parents. My mom is self employed and my dad was self employed for 20 years. They have worked hard to save money. The colleges that have the architectural program are expensive and any additional scholarships will help me achieve my goal.

List your city, community and civic involvement activities. (No additional materials will be accepted)

9.

I have worked as a life guard / swim instructor at my local community pool for two years. I volunteer at a therapeutic riding center called Changing Rein, with the Rotary Club, West Pierce Fire and Rescue, Kiwanis, and I had the opportunity to life guard at a Law Enforcement Youth Camp over the summer.

List your school involvement and academic honors and awards. (No additional materials will be accepted)

10.

I play sports: swim, tennis, bowling, basketball manager. I am the senior editor of the yearbook and I do the graphic design layout. I am in sophomore formation, which helps make the tenth graders feel welcomed by upperclassmen. I am in National Honor Society. I completed a Capstone Honors Project. I have won various awards for art pieces. I am on the leadership team for Junior Girls encounter, which is a class bonding retreat. I was team captain for 3 years on my swim team.

Personal essay

On a separate piece of paper please write a concise response to the following question. Please submit your answer in Arial or Times New Roman 12 point font, double-space, and limit the length to two pages.

11

A sign of a good leader is being able to guide yourself and others through both good and challenging times, demonstrating high standards of responsibility, and showing commitment to community. Tell a story about a significant community responsibility you assumed or were given. How did this experience help you grow as a leader? How did the project impact others? What did you gain?

Applicant checklist (send completed application packet to city for consideration):

12.

- Completed application including essay
- Letter of recommendation - From a non-relative
This is separate from the recommendation letter from the city
- Completed and signed release form

Note:
Must be in good academic standing
Must plan to graduate spring/summer 2018

Statement of accuracy

I hereby affirm that all the above stated information provided by me is true and correct to the best of my knowledge. I also consent that my picture may be taken and used for any purpose deemed necessary to promote the Center's scholarship program.

13.

I hereby understand that if chosen as a scholarship winner, I must provide evidence of enrollment/registration at an accredited post-secondary institution of my choice before scholarship funds can be awarded.

Signature of scholarship applicant:



Date:

1/28/18

Submit scholarship application to city for consideration.

**PRESIDING OFFICER'S REPORT: Presentation by NewCold Cold-Storage Warehouse
ITEM 4B.**

RECOMMENDED MOTION: None. For informational purposes only.

The City has received several questions related to the new automated, cold storage warehouse located to the east of Orchard Street in the City of Tacoma and has invited a representative from NewCold to brief the Council on this project.

The City's website includes resource documents about this project, including the Environmental documents, the Traffic Impact Analysis/Traffic Signal Warrant Evaluation, and news articles. The Traffic Impact Analysis provides conclusions of the traffic impact analysis, which do not predict a significant impact on the Emerson and Orchard intersection. Please visit the following webpage for more information: <http://www.cityoffircrest.net/newcold-warehouse-construction/>.

**PRESIDING OFFICER'S REPORT: Investment Committee Appointment
ITEM 4C.**

RECOMMENDED MOTION: I move to confirm the appointment of Councilmember _____ to the City of Fircrest Investment Committee.

PROPOSAL: The Investment Committee for the City of Fircrest is composed of four members: the Mayor, the Finance Director, and two councilmembers appointed by the City Council. Councilmember Waltier is holds one of the two councilmember positions. The Council is being asked to appoint a councilmember to the City of Fircrest Investment Committee as there is one vacancy on the Committee.

FISCAL IMPACT: None identified.

ADVANTAGE: Fills a vacancy on the Committee.

DISADVANTAGES: None identified.

ALTERNATIVES: Council can choose not to fill the vacancy.

HISTORY: The Investment Committee shall have the duties and authority set forth in RCW 35.39.030 (see below), including the authority to consider and to make investments authorized by law, and also to convert investments into cash. The Committee makes a monthly report of all investment transactions made to the City Council and meets on an as-needed basis.

RCW 35.39.030

Excess or inactive funds – Investment.

Every city and town may invest any portion of the moneys in its inactive funds or in other funds in excess of current needs in:

1. United States bonds;
2. United States certificates of indebtedness;
3. Bonds or warrants of this state;
4. General obligation or utility revenue bonds or warrants of its own or of any other city or town in the state;
5. Its own bonds or warrants of a local improvement district which are within the protection of the local improvement guaranty fund law; and
6. In any other investments authorized by law for any other taxing districts.

NEW BUSINESS: **Liquor License Renewal: Fircrest Golf Club**
ITEM 10A.

FROM: **Scott Pingel, City Manager**

RECOMMENDED MOTION: **I move to register no objections to the liquor license renewal for the Fircrest Golf Club.**

PROPOSAL: The Council is being asked to approve a motion to register no objections to the liquor license renewal for the Fircrest Golf Club at 1500 Regents Boulevard. There were no problems regarding liquor sales at this establishment. Financing, Planning and Building, and Police have expressed no concerns regarding renewing this license.

FISCAL IMPACT: None identified.

ADVANTAGE: Allows Council input on the license renewal.

DISADVANTAGES: None identified.

ALTERNATIVES: Council could recommend not renewing the license.

HISTORY: The Washington State Liquor and Cannabis Control Board sent notification of the liquor license application. This allows the City an opportunity to submit comments and recommendations regarding approval or disapproval to the Board. Unless the Council has objections, the license will be issued.

ATTACHMENTS: [Liquor License Renewal Application](#)
[Staff Response Forms](#)

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 02/06/2018

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF FIRCREST
(BY ZIP CODE) FOR EXPIRATION DATE OF 20180531

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. FIRCREST GOLF CLUB	FIRCREST GOLF CLUB 1500 REGENTS BLVD FIRCREST WA 98466 0000	351116	PRIVATE CLUB - SPIRITS/BEER/WINE NON-CLUB EVENT
2. LIQUID PROVISIONS, LLC	PINT DEFIANCE 2049 MILDRED ST W FIRCREST WA 98466 6133	089097	TAVERN - BEER/WINE OFF PREMISES



**Washington State
Liquor and Cannabis Board**

PO Box 43098, 3000 Pacific Ave. SE, Olympia WA 98504-3098, (360) 664-1600
www.liq.wa.gov Fax #: (360) 753-2710

CITY OF FIRCREST

FEB 12 2018

RECEIVED

February 06, 2018

Dear Local Authority:

RE: Liquor License Renewal Applications in Your Jurisdiction - Your Objection Opportunity

Enclosed please find a list of liquor-licensed premises in your jurisdiction whose liquor licenses will expire in about 90 days. This is your opportunity to object to these license renewal requests as authorized by RCW 66.24.010 (8).

1) Objection to License Renewal

To object to a liquor license renewal: fax or mail a letter to the Washington State Liquor and Cannabis Board (WS-LCB) Licensing Division. This letter must:

- o Detail the reason(s) for your objection, including a statement of all the facts upon which your objection or objections are based. You may include attachments and supporting documents which contain or confirm the facts upon which your objections are based.
- o Please note that whether a hearing will be granted or not is within the Board's discretion per RCW 66.24.010 (8)(d).

Your letter or fax of objection must be received by the Board's Licensing Division at least 30 days prior to the license expiration date. If you need additional time you must request that in writing. Please be aware, however, that it is within the Board's discretion to grant or deny any requests for extension of time to submit objections. Your request for extension will be granted or denied in writing. If objections are not timely received, they will not be considered as part of the renewal process.

A copy of your objection and any attachments and supporting materials will be made available to the licensee, therefore, it is the Local Authority's responsibility to redact any confidential or non-disclosable information (see RCW 42.56) prior to submission to the WSLCB.

2) Status of License While Objection Pending

During the time an objection to a renewal is pending, the permanent liquor license is placed on hold. However, temporary licenses are regularly issued to the licensee until a final decision is made by the Board.

3) Procedure Following Licensing Division Receipt of Objection

After we receive your objection, our licensing staff will prepare a report for review by the Licensing Director. The report will include your letter of objection, as well as any attachments and supporting documents you send. The Licensing Director will then decide to renew the liquor license, or to proceed with non-renewal.

4) Procedure if Board Does Not Renew License

If the Board decides not to renew a license, we will notify the licensee in writing, stating the reason for this decision. The licensee also has the right to request a hearing to contest non-renewal of their liquor license. RCW 66.24.010 (8)(d). If the licensee makes a timely request for a hearing, we will notify you.

The Board's Licensing Division will be required to present evidence at the hearing before an administrative law judge to support the non-renewal recommendation. You may present evidence in support of your objection or objections. The administrative law judge will consider all of the evidence and issue an initial order for the Board's review. The Board members have final authority to renew the liquor license and will enter a final order announcing their decision.

5) Procedure if Board Renews License Over Your Objection

If the Board decides to renew the license over your objection, you will be notified in writing. At that time, you may be given an opportunity to request a hearing. An opportunity for a hearing is offered at the Board's discretion. If a hearing is held, you will be responsible for presenting evidence before an Administrative Law Judge in support of your objection to license renewal. The Board's Licensing Division will present evidence in support of license renewal. The Licensee may also participate and present evidence if the licensee desires. The administrative law judge will consider all of the evidence, and issue an initial order for the Board's review. The Board members have final authority to renew the liquor license and will enter a final order announcing their decision.

For questions about this process, contact the WSLCB Licensing Division at (360) 664-1600 or email us at wslcb@liq.wa.gov.

Sincerely,

Rebecca Smith

Rebecca Smith, Director,
Licensing and Regulation Division

LIQ 864 07/10



THE CITY OF FIRCREST

115 RAMSDELL STREET • FIRCREST, WASHINGTON 98466-6999 • (253) 564-8901 • FAX (253) 566-0762

Applicant Information

Liquor License Renewal

Applicant Name	Fircrest Golf Club		
Establishment Name	Fircrest Golf Club		
Address	1500 Regents Blvd		
Comments			
No concerns per Finance			
Director Signature	<i>Colleen Corcoran</i>		
Date	2/21/2018	Department	Finance



THE CITY OF FIRCREST

115 RAMSDELL STREET • FIRCREST, WASHINGTON 98466-6999 • (253) 564-8901 • FAX (253) 566-0762

Applicant Information

Liquor License Renewal

Applicant Name	Fircrest Golf Club		
Establishment Name	Fircrest Golf Club		
Address	1500 Regents Blvd		
Comments			
Zoned Golf Course. This is a permitted use. Planning/Building has no objection to the license renewal.			
Director Signature	<i>Angelie Stahluecker</i>		
Date	03/20/2018	Department	Planning/Building



THE CITY OF FIRCREST

115 RAMSDELL STREET • FIRCREST, WASHINGTON 98466-6999 • (253) 564-8901 • FAX (253) 566-0762

Applicant Information

Liquor License Renewal

Applicant Name	Fircrest Golf Club		
Establishment Name	Fircrest Golf Club		
Address	1500 Regents Blvd		
Comments			
We have had no problems with the service or sale of alcohol at the Fircrest Golf Club.			
Director Signature	<i>Hal Chrusman</i>		
Date	02/19/2018	Department	Police

NEW BUSINESS: **Liquor License Renewal: Pint Defiance
ITEM 10B.**

FROM: **Scott Pingel, City Manager**

RECOMMENDED MOTION: **I move to register no objections to the liquor license
renewal for the Pint Defiance.**

PROPOSAL: The Council is being asked to approve a motion to register no objections to the liquor license renewal for Pint Defiance at 2049 Mildred Street. There were no problems regarding liquor sales at this establishment. Financing, Planning and Building, and Police have expressed no concerns regarding renewing this license.

FISCAL IMPACT: None identified.

ADVANTAGE: Allows Council input on the license renewal.

DISADVANTAGES: None identified.

ALTERNATIVES: Council could recommend not renewing the license.

HISTORY: The Washington State Liquor and Cannabis Control Board sent notification of the liquor license application. This allows the City an opportunity to submit comments and recommendations regarding approval or disapproval to the Board. Unless the Council has objections, the license will be issued.

ATTACHMENTS: [Liquor License Renewal Application](#)
[Staff Response Forms](#)

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 02/06/2018

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF FIRCREST
(BY ZIP CODE) FOR EXPIRATION DATE OF 20180531

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Washington State
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CITY OF FIRCREST

FEB 12 2018

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February 06, 2018

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A copy of your objection and any attachments and supporting materials will be made available to the licensee, therefore, it is the Local Authority's responsibility to redact any confidential or non-disclosable information (see RCW 42.56) prior to submission to the WSLCB.

2) Status of License While Objection Pending

During the time an objection to a renewal is pending, the permanent liquor license is placed on hold. However, temporary licenses are regularly issued to the licensee until a final decision is made by the Board.

3) Procedure Following Licensing Division Receipt of Objection

After we receive your objection, our licensing staff will prepare a report for review by the Licensing Director. The report will include your letter of objection, as well as any attachments and supporting documents you send. The Licensing Director will then decide to renew the liquor license, or to proceed with non-renewal.

4) Procedure if Board Does Not Renew License

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The Board's Licensing Division will be required to present evidence at the hearing before an administrative law judge to support the non-renewal recommendation. You may present evidence in support of your objection or objections. The administrative law judge will consider all of the evidence and issue an initial order for the Board's review. The Board members have final authority to renew the liquor license and will enter a final order announcing their decision.

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For questions about this process, contact the WSLCB Licensing Division at (360) 664-1600 or email us at wslcb@liq.wa.gov.

Sincerely,

Rebecca Smith

Rebecca Smith, Director,
Licensing and Regulation Division

LIQ 864 07/10



THE CITY OF FIRCREST

115 RAMSDELL STREET • FIRCREST, WASHINGTON 98466-6999 • (253) 564-8901 • FAX (253) 566-0762

Applicant Information

Liquor License Renewal

Applicant Name	Liquid Provisions, LLC		
Establishment Name	Pint Definance		
Address	2049 Mildred St W		
Comments			
No concerns per Finance			
Director Signature	<i>Colleen Corcoran</i>		
Date	2/21/2018	Department	Finance



THE CITY OF FIRCREST

115 RAMSDELL STREET • FIRCREST, WASHINGTON 98466-6999 • (253) 564-8901 • FAX (253) 566-0762

Applicant Information

Liquor License Renewal

Applicant Name	Liquid Provisions, LLC		
Establishment Name	Pint Defiance		
Address	2049 Mildred St W		
Comments			
Zoned Commercial Mixed Use. This is a permitted use. Planning/Building has no objection to the license renewal.			
Director Signature	<i>Angelie Stahlnecker</i>		
Date	02/20/2018	Department	Planning/Building



THE CITY OF FIRCREST

115 RAMSDELL STREET • FIRCREST, WASHINGTON 98466-6999 • (253) 564-8901 • FAX (253) 566-0762

Applicant Information

Liquor License Renewal

Applicant Name	Liquid Provisions
Establishment Name	Pint Defiance
Address	2049 Mildred Street West
Comments	
We have had no problems with the service of alcohol at Pint Defiance.	
Director Signature	<i>Gal. Chesman</i>
Date	02/19/2018
Department	Police

NEW BUSINESS: Budget Amendment, 1st Reading
ITEM 10C.

FROM: Colleen Corcoran, Finance Director

RECOMMENDED MOTION: None. Introduction of proposed ordinance only.

PROPOSAL: This is a request for additional appropriations for anticipated revenues and expenditures not foreseen at the time of filing the 2018 Preliminary Budget and not provided for in the Adopted 2018 Budget.

