

**FIRCREST CITY COUNCIL
REGULAR MEETING AGENDA**

**TUESDAY, NOVEMBER 13, 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. Community Center and Pool Project
- 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. Administration
 - B. Environment, Planning and Building
 - C. Finance, IT, Facilities
 - D. Other Liaison Reports
- 7. CONSENT CALENDAR**
 - A. Approval of [vouchers](#)/payroll checks
 - B. Approval of minutes: [October 15, 2018 Special Meeting](#)
[October 22, 2018 Special Meeting](#)
[October 23, 2018 Regular Meeting](#)
- 8. PUBLIC HEARING 7:15 P.M.**
- 9. UNFINISHED BUSINESS**
 - A. [Ordinance No. 1622: Utility Billing Fee Adjustment – Title 17.04 \(Tabled 9/25/2018\)](#)
- 10. NEW BUSINESS**
 - A. [Ordinance: Adoption of Preliminary 2019 Budget As Adjusted](#)
 - B. [Ordinance: Accessory Dwelling Unit Utility Billing](#)
 - C. [Resolution: Databar Contract Agreement](#)
 - D. [Resolution: Planning and Building Fee Schedule](#)
 - E. [Resolution: WA Traffic Safety Commission](#)
 - F. [Resolution: Steilacoom Sleigh Contract](#)
 - G. [Resolution: South Sound 911 Technical Support Services Agreement](#)
 - H. [Resolution: Comfort, Davies and Smith, P.S. Contract Amendment](#)
- 11. CITY MANAGER COMMENTS**
 - A. Holiday Closures
 - B. City Council and Planning Commission 2019 Joint Meeting
- 12. DEPARTMENT HEAD COMMENTS**
- 13. COUNCILMEMBER COMMENTS**
- 14. EXECUTIVE SESSION**
- 15. ADJOURNMENT**

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

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Pay #	Paid On	Year	Trans	Vendor ID	Vendor	Amount	Memo
17941	11/13/2018	2018	7406	6904	A R C Architects Inc	59,928.87	P#54 Professional Services August 2018
	594 76 63 01		Other Improvements - Parks	001 000 576	General Fund	59,928.87	P#54 Pool And Rec Center Services 08/2018
17942	11/13/2018	2018	7406	6904	A R C Architects Inc	31,601.28	P#54 