FISCAL IMPACT: The fiscal impact of this proposal results in increases in expenditures with corresponding increases in revenue or corresponding decreases in fund balances as follows:

General Fund

Revenues

Undesignated Beginning Fund Balance (001.308.80.00.01)	\$422,693
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Expenditures

Admin-Dues, Memberships (001.513.10.49.02)	\$1,200	(1)
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Admin-Communication (001.513.10.42.00)	\$750	(2)
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Special Elections (001.514.40.51.01)	\$4,050	(3)
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Pool-Repair & Maintenance (001.576.20.48.00)	\$30,700	(4)
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Building & Structures-Parks (001.594.76.62.00)	\$6,000	(5)
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Undesignated Ending Fund Balance (001.508.80.00.01)	\$416,693
--	-----------

Designated Ending Fund Balance-44 th /Alameda (001.508.10.00.02)	(\$36,700)
--	------------

Street Fund

Revenues

Undesignated Beginning Fund Balance (101.308.80.01.01)	\$74,792
---	----------

Expenditures

Undesignated Ending Fund Balance (101.508.80.01.01)	\$74,792
--	----------

Police Investigation Fund

Revenues	
Designated Beginning Fund Balance (105.308.10.01.05)	\$324
Expenditures	
Designated Ending Fund Balance (105.508.10.01.05)	\$324

REET Fund

Revenues	
Designated Beginning Fund Balance 1st Qtr (310.308.10.03.11)	\$7,324
Designated Beginning Fund Balance 2 nd Qtr (310.308.10.03.12)	\$142,066
Expenditures	
Designated Ending Fund Balance 1 st Qtr (310.508.10.03.11)	\$7,324
Designated Ending Fund Balance 2 nd Qtr (310.508.10.03.12)	\$142,066

Storm Drain Fund

Revenues	
Undesignated Beginning Fund Balance (415.308.80.04.15)	\$18,842
Expenditures	
Undesignated Ending Fund Balance (415.508.80.04.15)	\$18,842

Water Fund

Revenues	
Undesignated Beginning Fund Balance (425.308.80.04.25)	\$30,860
Expenditures	
Undesignated Ending Fund Balance (425.508.80.04.25)	\$30,860

Sewer Fund

Revenues		
Undesignated Beginning Fund Balance (430.308.80.04.30)	\$586,003	
Expenditures		
Transfer To Sewer Capital Fund (430.597.00.00.12)	\$388,250	(6)
Undesignated Ending Fund Balance (430.508.80.04.30)	\$197,753	

Sewer Capital Fund

Revenues

Transfer In from Sewer Fund (432.307.00.00.12)	\$388,250	(7)
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Expenditures

Project Engineering (432.594.35.63.03)	\$30,910	(8)
Other Improvements (432.594.35.63.01)	\$357,340	(9)

ERR Fund

Revenues

Designated Beginning Fund Balance (501.308.10.05.01)	\$31,608	
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Expenditures

Parks Capital Outlay (501.594.48.64.11)	\$2,000	(10)
Designated Ending Fund Balance (501.508.10.05.01)	\$29,608	

The City of Fircrest adopts an annual budget at the fund level. The above adjustments will result in an Amended 2018 Budget by fund as follows:

2018 REVENUES, EXPENDITURES & BALANCES BY FUND			
Fund	Original	Adjustment	Amended
General	\$7,970,305	\$422,693	\$8,392,998
Street	\$1,083,906	\$74,792	\$1,158,698
Storm Drain	\$1,148,509	\$18,842	\$1,167,351
Storm Drain Capital	\$530,000		\$530,000
Water	\$1,856,475	\$30,860	\$1,887,335
Water Capital	\$629,000		\$629,000
Sewer	\$4,661,235	\$586,003	\$5,247,238
Sewer Capital	\$1,760,000	\$388,250	\$2,148,250
ERR	\$1,753,696	\$31,608	\$1,785,304
Police Investigation	\$11,643	\$324	\$11,967
REET	\$1,406,000	\$149,390	\$1,555,390
Cumulative Reserve	\$3,530,763		\$3,530,763
Total	\$26,341,532	\$1,702,762	\$28,044,294

ADVANTAGE: This proposal will provide necessary budget to match the actual Beginning and Ending Fund Balances. It also provides budget for the following:

1. Dues and memberships per City Manager contract
2. City Manager yearly cost for cell phone
3. Additional cost for special elections
4. Repairs for the pool leak (44th/Alameda Funds)
5. Roll over amount for the Whittier gazebo roof repairs (44th/Alameda Funds)
6. To cover capital costs for rollover of Alameda Lift Station
7. To budget for transfer in from Sewer Fund for Alameda Lift Station
8. Rollover for project engineering for Alameda Lift Station
9. Rollover for construction of Alameda Lift Station
10. Additional funds to purchase mower for Parks

ATTACHMENT: [Ordinance](#)

**CITY OF FIRCREST
ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY OF FIRCREST, WASHINGTON,
AUTHORIZING ADDITIONAL EXPENDITURES OF FUNDS FOR
MATTERS NOT FORESEEN AT THE TIME OF FILING THE
PRELIMINARY BUDGET FOR 2018 AND NOT PROVIDED FOR IN
THE ANNUAL BUDGET FOR 2018.**

WHEREAS, the City anticipates certain revenues and expenditures not foreseen at the time of filing the Annual Budget for 2018; and;

WHEREAS, the City of Fircrest adopts an annual budget at the fund level and;

WHEREAS, it is necessary to amend the adopted 2018 budget to defray the anticipated expenditures. Now, Therefore,

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

Section 1. These revenues and expenditures are not one of the emergencies specifically enumerated in RCW 35A.33.080.

Section 2. The anticipated revenues and expenditures are as follows:

General Fund

Revenues

Undesignated Beginning Fund Balance (001.308.80.00.01)	\$422,693
---	-----------

Expenditures

Admin-Dues, Memberships (001.513.10.49.02)	\$1,200
---	---------

Admin-Communication (001.513.10.42.00)	\$7502
---	--------

Special Elections (001.514.40.51.01)	\$4,050
---	---------

Pool-Repair & Maintenance (001.576.20.48.00)	\$30,700
---	----------

Building & Structures-Parks (001.594.76.62.00)	\$6,000
---	---------

Undesignated Ending Fund Balance (001.508.80.00.01)	\$416,693
--	-----------

Designated Ending Fund Balance-44 th /Alameda (001.508.10.00.02)	(\$36,700)
--	------------

1	<u>Street Fund</u>	
	Revenues	
2	Undesignated Beginning Fund Balance	\$74,792
	(101.308.80.01.01)	
3	Expenditures	
4	Undesignated Ending Fund Balance	\$74,792
	(101.508.80.01.01)	
5	<u>Police Investigation Fund</u>	
	Revenues	
6	Designated Beginning Fund Balance	\$324
	(105.308.10.01.05)	
7	Expenditures	
8	Designated Ending Fund Balance	\$324
	(105.508.10.01.05)	
9	<u>REET Fund</u>	
	Revenues	
10	Designated Beginning Fund Balance 1st Qtr	\$7,324
	(310.308.10.03.11)	
11	Designated Beginning Fund Balance 2 nd Qtr	\$142,066
	(310.308.10.03.12)	
12	Expenditures	
13	Designated Ending Fund Balance 1 st Qtr	\$7,324
	(310.508.10.03.11)	
14	Designated Ending Fund Balance 2 nd Qtr	\$142,066
	(310.508.10.03.12)	
15	<u>Storm Drain Fund</u>	
	Revenues	
16	Undesignated Beginning Fund Balance	\$18,842
	(415.308.80.04.15)	
17	Expenditures	
18	Undesignated Ending Fund Balance	\$18,842
	(415.508.80.04.15)	
19	<u>Water Fund</u>	
	Revenues	
20	Undesignated Beginning Fund Balance	\$30,860
	(425.308.80.04.25)	
21	Expenditures	
22	Undesignated Ending Fund Balance	\$30,860
	(425.508.80.04.25)	
23	<u>Sewer Fund</u>	
	Revenues	
24	Undesignated Beginning Fund Balance	\$586,003
	(430.308.80.04.30)	
25	Expenditures	
26	Transfer Out to Sewer Capital Fund	\$388,250
	(430.597.00.00.12)	
27	Undesignated Ending Fund Balance	\$197,753
	(430.508.80.04.30)	
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<u>Sewer Capital Fund</u>		
Revenues		
Transfer In from Sewer Fund		\$388,250
(432.307.00.00.12)		
Expenditures		
Project Engineering		\$30,910
(432.594.35.63.03)		
Other Improvements		\$357,340
(432.594.35.63.01)		
<u>ERR Fund</u>		
Revenues		
Designated Beginning Fund Balance		\$31,608
(501.308.10.05.01)		
Expenditures		
Parks Capital Outlay		\$2,000
(501.594.48.64.11)		
Designated Ending Fund Balance		\$29,608
(501.508.10.05.01)		

Section 3. The anticipated revenues and expenditures will result in the 2018 Amended Budget by fund as follows:

2018 REVENUES, EXPENDITURES & BALANCES BY FUND			
Fund	Original	Adjustment	Amended
General	\$7,970,305	\$422,693	\$8,392,998
Street	\$1,083,906	\$74,792	\$1,158,698
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Storm Drain Capital	\$530,000		\$530,000
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Water Capital	\$629,000		\$629,000
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REET	\$1,406,000	\$149,390	\$1,555,390
Cumulative Reserve	\$3,530,763		\$3,530,763
Total	\$26,341,532	\$1,702,762	\$28,044,294

1 **PASSED BY THE CITY COUNCIL OF THE CITY OF FIRCREST,**
2 **WASHINGTON,** at a regular meeting thereof this 13th day of March 2018.

3 **APPROVED:**

4 _____
5 Hunter T. George, Mayor

6 **ATTEST:**

7 _____
8 Jessica Nappi, City Clerk

9 **APPROVED AS TO FORM:**

10 _____
11 Michael B. Smith, City Attorney

12
13 **DATE OF PUBLICATION:**
14 **EFFECTIVE DATE:**

NEW BUSINESS: **Greenleaf Landscaping Maintenance Agreement**
ITEM 10D.

FROM: **Colleen Corcoran, Finance Director**

RECOMMENDED MOTION: **I move to adopt Resolution No. _____, authorizing the City Manager to execute a landscape maintenance agreement with Greenleaf Landscaping, Inc. to provide landscape maintenance services for the City of Fircrest.**

PROPOSAL: The Council is being asked to authorize the City Manager to execute a ten-month maintenance agreement with Greenleaf Landscaping, Inc. for landscape maintenance services for the City of Fircrest.

FISCAL IMPACT: The total contract price is \$36,847.80 plus tax. The amount budgeted in the General Fund is \$30,000. The amount budgeted in the Street Fund is \$10,500. There is sufficient funds for these services in the 2018 Budget.

ADVANTAGE: Greenleaf Landscaping, Inc. has provided the City with good service in the past. They have experience with many of our landscaping needs. They have also done tree pruning and maintenance of our street trees.

DISADVANTAGES: Monitoring contractor performance involves some commitment of staff time. It is anticipated that this will not consume a large amount of time with this vendor.

ALTERNATIVES: None that are feasible.

HISTORY: Historically, the City has contracted for the maintenance of certain City-owned landscaped areas with success.

ATTACHMENTS: [Resolution Agreement for Turf and Landscape Maintenance Services](#)

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**CITY OF FIRCREST
RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE CITY
MANAGER TO EXECUTE A LANDSCAPE MAINTENANCE
CONTRACT WITH GREENLEAF LANDSCAPING, INC. TO
PROVIDE LANDSCAPE MAINTENANCE SERVICES FOR THE
CITY OF FIRCREST.**

WHEREAS, the City of Fircrest has need of landscape maintenance services; and

WHEREAS, Greenleaf Landscaping, Inc. has the required experience and expertise to provide such services. 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 agreement with Greenleaf Landscaping, Inc. to provide landscape maintenance services for the City of Fircrest.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 27th day of February,
2018.

APPROVED:

Hunter T. George, Mayor

ATTEST:

Jessica Nappi, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

**AGREEMENT FOR
TURF AND LANDSCAPE MAINTENANCE SERVICES**

THIS AGREEMENT is entered into between the City of Fircrest, Washington, hereinafter referred to as the "City" and Greenleaf Landscaping Inc., hereinafter referred to as "Contractor" in consideration of the mutual benefits, terms and conditions hereinafter specified.

1. PROJECT DESIGNATION: The Contractor is retained by the City to perform turf and landscape maintenance services in connection with the project designated as Fircrest Turf and Landscape Maintenance.
2. SCOPE OF SERVICES: Contractor agrees to perform the services including the provision of all labor, materials, equipment and supplies as identified in Exhibit 'A' and Exhibit 'B'.
3. ASSIGNMENT: The Contractor shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
4. NON-WAIVER: Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provisions.
5. TERMS OF AGREEMENT: Notwithstanding, the date of execution hereof, this Agreement shall be in effect March 1, 2018 to December 31, 2018 and may be renewed yearly. This contract may be terminated by either party with a 30 day written notice.
6. PAYMENT: Upon receipt of an invoice from the Contractor, progress payments may be made on a monthly basis for work completed. Each invoice shall itemize by site and date the work performed and include the 'Affidavit of Wages Paid' that was filed with State of Washington Department of Labor and Industries. The total cost for services shall not exceed \$36,847.80, plus sales tax (code 2707).
7. PERFORMANCE: The City reserves the right to withhold a part or all of the monthly payments if, in the judgment of the City, the Contractor has not performed or has unsatisfactorily performed any of the maintenance services set forth in this contract; provided, that the City shall promptly notify the Contractor in writing of the specific items of non-performance or unsatisfactory performance. It is further provided that any such payments withheld shall reasonably relate to the estimated value of the work not performed.
8. LIABILITY AND INSURANCE: With the exception of the sole negligence of the City of Fircrest or its employees or officials the contractor agrees to hold the City of Fircrest and city employees and officials harmless from all liability arising out of all work pursuant to this agreement. Contractor will obtain and maintain in force at least the following minimum insurance coverage covering all activity under this agreement, and as to which the City shall be named as primary non-contributory additional insured:
 - a. Workman's Compensation Coverage Statutory
 - b. General Liability \$1,000,000/\$2,000,000 aggregate
 - c. Auto Liability \$1,000,000

An insurance certificate showing the foregoing will be submitted to the City for approval before work commences.

The minimum limits above do not limit the contractor's liability to the City or public.

9. COMPLIANCE WITH LAWS: The Contractor shall be duly licensed and shall comply with all applicable laws, ordinances, and codes of the Federal, State and local governments. A City of Fircrest business license is required.
10. TERMINATION: If the Contractor violates any of the covenants undertaken herein, or any of the duties imposed upon it by the Agreement, this Agreement may be terminated by either party immediately with cause, and without cause upon thirty (30) days' written notice, served to the other party by certified mail. In such case, Contractor shall be compensated by the City for all work performed to the date of termination.
11. VENUE STIPULATION: This Agreement has been and shall be considered as having been made and delivered within the State of Washington both as to interpretation and performance. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement, or any of the provisions contained therein, shall be instituted and maintained only in Pierce County Superior Court, Tacoma, Washington.
12. STATUS OF CONTRACTOR: Neither the Contractor nor personnel employed by the Contractor shall acquire any rights or status in City employment, nor shall they be deemed employees or agents of the City for any purpose. Contractor is required to employ a qualified Maintenance Superintendent acceptable to the City. Contractor shall be deemed an independent Contractor and shall be responsible in full for payment of its employees, including prevailing wages, worker's compensation, insurance, payroll deductions, and all related costs.
13. PREVAILING WAGES: Prevailing wages are required for this contract. The rate can be found at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. The job classification is "Landscape Equipment Operator or Truck Driver" for Pierce County as of March 1, 2018.
14. COMPLIANCE WITH CITY POLICY: The Contractor shall comply with approved City policies concerning the administration of City-owned property, and the provisions of the policy shall have the same force and effect as provisions of this agreement to the extent not inconsistent herewith.
15. DAMAGE BY VANDALISM OR ACTS OF GOD: It is understood and agreed that the Contractor shall not be responsible or required to repair, at the sole cost and expense of the Contractor, any major damage or destruction to the landscaping that is the subject matter of the agreement if the damage or destruction was caused by acts of vandalism or acts of GOD and did not result from the negligent acts or omissions of the Contractor or the Contractor's agents. In the event of any major damage through acts of vandalism or acts of God to the related areas, the Contractor agrees to repair the same, if so requested by the City, provided a mutually satisfactory arrangement for payment to the Contractor for the repairs is agreed to between parties.

- 16. EXTRA WORK AND CHANGE ORDERS: Work in addition to, or different from that provided for in the scope of work section shall only be allowed by prior authorization in writing and signed by the City Manager, as a modification to this agreement. Such modification shall be attached hereto and made a part hereof.
- 17. SAFETY REQUIREMENT: All work performed under the terms of this agreement shall be performed in such a manner as to provide maximum safety to the public and employees of the City of Fircrest.
- 18. HAZARDOUS CONDITIONS: The Contractor shall maintain all work sites free of hazards to person and/or property resulting from its operation.
- 19. CHEMICALS: Chemicals shall be applied in accordance with written Federal, State and City laws, with no chemical being applied within 100 feet of a well-head. No chemicals shall be applied at Well Site 6 & 7.

INTEGRATED AGREEMENT:

This agreement, together with attachments or addenda, represents the entire and integrated agreement between the representations, or agreements, written or oral. This agreement may be amended only by written instrument signed by both City and Contractor.

DATED this 27th day of February, 2018

CITY OF FIRCREST

GREENLEAF LANDSCAPING, INC.

By: _____
City Manager

By: _____
Greenleaf Landscaping, Inc.

Dated: _____

Dated: _____

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT "A"
TECHNICAL MAINTENANCE SPECIFICATIONS

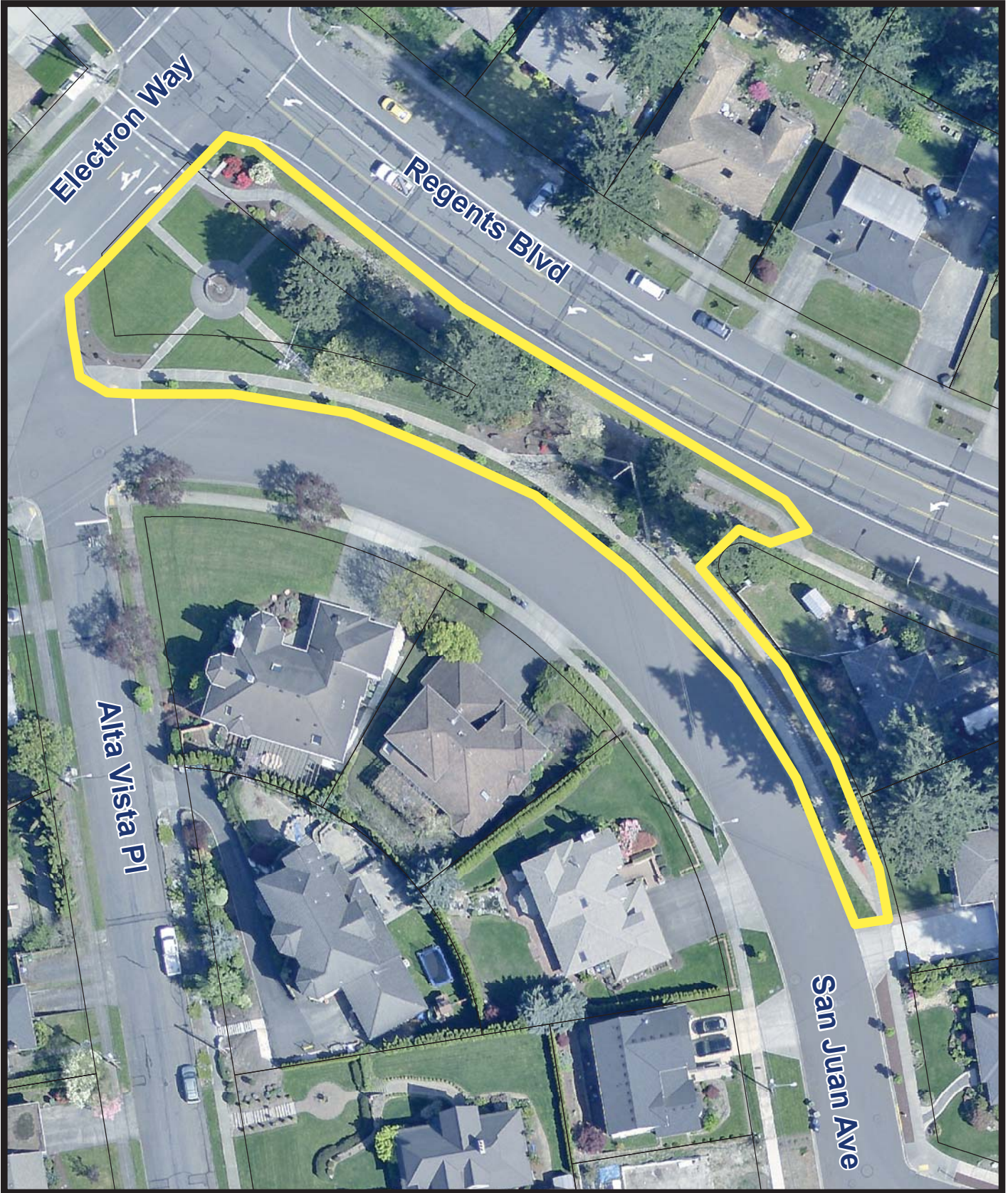
- A. Unless specifically provided otherwise, all equipment and supplies for maintaining sites as outlined in these "Technical Maintenance Specifications," will be provided by the Contractor.
- B. Contractor shall immediately report to the City Manager or designee any damage or loss caused by Contractor or Contractor's employees to any of the sites which are the subject of these specifications. Contractor shall be responsible for replacing or repairing any such damage or loss within five (5) days of the occurrence.
- C. Schedule of Work: The Contractor shall establish a schedule of weekly and monthly routine work to be followed in the performance of this contract. A copy of this schedule shall be provided to the City Manager or designee prior to the performance of any work required by these specifications, and any changes in scheduling shall be reported in writing to the City Manager immediately. Contractor shall alter the work schedule if needed to accommodate park or City activities.
- D. All lawn area included in this contract shall be mowed with power rotary type mowers. The mower shall be maintained so as to provide a smooth even cut without tearing, ridges or depression. A reel mower may be used on certain areas of the city if specified.
- E. All maintenance is to be performed between 7:00 a.m. and 6:00 p.m. on weekdays, excluding Wednesdays. Because of noise sensitivity and conflicting activities at certain sites, the City Manager or designee shall set a specific schedule for work to be performed at these sites.

EXHIBIT "B"
DETAILED WORK TO BE PERFORMED

The following describes the work to be performed under this agreement. "Exhibit B" contains a map of each worksite included in this agreement with the task number listed for work to be performed and frequency.

1. Mow with power propelled rotary-type mower to between one inch and one and a half inches in height.
2. Edge all turf adjacent to hard surfaces such as sidewalks, patios and asphalt walkways,
3. Trimming with weed eater or like equipment around trees, posts, fences and other objects in turf areas
4. Pruning of shrubs along the walkway including but not limited to the laurel bushes, rhododendron bushes and other shrubs.
5. Weed rose beds and other flower beds to maintain decorative shrub beds. No herbicides or chemicals shall be applied within 100 feet from any well head.
6. Irrigation system maintenance to insure proper saturation.
7. All grounds, parking lots, driveways, patios and walkways shall have all debris removed from the premises by Contractor on the same working day maintenance is performed. Debris consists of any litter, garbage, tree branches or vegetation. No debris shall be swept or blown into the streets.
8. Fertilize. Materials supplied by contractor. NOTE: Well 6 & 7 site, no fertilizers shall be applied. The application rate shall be approved by the City (May-Oct).
9. Pest Control. Apply herbicides as necessary to control moss and broadleaf weeds. Control tunneling rodent damage. Materials supplied by Contractor. (May – Oct). Note: Well 6 & 7 site, no herbicides or pesticides shall be applied
10. Aeration using core removal aeration equipment. Cores must be removed from the site (Jun).
11. Thatch Removal using a power thatcher. Remove thatch material from site (May).
12. Over-Seed and repair turf as necessary to maintain level healthy appearance. Materials supplied by contractor.

Alice Peers Park and Regents Blvd



Perform Task #'s	Weekly March 1 - October 31	As Described	Yearly
	1, 2, 3, 4, 5, 6, 7	7, 8, 9, 10, 11, 12	7



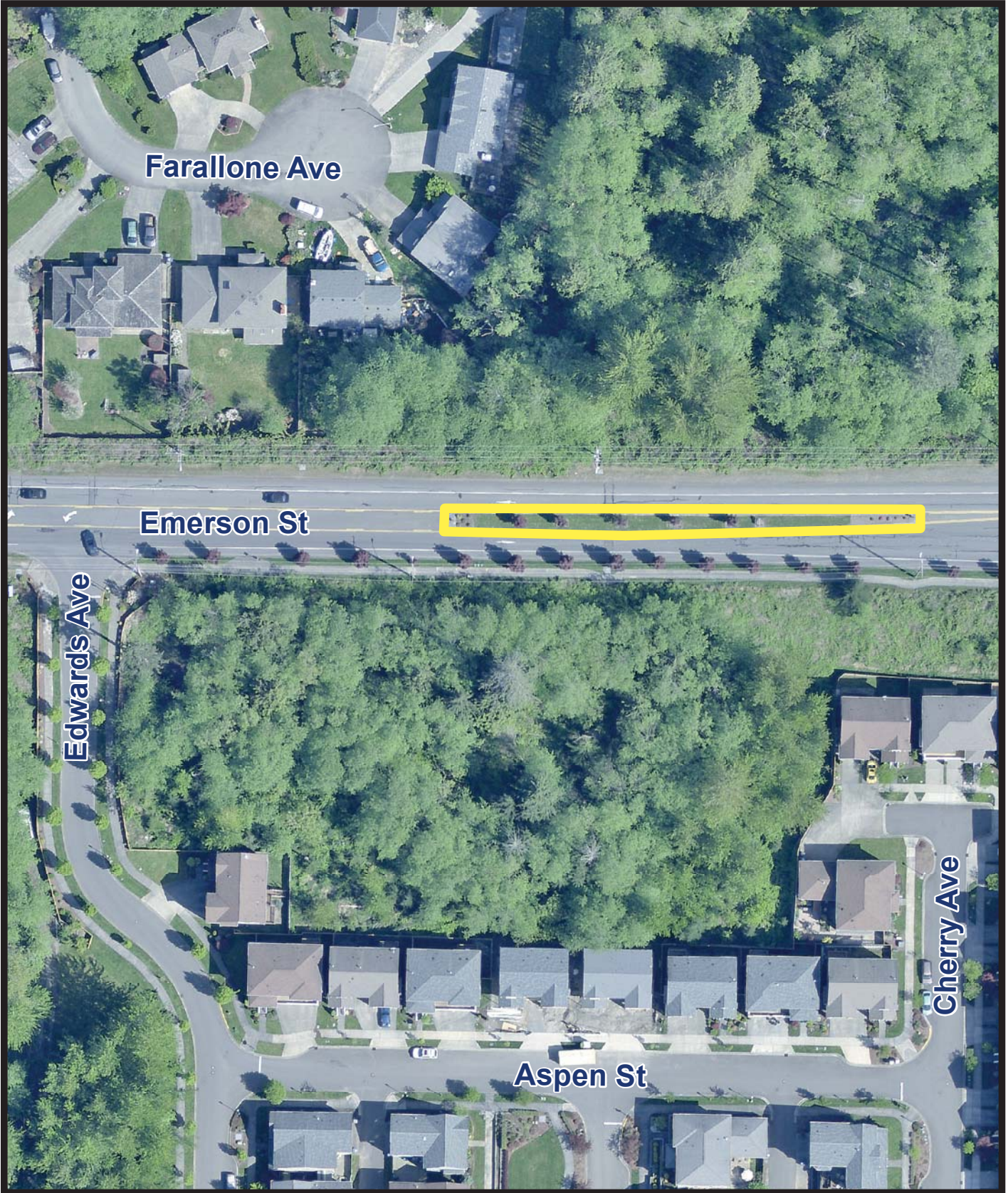
Perform Task #'s	Weekly March 1 - October 31	As Described	Yearly
	1, 2, 3, 4, 5, 6, 7	7, 8, 9, 10, 11, 12	7

Columbia and Summit - Roundabout

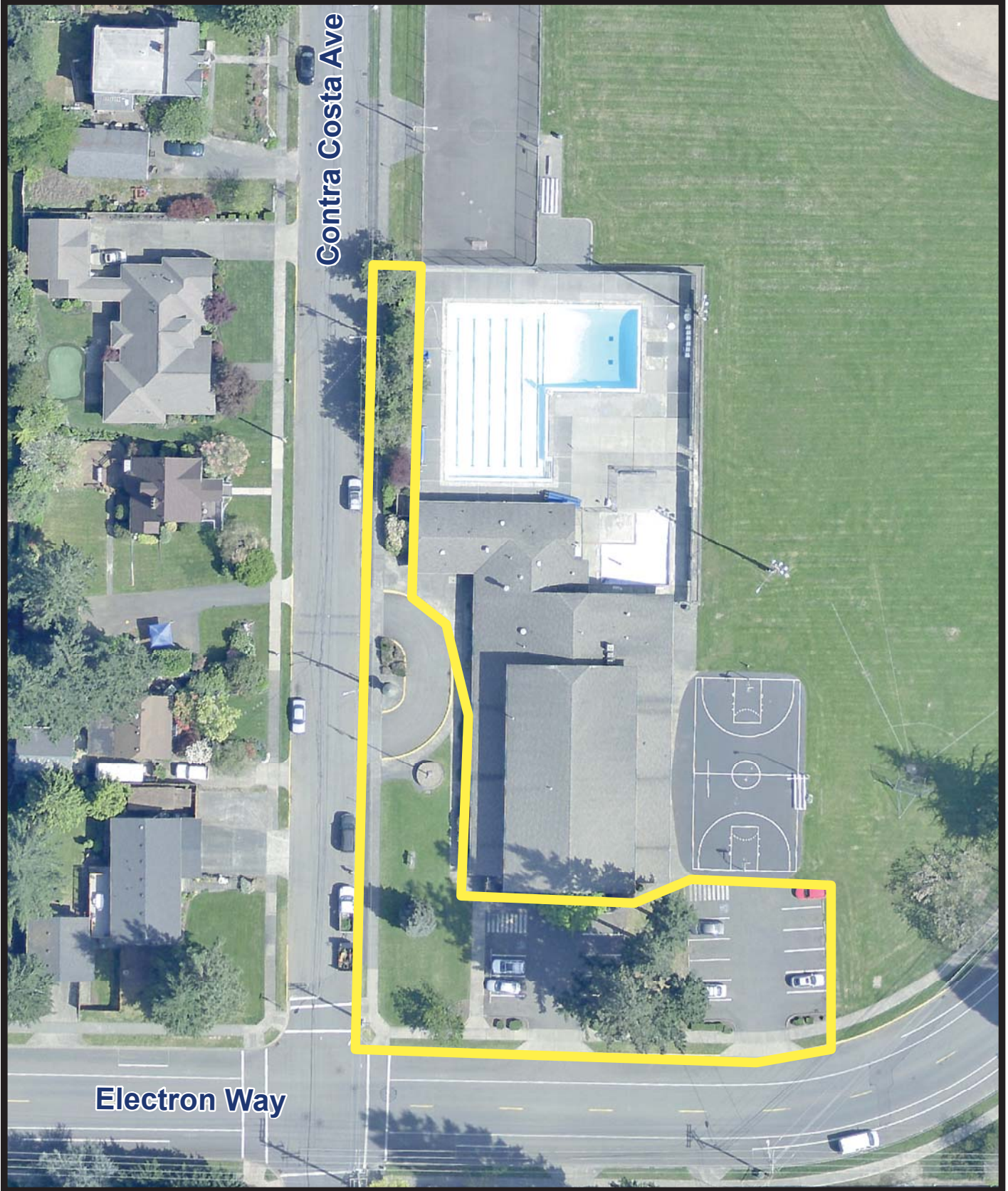


	Weekly March 1 - October 31	As Described	Yearly
Perform Task #'s	1, 2, 3, 4, 5, 7	7, 8	7

Emerson Street - Entry Island

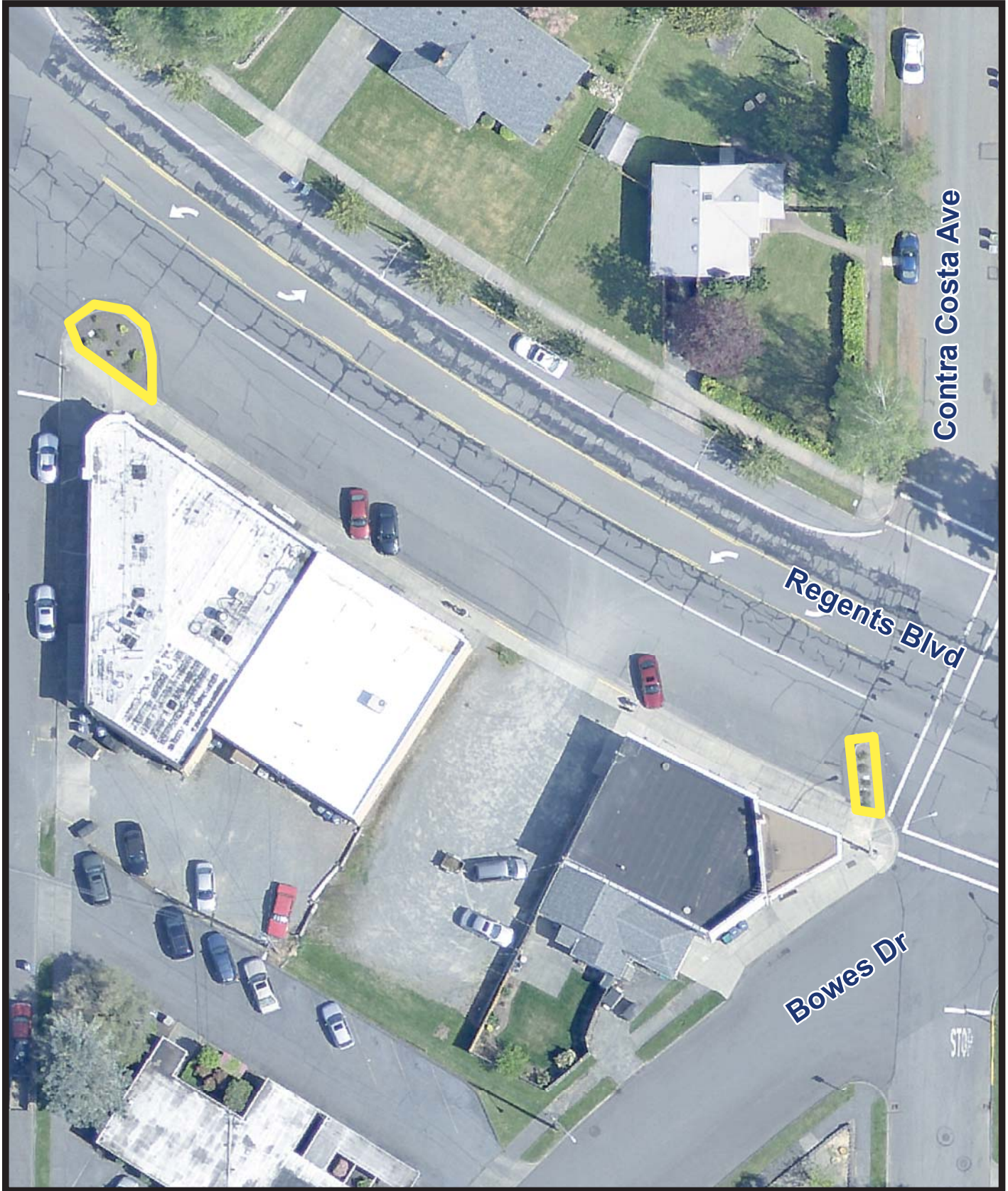


Perform Task #'s	Weekly March 1 - October 31 1, 2, 3, 4, 5, 6, 7	As Described 7, 8	Yearly 7
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Perform Task #'s	Weekly March 1 - October 31	As Described	Yearly
	1, 2, 3, 4, 5, 6, 7	7, 8, 9, 10, 11, 12	7

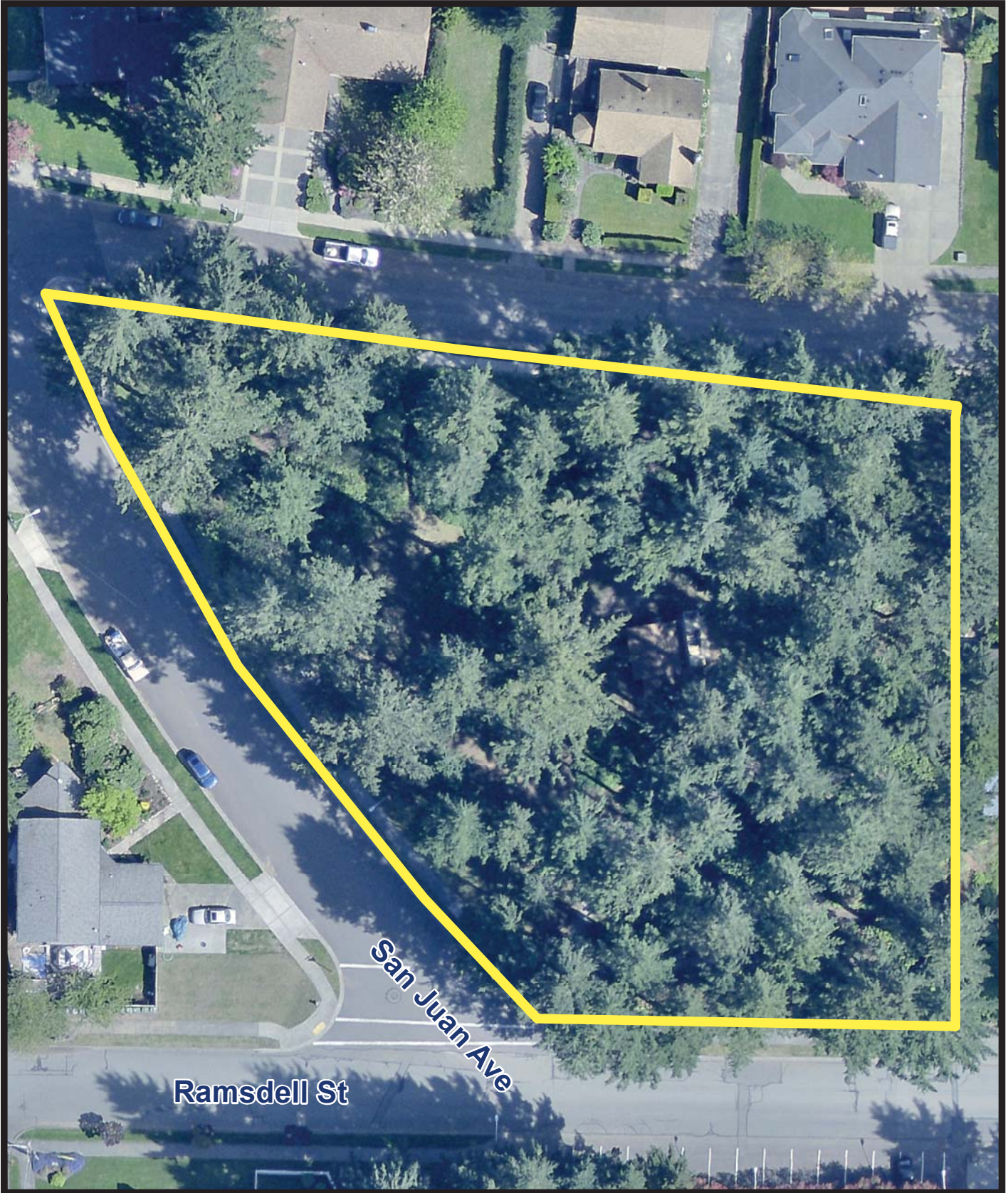
Lower Business District - Bulb Outs



Perform Task #'s	Weekly March 1 - October 31 5, 6, 7	--	Yearly 7
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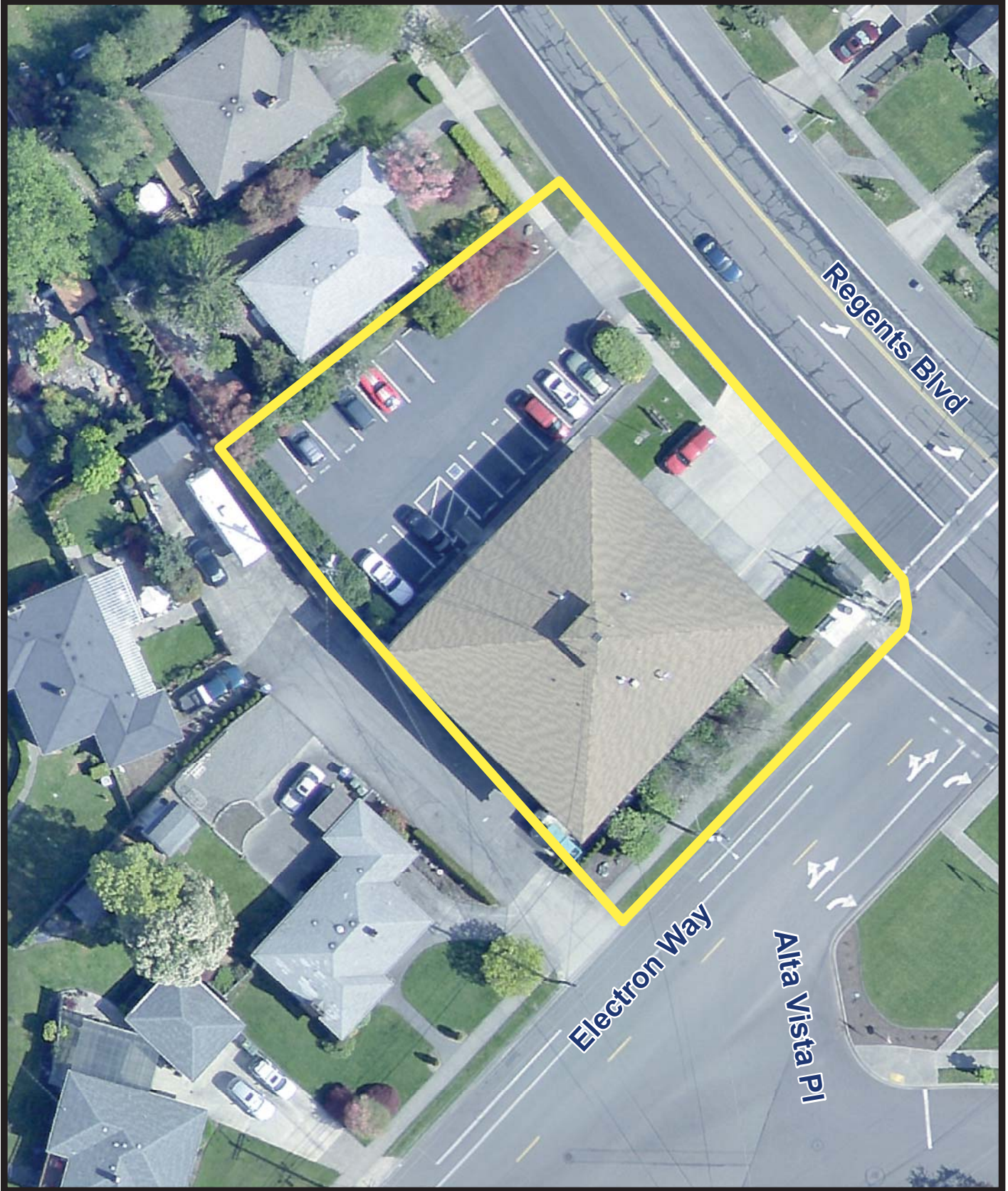


George Masko Park - Perimeter Only



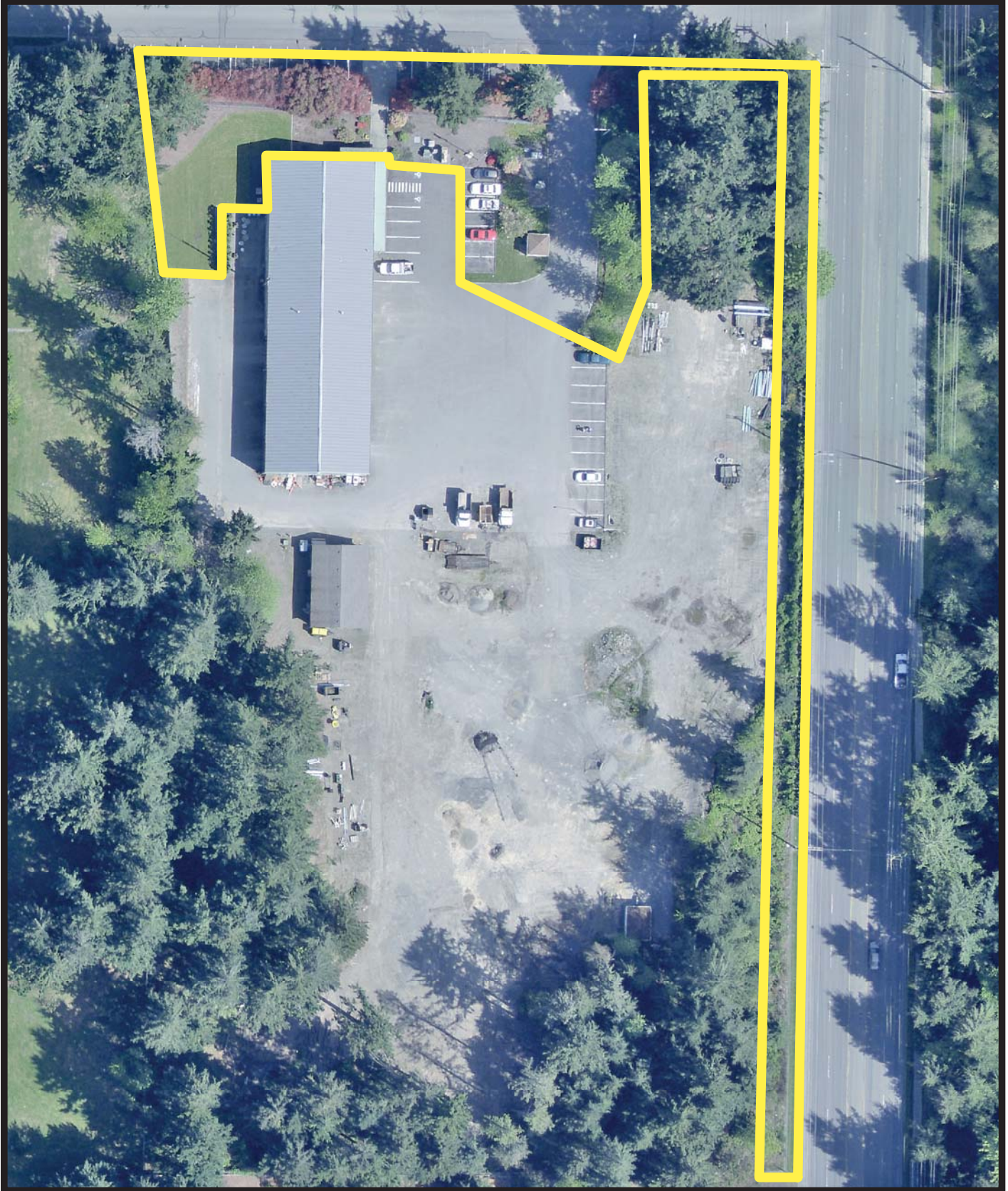
Perform Task #'s	Weekly March 1 - October 31	As Described	Yearly
	1, 2, 3, 4, 7	7, 8, 9, 10, 11, 12	7

Public Safety Building



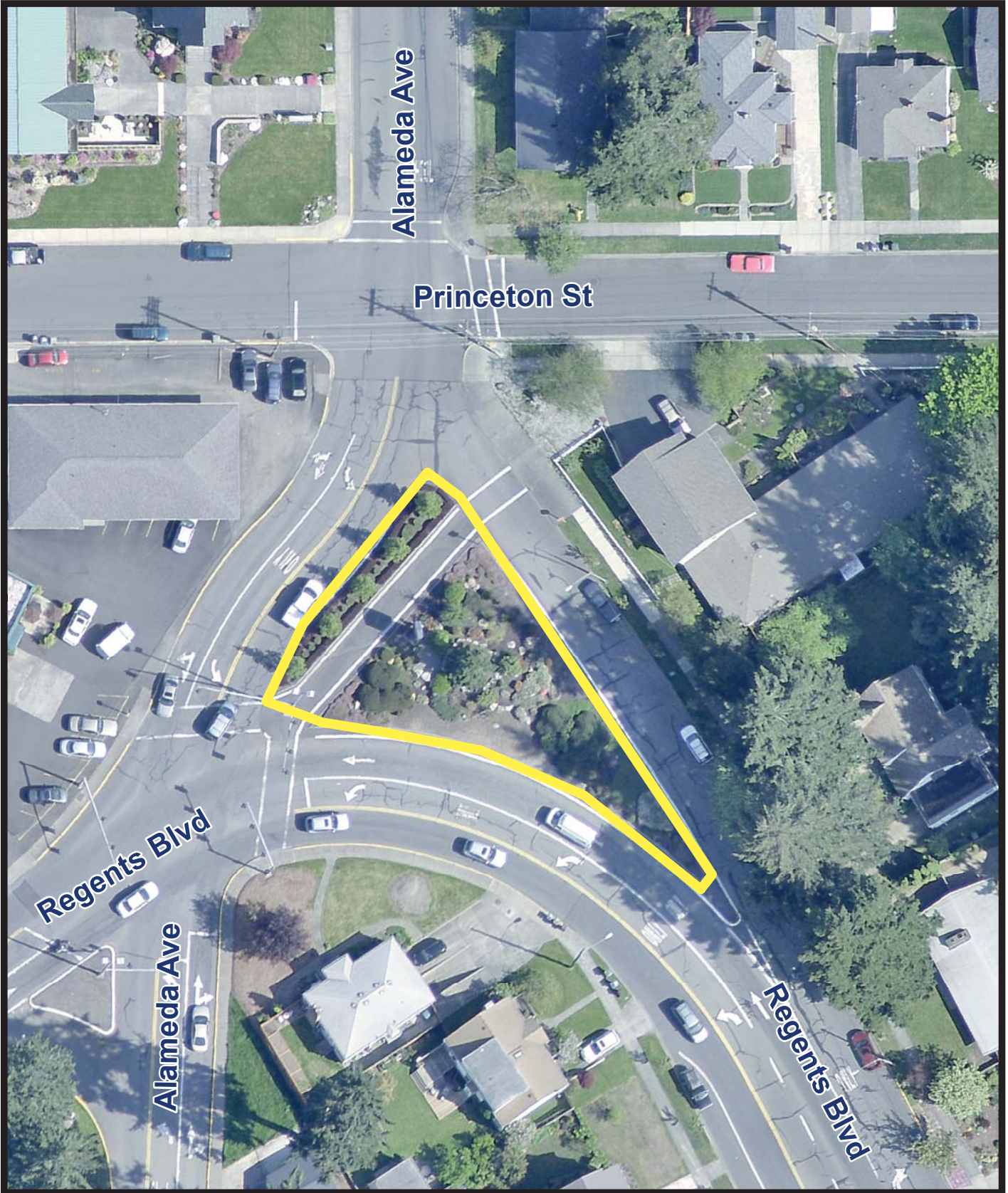
Perform Task #'s	Weekly March 1 - October 31	As Described	Yearly
	1, 2, 3, 4, 5, 6, 7	7, 8, 9, 10, 11, 12	7

Public Works Building



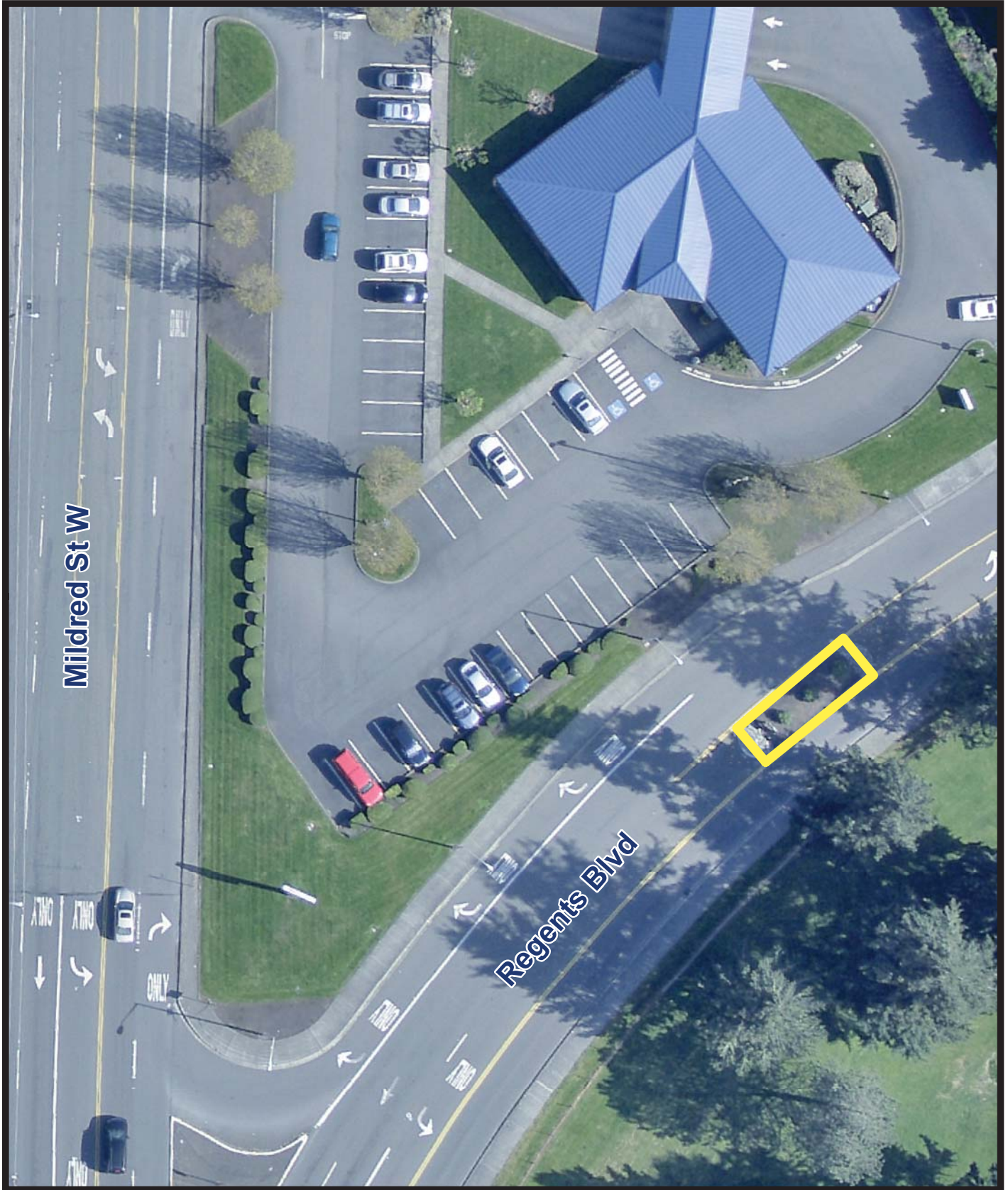
Perform Task #'s	Weekly March 1 - October 31 1, 2, 3, 4, 5, 6, 7	As Described 7, 8	Yearly 7
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Regents and Alameda - Big Island



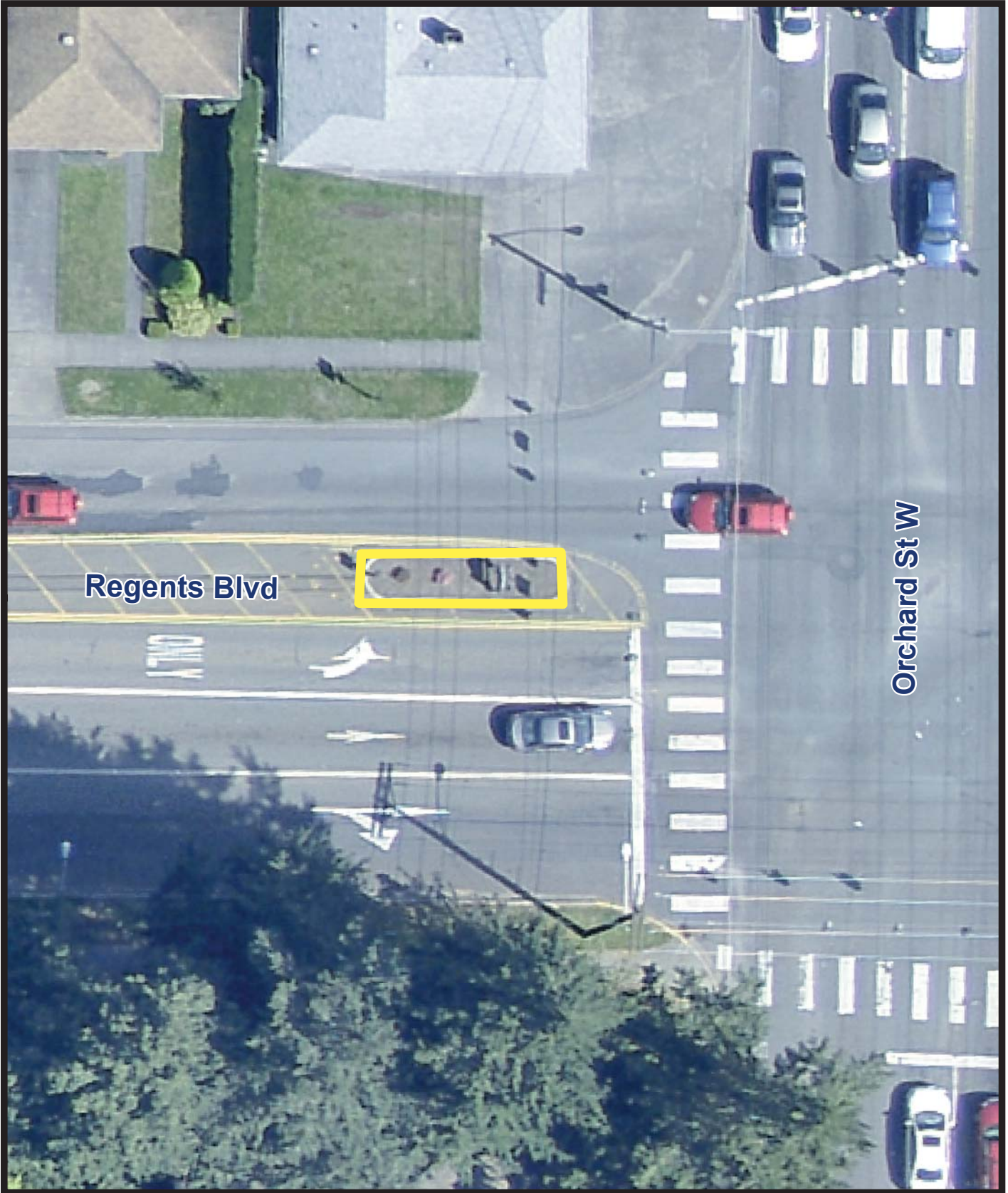
Perform Task #'s	Weekly March 1 - October 31	As Described	Yearly
	1, 2, 3, 4, 5, 6, 7	--	7

Regents and Mildred St - Entry Island



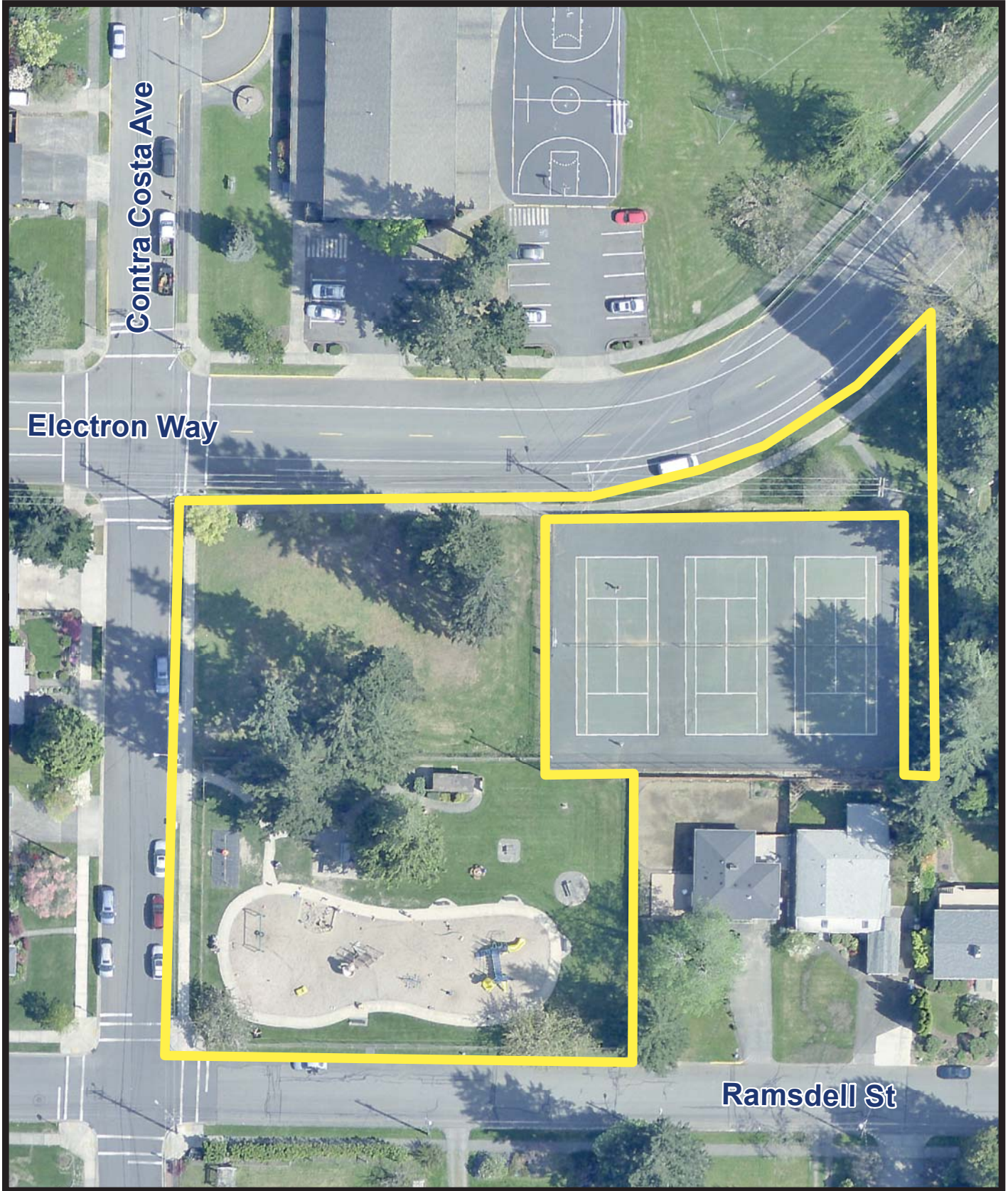
Perform Task #'s	Weekly March 1 - October 31 5, 6, 7	As Described --	Yearly 7
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Regents and Orchard - Entry Island



Perform Task #'s	Weekly March 1 - October 31 5, 6, 7	As Described --	Yearly 7
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Tot Lot and Tennis Courts

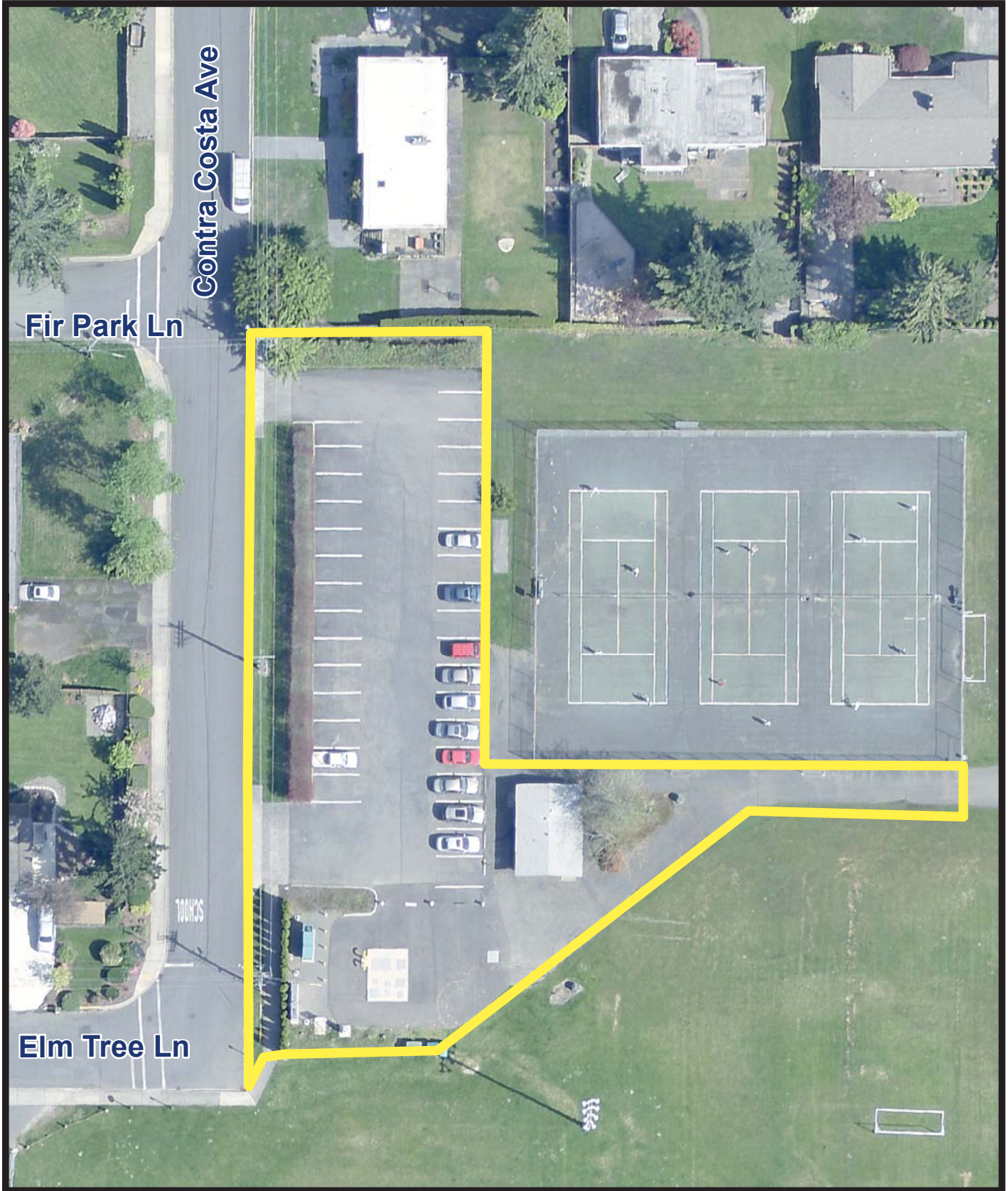


Perform Task #'s	Weekly March 1 - October 31	As Described	Yearly
	1, 2, 3, 4, 5, 6, 7	7, 8, 9, 10, 11, 12	7

West Mount Court - Wells 6 & 7



Perform Task #'s	Weekly March 1 - October 31 1, 2, 3, 7	As Described --	Yearly 7
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Perform Task #'s	Weekly March 1 - October 31 1, 2, 3, 4, 5, 6, 7	As Described 7, 8, 9, 12	Yearly 7
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NEW BUSINESS: ARC Architects Professional Services Agreement
ITEM 10E.

FROM: **Scott Pingel, City Manager**

RECOMMENDED MOTION: **I move to adopt Resolution No. _____, authorizing the City Manager to execute an agreement with ARC Architects to provide professional services to the City of Fircrest to continue the design of the Roy H. Murphy Community Center and Community Pool.**

PROPOSAL: The Council is being asked to authorize the City Manager to execute an agreement with ARC Architects to provide professional services to the City of Fircrest to continue the design of the Roy H. Murphy Community Center and Community Pool. The project overview includes a schematic design phase, which will consider design options and design and engineering refinements. This will include public, Council, and design meetings with the Steering Committee. It also will include construction cost estimates and budget development, renderings for communicating design ideas, insights into Fircrest's history, project scheduling, and a site survey.

FISCAL IMPACT: The proposed fees total \$252,763. Funding for this will be from the 44th/Alameda Fund Balance. A budget motion will be needed.

ADVANTAGE: The Fircrest Parks and Recreation Comprehensive Plan and 2017 City of Fircrest Pool and Roy H. Murphy Community Center Survey identified the Community Center and Pool as the top priority. ARC and its team members have already prepared the 2016 Feasibility Study, which analyzed existing conditions and provided design insights for renovation, addition and new construction options. This will provide the City with information necessary to determine the scope of the project to fund and build.

DISADVANTAGES: Other than cost, none are identifiable at this time.

ALTERNATIVES: None that are feasible.

HISTORY: The City Council identified the need for a Community Center and Community Pool Feasibility Study as a high priority. The City procured the services of ARC Architects to perform a feasibility study of the Roy H. Murphy Community Center & Community Pool in 2015.

ATTACHMENTS: [Resolution](#)
[Professional Services Agreement](#)

**CITY OF FIRCREST
RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AGREEMENT WITH ARC ARCHITECTS TO
CONTINUE THE DESIGN OF THE ROY H. MURPHY COMMUNITY
CENTER AND COMMUNITY POOL.**

WHEREAS, the Fircrest City Council, Fircrest Parks and Recreation Comprehensive Plan, and 2017 Pool and Roy H. Murphy Community Center Survey identified the Community Center and Pool as the top priority; and

WHEREAS, the City procured the services of ARC Architects in 2015 to perform a feasibility study of the Community Center & Community Pool; and

WHEREAS, the City issued a Request for Qualifications (RFQ) for the Community Center and Pool Design in October 2017 and received four proposal submissions; and

WHEREAS, an interview committee was assembled, consisting of the City Manager, Parks and Recreation Director, Public Works Director, and Councilmembers Surina, Waltier, and Reynolds, and interviewed firms in December 2017; and

WHEREAS, at its January 23, 2017 meeting, the City Council approved the interview committee's recommendation to award the RFQ for architectural services to manage a public involvement process that will review the options in the 2016 ARC Feasibility Study for the rebuild or renewal of the Community Center and Pool, and authorized the City Manager to enter into contract negotiations with ARC Architects for architectural services for the Community Center and Pool; and

WHEREAS, ARC Architects has the required experience and expertise to provide such services. 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 agreement with ARC Architects to offer professional services to the City of Fircrest to continue the design of the Roy H. Murphy Community Center and Community Pool.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 27th day of February, 2018.

APPROVED:

Hunter T. George, Mayor

ATTEST:

Jessica Nappi, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

**CITY OF FIRCREST
ARCHITECTURAL AND ENGINEERING
SERVICES AGREEMENT**

1. Date and Parties.

This Agreement, for reference purposes only, is dated the ____ day of _____, 2018, and entered into by and between the City of Fircrest, a political subdivision of the State of Washington and hereinafter referred to as the "City" and ARC Architects, hereinafter referred to as "Consultant".

2. 2. General Recitals.

The City wishes to have architectural and engineering services performed to have a qualified architectural/engineering firm (consultant team) prepare schematic design documents and materials for repair and/or replacement of the Roy H. Murphy Community Center and Community Pool located at 555 Contra Costa Avenue in Fircrest, Washington.

3. Assignment.

Neither party may assign this Agreement or any rights or responsibilities under it, whether during performance nor after performance, without first obtaining the other party's written consent.

4. Scope of Services.

The Consultant agrees to perform in a good and professional manner the tasks described in Exhibit A attached hereto and incorporated herein by this reference. The Consultant shall perform the services as an independent contractor and shall not be deemed, by virtue of this Agreement and the performance thereof, to have entered into any partnership, joint venture, employment or other relationship with the City.

5. Additional Services.

From time to time hereafter, the parties hereto may agree to the performance by the Consultant of additional services with respect to related work or projects. Any such agreement(s) shall be set forth in writing and shall be executed by the respective parties prior to the Consultant's performance of the services thereunder, except as may be provided to the contrary in Section 6 of this Agreement. Upon proper completion and execution of an addendum (agreement for additional services), such addendum shall be incorporated into this Agreement and shall have the same force and effect as if the terms of such addendum were a part of this Agreement.

6. Performance of Additional Services Prior to Execution of an Addendum.

The parties hereby agree that situations may arise in which services other than those described in the Scope of Services are desired by the City and the time period for the completion of such services makes the execution of addendum impractical prior to the commencement of the Consultant's performance of the requested services. The Consultant hereby agrees that it shall perform such services upon the oral request of the City Manager of the City pending execution of an addendum, at a rate of compensation to be agreed to in connection therewith. The invoice procedure for any such additional services shall be as described in Section 18 of this Agreement.

7. Consultant's Representations.

The Consultant hereby represents that it has all necessary licenses and certifications to perform the services provided for herein, and is qualified to perform such services.

8. Compliance With Laws.

Consultant shall comply with applicable laws, regulations and ordinances that are in effect at the time of performance.

9. Taxes.

Consultant shall comply with federal, state, and local tax laws, Social Security Acts, Unemployment Compensation and Workers Compensation Acts in so far as applicable to the performance of this Agreement.

10. City's Responsibilities.

The City shall do the following in a timely manner so as not to delay the services of the Consultant:

- A. Designate the City Manager as the City's representative with respect to the services. The City Manager or his designee shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services.
- B. Furnish the Consultant with all information, criteria, objectives, schedules and standards for the project and the services provided for herein.
- C. Examine and evaluate all studies, reports, memoranda, plans, sketches, and other documents prepared by the Consultant and render decisions regarding such documents in a timely manner to prevent delay of the services.

11. Acceptable Standards.

The Consultant shall be responsible to provide the services in this Agreement, in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

12. Term of Agreement.

The Consultant shall complete all work required under the terms of this Agreement on or before six (6) months of execution of this Agreement, and may be extended or modified by mutual consent of the parties.

13. Ownership and Use of Documents.

All documents, reports, memoranda, diagrams, sketches, plans, surveys, design calculations, working drawings and any other materials created or otherwise prepared by the Consultant as part of his performance of this Agreement (the "Work Products") shall be owned by and become the property of the City. The City agrees that if it uses products prepared by Consultant for purposes other than

those intended in this Agreement, it does so at its sole risk and it agrees to hold the Consultant harmless therefor.

14. Insurance.

The Consultant shall be responsible for maintaining, during the term of this Agreement and at its sole cost and expense, the types of insurance coverage and in the amounts described below. The Consultant shall furnish evidence, satisfactory to the City, of all such policies. During the term hereof, the Consultant shall take out and maintain in full force and effect the following insurance policies:

- A. Comprehensive public liability insurance, including General Liability, insuring the City and the Consultant against loss or liability for damages for personal injury, death or property damage arising out of or in connection with the performance by the Consultant of its obligations hereunder, with minimum liability limits of \$2,000,000 combined single limit for personal injury, death or property damage in any one occurrence.
- B. Such workmen's compensation and other similar insurance as may be required by law.
- C. Professional liability insurance with minimum liability limits of \$1,000,000.

Any payment of deductible shall be the sole responsibility of the Consultant. City shall be named as a primary non-contributory additional insured on the General Liability policies described above.

The insurance policies shall (1) state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (2) shall be primary insurance with regard to City; and (3) shall state that the City will be given at least 30 days prior written notice of any cancellation, suspension or material change in coverage.

The limits of liability required above are minimum required limits only and do not relieve the Consultant of claims that may exceed these minimum limits.

15. Indemnification.

With the exception of the sole negligence of the City, Consultant shall protect, defend, indemnify and hold harmless the City, its employees, directors, officers and Councilmembers from any and all claims, demands, losses, actions, and liabilities to or by any person or entity arising out of or resulting from the acts or omissions of Consultant, its officers, and employees and its agents in performing this Agreement.

16. Compensation.

The Consultant shall be compensated for the work specified in Exhibit A – Attachment 1. The Consultant will regularly update the City relative to progress and the estimated cost of completing the same. Consultant will not provide services exceeding said budget unless otherwise authorized by the City in writing. Payment for work performed shall be in accordance with Consultant's rate schedule in Exhibit A – Attachment 2.

17. Reimbursement for Expenses.

The Consultant will be reimbursed for direct expenses, in accordance with Consultant's rate schedule in Exhibit A – Attachment 2, incurred in the performance of duties hereunder and such costs will be part of the maximum project cost.

18. Billing.

The Consultant shall provide the City with monthly billing statements that detail the work performed, the time involved, and the charges related thereto. The City shall pay the invoice amount within thirty (30) days.

19. Records Inspection and Audit.

All compensation payments shall be subject to the adjustments for any amounts found upon audit or otherwise to have been improperly invoiced, and all records and books of accounts pertaining to any work performed under this Agreement shall be subject to inspection and audit by the City for a period of up to three (3) years from the final payment for work performed under this Agreement.

20. Independent Contractor.

The Consultant is engaged hereunder as an independent contractor and nothing contained herein shall be construed as giving rise to an employer-employee relationship between the City and Consultant.

21. Termination and Suspension.

Either party may terminate this Agreement upon thirty (30) days written notice to the other party.

The City may terminate this Agreement upon not less than seven (7) days written notice to the Consultant if the services provided for herein are no longer needed from the Consultant.

If this Agreement is terminated by the City, the Consultant shall be compensated for services performed prior to termination in accordance with the rate of compensation provided in Exhibit A – Attachment 2 hereof.

22. Non-Discrimination.

The consultant agrees not to sex discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, notional origin, marital status, age or handicap, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any service for the City now or in the future.

23. Severable Provisions.

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

24. Entire Agreement.

This Agreement constitutes the entire agreement between the parties, and both parties acknowledge that there are no other agreements oral or otherwise that have not been fully set forth in the text of this Agreement.

CITY OF FIRCREST

By: _____
Scott Pingel, City Manager

Dated: _____

CONSULTANT

By: _____
ARC Architects

Dated: _____

APPROVED AS TO FORM:

By _____
City Attorney

EXHIBIT A

February 14, 2018

Mr. Jeff Grover
City of Fircrest
555 Contra Costa Avenue
Fircrest, WA. 98466



RE: Fircrest Pool and Community Center
Schematic Design Phase Fees

Dear Jeff,

ARC and its consultant team are thrilled to have been selected to continue the design of the Fircrest Pool and Community Center. We have a talented team that will help progress the design through the schematic design phase. This will provide the city with information necessary to determine the scope of the project to fund and build.

PROJECT OVERVIEW

The schematic design phase will consider design options and design and engineering refinements to these use elements.

- New pool and possible spraypark.
- New bathhouse
- New community center, around 13,000 sf
- New parking

This phase will also include two public meetings, two city council meetings, and 3-4 design meetings with the steering committee. It also includes construction cost estimates and budget development, renderings for communicating design ideas, insights into Fircrest's history, project scheduling, and a site survey.

FEES

Fees are based on the Washington State Fee Schedule, which is used by many public entities in the state. Fees for basic service consultants (architecture, structural, mechanical, electrical, some of civil) are a percentage of the cost of construction. Specialty consultants and additional services are in addition to basic service consultants. Please review the attached fee proposals for an understanding of each firm's scope of services. Our team includes:

Basic Service Consultants:

- ARC Architects for architectural design and project management.
- PCS Structural Solutions for structural engineering for buildings
- Fsi Engineers for mechanical engineering for buildings
- Travis Fitzmaurice for electrical power, communications and lighting design
- AHBL for portions civil engineering

Specialty Consultants:

- AHBL for non-basic service civil engineering and the site survey

- Counsilman Hunsaker for aquatic design and pool and community center cost recovery
- Berk Associates for structuring and running public outreach
- Northwest Vernacular for history of Fircrest research and insights
- Bruce Dees and Associates for site analysis and landscape architecture
- DCW Cost Management for cost estimating

Additional services:

- Renderings (ARC)
- Survey (AHBL)
- Cost Recovery Analysis (Counsilman Hunsaker) - optional
- Online Survey (BERK) - optional

The proposed fees are:

• Basic Service Consultants	\$ 130,883
• Specialty Consultants	\$ 72,820
• Additional Services	\$ 47,060
• Direct Expenses	\$ <u>2000</u>
• TOTAL	\$ 252,763

EXCLUSIONS and NOTES

Please note the following:

- We understand that a traffic study is not required
- Other consultants may be needed depending on the outcome of the schematic design
- LEED and similar sustainable design certifications are not included. They may be required depending on funding sources or city goals and direction
- BERK Associates can provide financial and funding guidance if desired

Please let me know if you have questions. We look forward to working with you!

Sincerely,



Stan Lokting, LEED AP
Principal

ATTACHMENT 1

Scope of Work

The Scope of Work is to progress the design through the schematic design phase in order to provide the city with information to determine the scope of the project to fund and build. The schematic design phase will consider design options and design and engineering refinements to these use elements.

- New pool and possible spraypark
- New bathhouse
- New community center, around 13,000 sf
- New parking

This phase will also include two public meetings, two city council meetings, and 3-4 design meetings with the steering committee. It also includes construction cost estimates and budget development, renderings for communicating design ideas, insights into Fircrest's history, project scheduling, and a site survey.

Scope of Work for Consultant Team

ARC Architects – architecture

- a. Project management – scheduling, contracting, coordination with City and consultants
- b. Develop design options – building and site element arrangements, floor plans, elevations
- c. Develop refined design – building location, floor plans, 3D renderings
- d. Estimate review and budget development
- e. 3-4 design meetings with City's steering committee
- f. 2 public meetings
- g. 2 city council meetings
- h. Assemble documents and deliverables
- i. Team meetings and coordination

PCS Structural Solutions – structural

- a. Concept structural drawings
- b. Estimate review
- c. Consideration of building foundations relative to pool location and design (by Councilman Hunsaker)
- d. Team meetings and coordination

Fsi Engineers – HVAC, plumbing, fire protection

- a. Basis of Design narrative
- b. Concept drawings
- c. Preliminary cost estimate
- d. Team meetings and coordination

Travis Fitzmaurice – electrical

- a. Basis of Design narrative
- b. Concept drawings
- c. Preliminary cost estimate
- d. Team meetings and coordination

AHBL – civil and survey

- a. Layouts for walkways, parking, and curbs
- b. Utilities for pool and buildings
- c. Storm water design including consideration of existing underdrainage system
- d. Cost estimate
- e. Site survey for park (to centerlines of Electron Way, Contra Costa Avenue, and Spring Street) and intersection of Electron Avenue and Contra Costa Avenue.
- f. Team meetings and coordination

Councilman Hunsaker – aquatic design

- a. Aquatic design for pool and spray park
- b. Input on needs for pool mechanical and storage
- c. Pool and community center cost recovery
- d. One trip for 2 senior staff – design review meeting and understanding of market for cost recovery analysis

Berk Associates – public outreach

- a. Structuring public outreach efforts
- b. 2 public meetings
- c. 2 flyers for City webpage
- d. Online survey to encourage public input and participation and public meetings
- e. Team meetings and coordination

Northwest Vernacular - historic

- a. Memo of their review and insights of Fircrest's history
- b. 1 public meeting
- c. 1 City Council meeting

Bruce Dees and Associates – landscape architecture

- a. Review site conditions and planning by ARC
- b. Review required permitting and code requirements
- c. Cost estimate
- d. Team meetings and coordination

DCW Cost Management – estimating

- a. Preliminary cost estimate
- b. Final revised cost estimate
- c. Team coordination

END

**FIRCREST POOL AND COMMUNITY CENTER
SCHEMATIC DESIGN FEE PROPOSAL
2/14/2018**

FEE SUMMARY	fee	est macc	basic services	remarks
WSFS Basic Service Consultants	8.17%	\$8,900,000	\$727,130	Schedule B, SD through CA
SD portion only	18.00%		\$130,883	
architect - ARC			\$84,383	
structural - PCS			\$16,500	
mechanical - FSI			\$15,000	
electrical - TF			\$10,000	
civil - AHBL			\$5,000	site walks and pkg
Subtotal			\$130,883	
Specialty Consultants		mark-up		
civil - AHBL	\$5,200	1.1	\$5,720	stormwater, reports, etc
landscape - BDA	\$15,300	1.1	\$16,830	
aquatics - CH	\$19,500	1.1	\$21,450	pool design, mechanical, structural
history - NW Vernacular	\$4,500	1.1	\$4,950	history of Fircrest, design insights
public outreach - BERK	\$15,300	1.1	\$16,830	
estimator - DCW	\$6,400	1.1	\$7,040	
Subtotal			\$72,820	
Additional Services				
Renderings - ARC	\$4,000	1.1	\$4,400	2 exterior, 1 interior
Survey - AHBL	\$14,782	1.1	\$16,260	entire park site, including house
Cost Recovery Analysis - CH	\$18,000	1.1	\$19,800	pool and community ctr - optional
Phone Survey - BERK	\$6,000	1.1	\$6,600	to encourage public mtg attendance - optional
Subtotal			\$47,060	
Estimated Expenses				
Counsilman Hunsaker	\$2,000	1	\$2,000	2 people, 1 trip
Subtotal			\$2,000	
SCHEMATIC DESIGN FEE			\$252,763	



Seattle	811 First Avenue, Suite 620 • Seattle, WA 98104 • tel: 206.292.5076
Tacoma	1250 Pacific Avenue, Suite 701 • Tacoma, WA 98402 • tel: 253.383.2797
Portland	101 SW Main Street, Suite 280 • Portland, OR 97204 • tel: 503.232.3746

www.pcs-structural.com

February 8, 2018

ARC Architects, Inc.
119 S Main St, Suite 200
Seattle, WA 98104-2579

ATTN: Stan Lokting

RE: *Fircrest Pool and Community Center*

Dear Stan:

Thank you for this opportunity to propose our Structural Engineering Services for Fircrest Pool and Community Center.

SCOPE OF SERVICES

We will provide structural design, consultation, team meetings, structural narrative, assistance in developing structural construction cost, and conceptual structural drawings if requested for the schematic design phase of the project.

Our scope of services and resulting fee are based on one story building with conventional spread footing foundation system. Pool design is not included in our scope of services but will be taken into consideration, specifically with adjacent building foundations.

We propose to complete the scope of services for **\$16,500**

Thank you for this opportunity to be of continued service to you and the City of Fircrest. If there are any questions regarding this proposal, please feel free to call. We look forward to hearing from you.

Very truly yours,

PCS STRUCTURAL SOLUTIONS

A handwritten signature in blue ink, appearing to read "JH Collins", is written over the typed name.

James H Collins, S.E.
Senior Principal

JHCew



FSi consulting engineers
506 Second Avenue Suite 700
Seattle, WA 98104
206.622.3321 | www.fsi-engineers.com

2/8/2018

Stan Lokting
ARC Architects
119 S Main St, Suite 200
Seattle, WA 98104-2579

Subject: Fircrest Pool and Community Center – Consultant Fee Proposal

Dear Stan,

This proposal is for design and construction support services for the Fircrest Pool and Community Center. Our understanding of the scope is based on the RFP and subsequent emails.

Scope

We understand our scope is to provide design and construction services for building HVAC, plumbing, and fire protection. The preliminary project will be for Schematic Design (SD) only.

Our proposal is based on the following assumptions and services:

- At this time, the Schematic Design set is the only deliverable.
- The deliverable will include a preliminary cost estimate, input to a Basis of Design Narrative, and minimal plans for building HVAC, plumbing, and fire protection.
- There will be 1 submittals (SD Only)
- There will be 2 meetings at your office during schematic design. Additional meetings will be billed at a time and expense rate.
- The project does not require a LEED charrette at this stage.
- This project design will be AutoCAD/Revit, chosen at the beginning of the project.
 - The Revit Level of Detail will correspond to AIA LOD 250
- Fire protection will be performance specified.
- Support of the preparation, quality assurance review and owner review of the documentation at each submittal (Drawings, Specifications, Cost Estimates, and CAD Standards).
- Review of the standard AIA contract between FSi and ARC. If a standard AIA contract is not available, FSi will provide an AIA contract.



FSi consulting engineers
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Seattle, WA 98104
206.622.3321 | www.fsi-engineers.com

Additional Services Optionally Available

- Review of non-AIA standard contract.
- Work related to hazardous materials
- Assignment of specific FSi employees to a project
- Participation in any value engineering, life cycle costing, or constructability reviews
- Commissioning
- Energy Modeling
- LEED services
- As-Building existing conditions
- Design beyond Schematic Design level

Fee

We propose to perform this work for a lump sum of **\$15,000**.

It is anticipated that documented and agreed upon changes in scope will modify the maximum. Please see the attached spreadsheet for a breakdown of the tasks and hours.

Again, we truly appreciate the opportunity to propose on this project, and we look forward to working with you. If you have any questions or concerns regarding any of the above, please do not hesitate to contact me.

Respectfully,

FSi consulting engineers

Ben Roush, PE, FPE
benr@fsi-engineers.com

February 5, 2018

Stan Lokting
ARC Architects
1101 E Pike Street
Seattle, WA 98122

Re: Fircrest Pool and Community Center

Dear Stan:

Thank you for your request for services on the subject project. This proposal is for schematic design only. It is based on the project scope determined during the recently completed predesign study and the specifics indicated in your email to me dated 02/02/18. A lump sum fee of \$10,000 is proposed based on the following formula using Washington State Fee Schedule (WSFS) parameters.

$75\% \times 8.12\% \text{ (WSFS fee \%)} \times 930,000 \text{ (estimated electrical construction cost)} \times 18\% \text{ (SD portion)}$

The estimated electrical cost is based on the overall estimated construction cost of \$8,900,000.

No reimbursable expenses are anticipated. Again, thank you for your request. Please contact me if you have questions or wish revisions.

Sincerely,

Aprille Balangue

Aprille Balangue



February 8, 2018

Mr. Stan Lokting, LEED AP BD+C
ARC Architects
119 South Main Street, Suite 200
Seattle, WA 98104-2579

Civil Engineers

Structural Engineers

Project: Fircrest Pool and Community Center, AHBL No. 2170774.10
Subject: Proposal for Civil Engineering Services

Landscape Architects

Dear Stan:

Community Planners

We are pleased to submit this proposal for civil engineering services for the development of the Fircrest Pool and Community Center. We are excited to partner with you and the rest of the ARC team on another project.

Land Surveyors

Based on our coordination, we understand the proposed program for the project will be similar to Strategy 4, as identified in the feasibility study. We further understand we are contracting only through Schematic Design because the City of Fircrest will determine whether the community center is part of the project or a future second phase. We assume the project construction cost is approximately \$8.9 million for the pool and community center.

Neighbors

Based on our knowledge of the site and our experience with the City of Fircrest, we have determined to the best of our ability the required scope of services for this project. Our scope of work for civil engineering is listed below.

Schematic Design (Basic Services) – Task 11

1. Review available record drawings, reports, and documents, and perform a site visit to observe the site conditions and the adjacent roadways and sidewalks.
2. Research existing utilities including sanitary sewer, gas, storm, and water.
3. Coordinate with you, the design consultants, and the owner during design, and attend two design meetings. This scope assumes 8 hours.
4. Attend a pre-application meeting with the City of Fircrest to discuss their likely requirements for stormwater, utilities, wetlands, and frontage improvements, such as sidewalks, driveways, and ADA curb ramps.
5. Coordinate with the geotechnical engineer and surveyor on the required scope of work and review their deliverables.

TACOMA

2215 North 30th Street
Suite 300
Tacoma, WA 98403-3350
253.383.2422 TEL

www.ahbl.com



6. Collaborate with the architect and landscape architect on the development of the site plan. Refine the site design and prepare base sheets for the SD drawings using the topographic survey and landscape architect's site plan.
7. Prepare SD drawings consisting of site planning including layout of site features, building position, preliminary grading, and location of paving for walkways, driveways and parking, and fencing locations. Also included are the normal connections required to service the building, such as water and sanitary sewer services.

Schematic Design (Additional Services) – Task 12

8. Prepare SD level plans and calculations for a storm drainage plan. This scope of work includes a design to meet the Department of Ecology *Stormwater Management Manual for Western Washington (2012)*, as adopted by the City of Fircrest. This plan will address flow control, water quality, and conveyance system improvements.
9. Prepare a cost model for project costs in connection with the civil site items, based on the master plan site.

Billing Summary

<u>Items</u>	<u>Description</u>	<u>Task No.</u>	<u>Amount</u>
Schematic Design			
Items 1-7	Schematic Design (Basic Services)	T-11	\$5,000
Items 8-9	Schematic Design (Additional Services)	T-12	<u>5,200</u>
Total			\$10,200

We propose to bill for our services on a lump sum, fixed fee basis, broken down by task. If we have misunderstood your expectations for scope or level of service, we would be happy to meet with you and discuss additions or deletions from our proposed services.

Exclusions

This proposal does not include fees associated with agency reviews, submittals, or permits, nor does it include any work associated with the following services:

- a) Professional services of subconsultants, e.g., survey, geotechnical and traffic engineers, or wetlands, wildlife, and other specialists, if required by the review agency.
- b) Costs associated with the excavation of soils logs for the evaluation of onsite soils.

Mr. Stan Lokting, LEED AP BD+C
February 8, 2018
2170774.10
Page 3 of 3



If you find this proposal acceptable, please prepare your standard AIA contract. Our receipt of your signed contract or your written authorization will be our notification to proceed.

If you have any questions, please call me at (253) 383-2422.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Nason".

David C. Nason, PE
Associate Principal

DN/lsk

c: Lucas Johnson, AHBL
Accounting

Q:\2017\2170774\Proposals_Contracts\Finals\20180208 Pro 2170774.10.docx

AUTHORIZATION FOR SERVICES



TO: Mr. Stan Lokting
ARC Architects
119 South Main Street, Suite 200
Seattle, WA 98104-2579
EMAIL: lokting@arcarchitects.com

DATE: February 13, 2018
PROJECT NO.: 2180144.50
PROJECT NAME: Fircrest Community Center
SUBJECT: Survey Services

SERVICES PROVIDED:

- Civil Engineering Structural Engineering Land Use Planning Landscape Architecture Land Surveying

DESCRIPTION OF WORK:

The following services have been requested for the Fircrest Community Center Project located at 555 Contra Costa Avenue, Fircrest, Washington, on Pierce County tax parcel numbers 716020-1251, -1280, and -1310. We understand that you would like us to prepare a topographic and boundary survey of the subject property. Our scope of services is listed below.

1. Research public records for survey information and benchmarks in the immediate vicinity of the project necessary to calculate property boundaries and to place the project onto horizontal and vertical control (Washington State Plane Coordinate System, South Zone, NAD 83/91 and NAVD 88, respectively).
2. Coordinate with private utility locate service to mark the positions of detectable underground utilities within the area outlined in red on the attached map. The cost of this service (\$2,992) is included in this fee proposal.
3. Confirm parcel boundaries; locate fences and any other indicators of occupation/encroachment along the exterior boundary lines.
4. Perform topographic survey of the above referenced properties and half street of adjacent roadways totaling approximately 10 acres (a map of the area to be surveyed is attached to this proposal). Survey will locate buildings, finish floor elevations, asphalt, concrete, curb, gutter, sidewalks, ramps, parking, fields, pool, fences, play areas, sport courts, utilities, trees, landscaping, and all other improvements within the survey area. Survey will include half street improvements for all adjacent roadways and will include the full intersection of Electron Way and Contra Costa Avenue. Sufficient ground shots shall be obtained so as to produce ground contours at 1 foot intervals (25' grid in field areas).
5. Prepare topographic survey base map that accurately depicts parcel boundaries, physical improvements, and existing ground contours at intervals of 1 foot within survey limits. The topographic survey base map will be furnished to the client in electronic and hard copy formats.

BILLING SUMMARY:

- Time and Expense (estimate): _____
- Fixed Fee Amount: \$14,782

EXHIBIT 'A'

ARC Architects Fircrest Pool & Community Center Schematic Design Scope of Work -REVISED February 8, 2018

Work by Bruce Dees & Associates (BDA)

In general the scope of work is to develop a schematic site plan and supporting graphics for the Fircrest Pool & Community Center project coordinating with ARC Architects, the architect, and other subconsultants as required. The schematic plan will be used by ARC for the development of a site plan to illustrate the general scope, scale, and relationship of project components. The primary program elements will include a new 13,000 to 14,000 sf community center, pool, bathhouse, and parking. Other possible program elements include a spray park. The work will include an estimate of probable costs of the project site work/landscape designed by BDA.

The specific scope of work for the schematic plan is as follows:

I. SCHEMATIC DESIGN

A. Background Information & Program

The work will include an analysis of existing conditions and review of work that has already been completed for the Pre-Design Assessment and Planning Study. A final program will be developed that will be used in producing the alternate concepts for the site. This work includes:

1. Review site conditions.
2. Review required permits for landscape work.
3. Determine regulatory constraints for landscape work.
4. Review Pre-Design Assessment and Planning Study by ARC.
5. Develop final program.

B. Design

BDA developed two alternative concept plans as a part of the Pre-Design Assessment and Planning Study. BDA will work with ARC with input from Northwest Vernacular to analyze these concepts to determine current program and historic relevance. Based upon feedback, BDA will either advance the 2 original concepts or will develop 2 new alternative plans for consideration:

Alternate Concepts & Evaluation

BDA will generate concept alternatives for the site and will evaluate each for their strengths and weaknesses in order to arrive at a preferred layout. This work includes:

1. Generate hand drawn concept alternatives as site plans/diagrams.
2. Evaluate the relative strengths and weaknesses of alternatives.
3. Refine preferred alternate based upon feedback.

Design Refinement

Refine the selected alternative into the final Schematic Design concept in AutoCAD.

C. Cost Estimate

An estimate of construction cost will be prepared.

D. Deliverables / Products

1. One (1) final rendered site Schematic Design, with rough grading addressed.
2. Cost Estimate for Landscape Related Amenities.

E. Meetings

BDA will participate in the three following meetings:

1. Two (2) Design Team meetings, at concept review and at the end of Schematic Design.

SCHEDULE

Work progress will parallel the ARC schedule to coordinate architectural and site work design.

ASSUMPTIONS

It is assumed that the area of work will be as required for new construction and that this blends into the rest of the existing park.

PROVIDED BY CLIENT/OWNER

1. Site Access

Rights-of-entry upon all lands necessary for the performance of the above described Scope of Services.

2. Geotechnical Investigation

The Client will provide a geotechnical study if required and any testing that may be required for design.

5. Topographic Survey Base Drawings

The Client will provide a recent topographic survey and base drawings with elevations in AutoCAD format.

EXTRA WORK

1. Expanded Scope of Work

If during the course of the project, the Client elects to expand the Scope of Work requiring additional work by BDA, design fees for the additional work shall be negotiated.

2. Extra Work

This Scope of Work does not include off-site landscaping plans, tree inventory, surveys, or mitigations plans to replace trees/vegetation removed during construction. Any work not included in this Scope of Work or any meeting(s) in addition to those listed in the Scope of Work shall be considered extra work.

3. Value Engineering

The Scope of Work does not include participation in the value engineering study and implementation of the accepted ideas that generate during the study.

4. LEED

The Scope of Work does not include providing services for negotiation, documentation, and associated services required for sustainable design project certificates with the U.S. Green Building Council.

EXHIBIT 'B'

FEEES

We propose to provide the above scope of work for a lump sum amount of \$15,300.00, paid monthly on the percentage complete.

No extra work or charges beyond the estimated fee shall be commenced without written authorization from the Owner.



Counsilman · Hunsaker
AQUATICS FOR LIFE

AGREEMENT BETWEEN THE CLIENT: ARC ARCHITECTS AND THE CONSULTANT: COUNSILMAN-HUNSAKER FOR CONSULTING FOR THE FIRCREST COMMUNITY CENTER AND COMMUNITY POOL.

THIS AGREEMENT is made and entered into at ST. LOUIS, MISSOURI, this ____ day of _____, 2018, by and between ARC ARCHITECTS, hereinafter referred to as the "Client" and COUNSILMAN-HUNSAKER, a Missouri Corporation, doing business at 10733 Sunset Office Drive, Suite 400, St. Louis, Missouri 63127-1018, hereinafter referred to as the "Consultant."

WHEREAS, the Client intends to design and develop an aquatic facility at the Fircrest Community Center and Community Pool hereinafter referred to as the "Project" and,

WHEREAS, the Consultant is a consultant possessing expertise in the field of swimming pool design and engineering, and

WHEREAS, the Client desires to retain the Consultant as its independent contractor for purposes of planning, design and engineering swimming pool(s),

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

- I. SERVICES: The Client hereby retains the Consultant as its swimming pool design consultant for the Project which includes an outdoor pool that contains lap lanes, dive well, and recreation area, and an outdoor sprayground. The scope of the Consultant's services shall include:

SCHEMATIC DESIGN PHASE

(1) 1-day site visit

- A. Meet with the Client and/or the Owner's steering committee to discuss the aquatic facility.
- B. Provide schematic plans and sections for the swimming pool and sprayground showing critical dimensions and features.
- C. Provide a design narrative for the swimming pool and sprayground.
- D. Provide an opinion of probable construction cost for the swimming pool and sprayground and address questions regarding such estimate data for the aquatic facility. The Consultant does not guarantee opinion of probable costs.
- E. Provide structural design of the pool shell(s)
- Provide criteria for the Geotechnical Consultant
- F. Review the physical characteristics and requirements identified for the pool and sprayground with the Client. Review preliminary Schematic Design drawings prepared by the Client and Consultants regarding the following items:
- Support spaces
 - Adjacencies and circulation
 - Traffic patterns
 - Activity program use of space and capabilities
 - Spectator facilities
 - Phasing of the project
 - Mechanical systems
 - Hydrostatic relief system
- G. Provide general resource information to the Client and Consultants in the following areas:
- Finishes
 - Lighting
 - Outlets
 - Water supply and waste
 - Geotechnical issues influencing the pool structure(s)

COST RECOVERY ANALYSIS

- A. The Consultant will prepare a cost recovery analysis (feasibility study) and will develop an opinion of operations protocol for the proposed project including the pool and community center. The following will be researched and analyzed:
1. Area Aquatic Providers
 2. Market Area Demographics
Population, Age, Income
 3. Area Aquatic User Groups
Historic Usage and Project Level of Growth
 4. Opinion of Probable Revenue
Market Penetration
Seasonal Usage
 5. Opinion of Probable Expenses
Labor Demand
Chemical Demand
Maintenance and Repair Demand
Utility Demand
 6. Opinion of Facility Financial Performance
- B. The Consultant will make a final presentation to the project committee outlining the methods and results of the study.

DRAWINGS: All of the drawings, and specifications, prepared by the Consultant as instruments of service are and shall be the property of the Consultant whether the project for which they are made is executed or not. The Client and the Owner shall be permitted to retain copies, including reproducible copies of the drawings and specifications, and shall have a non-exclusive limited license to use such for the sole purpose of constructing and operating the facility and no other purpose. All of the drawings prepared by the Consultant will be issued in Autodesk AutoCAD two-dimensional format and/or PDF.

The Consultant further represents that the work, plans and specifications to be prepared by it for the swimming pool design of this project shall not be based on one supplier in nature, and shall be fit for their intended purpose unless in the opinion of the Consultant there are no equal products available.

Except for reference and coordination purposes in connection with future additions or alterations to the work, drawings, specifications and other documents prepared by the Consultant are instruments of the service for use solely with respect to this project and, unless otherwise provided, the Consultant shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including copyright. The Consultant's drawings, specifications or their documents shall not be used by the Client or others on other projects except by agreement in writing and with appropriate compensation to the Consultant.

II. AGENCY REVIEW AND APPROVAL OF PLANS AND SPECIFICATIONS: All permits that are to be obtained from the Health Departments and jurisdictional authorities by the Client, relating to the work completed by the Consultant shall be done with the Consultant's assistance in filling out forms and answering questions. Once an authorized representative of a regulatory agency having jurisdiction over the Project including, but not limited to the Health Department approves the original design, the Consultant will not be required to revise or address any design changes or field modifications with enactment or revision of codes, laws or regulations or official interpretations, which necessitate changes to the previously prepared Instruments of Service; provided the Consultant will work with the design team in determining a solution at an agreed upon charge for such services. All necessary notices, obtaining all permits and payment of all government fees, and other costs in connection with construction related work, including filing all necessary drawings, preparation of all documents and obtaining all necessary approvals of governmental departments having jurisdiction for the purpose of construction completion and occupancy shall not be the responsibility of the Consultant.

III. CONSULTANT NOT RESPONSIBLE: The Client hereby releases the Consultant from any and all claims, now existing or hereafter made, as a result of, construction means, methods, techniques, sequences or procedures, and shall not be responsible for the acts or omissions of any contractor, subcontractor or any other person performing any of the construction work on the project or for the failure of any of them to carry out the work as set forth in the plans and specifications to be prepared by the Consultant. However, if during the field observation the Consultant becomes aware of an act or omission, or a failure by a contractor, subcontractor or any other person performing any of the construction work, to carry out the work in accordance with the plans and specifications, the Consultant shall bring same to the attention of the Client; provided the Consultant has no obligation to do so or liability hereunder for the failure to do so.

The Consultant makes no warranty, guaranty or certification; expressed or implied as to its findings, recommendations, plans, specifications, or professional advice. The Consultant will endeavor to perform services in accordance with the generally accepted standards of practice in effect at the time of performance. Client recognizes that neither the Consultant nor its sub consultants owe a fiduciary responsibility to the client.

IV. HOLD HARMLESS: The Client shall be responsible for the design of the building, not the Consultant. The Client shall hold harmless the Consultant from all claims relating to building design, and specifically claims related to condensation, moisture damage, excessive humidity, absence or poor performance of vapor barriers and corrosion of surfaces.

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, partners, employees, agents and Consultant's Subconsultants, and any of them, to the Client, Owner and anyone claiming by, through or under the Client or Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting

from, or in a anyway related to the drawings, specifications, reports, conclusions and recommendations shall not exceed the total compensation received by the Consultant under this Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

V. FEES: The Consultant's fee shall be a lump sum of **\$37,500** including **one (1)** site visit. Reimbursable travel expenses are not included in this lump sum and will be billed separately from this fee. (Site visits in excess of **one (1)** shall be authorized by the Client in writing in advance and compensated with fee and reimbursable expenses as Additional Services.)

VI. PAYMENT SCHEDULE: The Consultant shall be paid monthly based on percentage complete for the following phases:

Schematic Design Phase	\$19,500
Cost Recovery Analysis	\$18,000

The Consultant shall submit monthly invoices for services and for reimbursable expenses incurred, based upon the percentage of the Consultant's services completed at the time of billing. The Client shall make payments to the Consultant within fifteen (15) days after receipt of payment from the Owner. The Consultant may, after giving seven (7) days written notice to the Client, suspend services until payment is made in full of all past due invoices for this project.

Reimbursables shall consist of travel expenses and time for additional trips, all document printing and reproduction, postage and express mailings. Long distance telephone and fax service is included in the basic fee.

Should any additional tasks be required, not described above, including opinion of probable costs or re-design of pool shapes, features, systems, due to program change by the Owner, the Consultant will execute such tasks when authorized by the Client and will be compensated as additional services according to the Additional Services Fee Schedule in Paragraph IX.

VII. PROJECT SCHEDULE: The project schedule shall be maintained as outlined in the Agreement between the Client and the Consultant.

Should the project phase schedule be delayed, through no fault of the Consultant, the Consultant's schedule will be extended commensurate with the delays created by others.

VIII. ADDITIONAL SERVICES: All additional services must be authorized in writing. The Consultant shall be paid for additional services according to the following fee schedule (if not listed as a lump sum):

Principal	\$220.00/hour
Director	\$200.00/hour
Project Manager	\$175.00/hour
Project Engineer/Architect	\$150.00/hour
Design Associate	\$125.00/hour
Administrative	\$70.00/hour
Site Visit	\$1,500.00 /day *
* Excluding travel expenses	

IX. ENTIRE AGREEMENT: This Agreement constitutes the entire understanding between the parties and cannot be modified except by their mutual written consent. In the event of a conflict between this Agreement and the terms of any other agreement or document pertaining to the Project, the terms and provisions of this Agreement will govern.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

ACCEPTED:

COUNSILMAN-HUNSAKER

ARC ARCHITECTS



Signature

Signature

Doug Cook, P.E. - Chairman

Print Name

Title

February 8, 2018

Date

Date

Client Information:

Stan Lokting | Principal, LEED AP
ARC Architects
119 S Main St, Suite 200
Seattle, WA 98104-2579
O: (206) 322-3322
D: (206) 900-0324
E: lokting@arcarchitects.com
<http://www.arcarchitects.com>



February 5, 2018

ARC Architects
Attn: Stan Lokting
119 S Main Street, Ste. 200
Seattle WA 98104-2579

RE: Proposal | Fircrest Community Center SD Historic Preservation Services

Dear Stan:

Northwest Vernacular is happy to provide a proposal for services related to supporting community visual character integration and strengthening place identity for the new community center and swimming pool through history.

All work will be billed on an hourly basis based on work completed. All hours will be billed at our standard hourly rate of \$125 per hour. Reimbursable expenses will be submitted without mark-up. **Our total not to exceed fee for both tasks and expenses is \$4,500.** Any additional fees for insurance certificates (such as waiver of subrogation) will be passed on with a 10-percent mark up.

Task 1: Fircrest Historic Qualities Memo

The intent of this memo is to identify key community character-defining features and development periods that could function as tools for the design team in developing a design that supports community visual character and strengthens the place identity of Fircrest.

This memo will address key development periods for the city, visual character-defining features and how they relate to these development periods, and interpretive opportunities that could tie in with site and building interior programming.

- Research (12 hours). We will conduct archival research at local repositories to chronicle the founding and subsequent development of the city as well as key influences (such as street car/interurban connection).
- Site visit (2 hours). Following our research, we will conduct a site visit to drive through the city and record and digitally photograph visual character-defining features identified through research and the field work.
- Writing and production (8 hours). We will prepare a summary of the city's developments, a synopsis for each key development period, a catalog of character defining features with a brief narrative on their role and why they are character defining. We will develop a catalog

of potential interpretive opportunities based on our research with a brief summary of each and why and how they might be utilized.

Task 2: Team Meetings

The intent is to support the use of data from the task 1 memo and to address any questions the design team may have.

Tasks to include the following:

- Meetings (4 hours). This will include office meetings with the design team as well as phone calls and emails as needed through the SD phase to support the use of the task 1 memo.

Task 3: Public Meetings

The intent is to convey the findings and information collected as part of the task 1 memo preparation and to support the development of presentation materials as needed.

Tasks to include the following:

- Public meeting (4 hours). Present findings related to the history of Fircrest at a public meeting as part of the larger design team presentation. Assist with providing graphics and any needed text for presentation materials.
- City Council meeting (4 hours). Present findings related to the history of Fircrest to City Council as part of the larger design team presentation. Assist with providing graphics and any needed text for presentation materials.

Reimbursable Expenses

We have included an estimated budget for reimbursable expenses. These will include mileage (\$0.545 per mile).

- Mileage: \$250 (6 round trips from West Seattle and Port Orchard)

Deliverables

- PDF of memo (draft and final)

Schedule

- Draft memo within 2 months from notice to proceed.
- Final within 2 weeks of receipt of edits.

We appreciate the opportunity to provide this proposal. Please contact me at spencer@nwvhp.com or 360.813.0772 if you have any questions.

Sincerely,



Spencer Howard

Co-Founder + Historic Preservationist

Fircrest Community Center and Pool: Outreach

Proposed Scope of Work and Cost Estimate

Introduction

The City of Fircrest desires consultant support to reach out to residents about potential design for the Fircrest Pool and Community Center. This draft Scope includes a menu of outreach tactics and budget.

Goals

The objectives of the outreach are to inform residents of the project and gather public input from residents on the schematic design ideas for the pool and community center.

Outreach Activities

Listed below are outreach ideas for engaging the public: 2 informational flyers for the City website, and 2 public meetings. For additional effectiveness in reaching the community, we propose an online survey for those who cannot attend the public meetings.

1) Informational Flyers

BERK will design two outreach flyers to advertise the upcoming public meetings and communicate the purpose and goals of the project. These flyers can be posted on the City's website, distributed through email, or mailed to residents.

- The first flyer can include background about the project, and encourage people to participate in the public meetings or other outreach activities. The flyer can be mailed to residents, assuming the City will pay for printing and mailing costs.
- A second flyer for residents can communicate outreach results and the City's final decision and can be posted on the City's website.

2) Public Meetings

BERK will organize two public meetings for residents, which will include informational boards about the project and exercises to draw out resident opinions. We will analyze input, including charts of quantitative opinions and a summary of comments. BERK will work with City staff to design the meeting, confirming content and engagement activities. This can be coordinated through a conference call with shared screen to discuss and refine the ideas. Public meetings assume event attendance by two Consultant staff, and that the City will help to distribute and advertise the meeting to the community.

3) Online Survey (Optional)

As an additional option to the public meetings, BERK can develop a short online survey for each of the public meetings to encourage participation by residents unable to attend. These surveys will contain information about the project, and several questions to seek input and feedback on the schematic design. We will then summarize the survey findings with easy-to-read charts and a content analysis of comments in combination with summary results from the public meetings.

Staff Meetings and Coordination

In addition to the outreach options listed above, we propose two Consultant meetings with the City – one to kick off the project in-person, and one conference call meeting to discuss outreach results – and a small budget for project coordination.

Total Proposed Budget

Item	Cost
Flyers/information for City webpage (2)	\$3,000
Public Meetings (2)	\$10,000
Online Survey (2) (Optional)	\$6,000
Staff Meetings and Coordination	\$2,000
Expenses (Travel, Copies)	\$350
Total without Optional Task	\$15,350
Total with Optional Task	\$21,350

Assumptions

- City will post flyer information on website, and if desired, will print and mail flyers through City's social media or other channels.
- City will post and advertise online surveys (optional).
- Two Consultant staff will assist at public meetings.



February 5, 2018

Stan Lokting
ARC Architects
119 S Main St, Suite 200
Seattle, WA 98104-2579

RE: Fircrest Pool and Community Center

FPSEA-2018-0024

Dear Stan Lokting,

Thank you for inviting our team to submit a proposal for Cost Consulting services on this project.

My understanding of the scope of services to be provided is incorporated into the attached assumptions as detailed in Schedule 1. The proposed fees in Schedule 2 assume these terms & conditions will be in effect for the provision of our services, and we reserve the right to adjust our fee should these be changed, or should we be required to execute a different contract between us.

I look forward to the opportunity of assisting you on this particular project. If you have any questions regarding these fees or the scope of our services, please do not hesitate to contact me. If you are in agreement with the scope, fees and contract terms, please sign as indicated, retain a copy and return the signed copy.

Sincerely,

Trish Drew, CPE, LEED AP
Managing Director

SCHEDULE 1

DCW COST MANAGEMENT, LLC's Basic Services

Project Description:

We understand that the project comprises cost planning for the Fircrest Community Pool and Community Center located in 555 Contra Costa Ave, Fircrest, WA 98466. The cost study scope of work includes costing the Schematic Design level documents.

Detailed Scope of Work:

Task 1 Schematic Design

- Prepare an opinion of probable construction costs during this stage including all elements as necessary for a complete cost estimate. The cost estimate will be prepared in Unifomat II component format.
- Prepare a final revision to the opinion of probable construction cost after review and commentary by the team.
- Provide ongoing cost advice throughout the design period to evaluate alternative designs, materials and methods of construction.

SCHEDULE 2
Fee Schedule

Fee Breakdown

	HRS	RATE	SUM
Task 1	40	\$160	\$6,400.00
SUM Total	40		\$6,400.00

The services in the scope of work (Attachment 1) will be performed on a **Lump Sum** basis in the amount of **\$6,400**.

The fees are valid for ninety days from the date of this proposal. Should any of the above tasks be deleted from our scope of services, we reserve the right to adjust the above fees, to reflect possible resultant changes to the scope of the remaining service.

The fee assumes that drawings, specifications and reports required for the performance of our work will be provided electronically, at no cost to DCW Cost Management, LLC. Should you require printed copies of our opinions of probable construction cost, this fee assumes that we will provide a maximum of six copies of each report.

(end of page)

SCHEDULE 3

DCW COST MANAGEMENT, LLC Current Hourly Rate Schedule

All other services not detailed above, including additional estimates, further revisions to completed estimates, use of different estimating formats, additional meeting attendance, value engineering, reconciliation with cost estimates prepared by other parties beyond that specifically included above, or bidding and construction phase services will be considered additional services. Unless otherwise agreed prior to the work being carried out, our fees for any additional services will be based on time expended at our normal billing rates prevailing at the time the work is carried out. Currently, these hourly rates are:

	<u>Bill Rate</u>
Directors	\$175.00
Specialists	\$165.00- \$175.00
Cost Estimators*	\$150.00 - \$165.00
Clerical	\$ 85.00
Deposition and Trial	Additional 50%

*Primary work performed by Cost Estimators

Confirmation of Agreement: This letter correctly sets out the scope and fees to be provided by DCW Cost Management, LLC for the proposed project.

DCW COST MANAGEMENT, LLC.

Client: ARC Architects

DATE: 2/5/2018

DATE:

By: Trish Drew

By: Stan Lokting

Its: Managing Director

Its:



NEW BUSINESS: **Mayors against Illegal Guns Coalition**
ITEM 10F.

FROM: **Scott Pingel, City Manager**

RECOMMENDED MOTION: **I move to adopt Resolution No. _____, authorizing the Mayor to sign the Mayors Against Illegal Guns Statement of Principles.**

PROPOSAL: At the request of Councilmember Reynolds, the Council is being asked to authorize the Mayor to sign the Mayors Against Illegal Guns Statement of Principles.

FISCAL IMPACT: None identified.

ADVANTAGE: The coalition advocates for closing the gaps in gun laws and ensuring law enforcement agencies have the tools they need to detect and deter gun trafficking. Mayors against Illegal Guns is encouraging other Mayors to sign the Statement of Principles supporting their efforts.

DISADVANTAGES: Cities that have voted no have cited the controversial nature of gun laws and how local governments have little to no control over those laws.

ALTERNATIVES: Not join the coalition.

HISTORY: In 2006, former New York City Mayor Michael Bloomberg and former Boston Mayor Thomas Menino founded Mayors against Illegal Guns as a coalition of 15 mayors. Since then, they have built a bipartisan group of more than 1,000 current and former mayors from nearly every state to advocate for common-sense gun laws. This coalition has been promoting and advocating for common-sense laws that reduce gun violence and save lives. For more information, please visit: <https://everytown.org/mayors/>.

ATTACHMENTS: [Resolution](#)
[Statement of Principles](#)

**CITY OF FIRCREST
RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN
THE MAYORS AGAINST ILLEGAL GUNS STATEMENT OF
PRINCIPLES.**

WHEREAS, 30,000 Americans across the country are killed every year as a result of gun violence – including 12,000 who are murdered – destroying families and communities in big cities and small towns; and

WHEREAS, as Mayors, we are duty-bound to do everything in our power to protect our residents, especially our children, from harm, and there is no greater threat to public safety than the threat of illegal guns. Now, Therefore,

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

Section 1. The City of Fircrest resolves to work together to find innovative new ways to advance the following principles:

- **Punish** – to the maximum extent of the law – criminals who possess, use, and traffic in illegal guns.
- **Target** and hold accountable irresponsible gun dealers who break the law by knowingly selling guns to straw purchasers.
- **Extend** background check requirements to all gun sales, including the private sales that take place between strangers online and at gun shows
- **Oppose** all federal efforts to restrict cities’ right to access, use, and share trace data that is so essential to effective enforcement, or to interfere with the ability of the bureau of alcohol, tobacco, firearms and explosives to combat illegal gun trafficking.
- **Work** to develop and use technologies that aid in the detection and tracing of illegal guns.
- **Support** all local, state, and federal legislation that targets illegal guns; coordinate legislative, enforcement, and litigation strategies; and share information and best practices.
- **Invite** other cities to join us in this national effort.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 27th day of February, 2018.

APPROVED:

Hunter T. George, Mayor

ATTEST:

Jessica Nappi, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney



MAYORS AGAINST ILLEGAL GUNS

STATEMENT OF PRINCIPLES

Whereas: 30,000 Americans across the country are killed every year as a result of gun violence – including 12,000 who are murdered – destroying families and communities in big cities and small towns; and

Whereas: As Mayors, we are duty-bound to do everything in our power to protect our residents, especially our children, from harm, and there is no greater threat to public safety than the threat of illegal guns;

Now, therefore, we resolve to work together to find innovative new ways to advance the following principles:

PUNISH – to the maximum extent of the law – criminals who possess, use, and traffic in illegal guns.

TARGET and hold accountable irresponsible gun dealers who break the law by knowingly selling guns to straw purchasers.

EXTEND background check requirements to all gun sales, including the private sales that take place between strangers online and at gun shows

OPPOSE all federal efforts to restrict cities' right to access, use, and share trace data that is so essential to effective enforcement, or to

interfere with the ability of the Bureau of Alcohol, Tobacco, Firearms and Explosives to combat illegal gun trafficking.

WORK to develop and use technologies that aid in the detection and tracing of illegal guns.

SUPPORT all local, state, and federal legislation that targets illegal guns; coordinate legislative, enforcement, and litigation strategies; and share information and best practices.

INVITE other cities to join us in this national effort.

TO JOIN MAYORS AGAINST ILLEGAL GUNS, please print and sign the statement below, and send a scanned copy to mayors@everytown.org or fax it to (917) 410-6932.

MAYOR'S SIGNATURE _____

DATE _____

MAYOR'S NAME

MAYOR'S MUNICIPALITY

MAYOR'S OFFICE ADDRESS

CITY, STATE, ZIP

MAYOR'S TELEPHONE

MAYOR'S EMAIL ADDRESS

STAFF MEMBER'S NAME

STAFF MEMBER'S TITLE

STAFF MEMBER'S TELEPHONE

STAFF MEMBER'S EMAIL ADDRESS

MAYORAL TERM – MM/DD/YYYY to MM/DD/YYYY

ELECTED AS – e.g. Rep., Dem., Ind., non-partisan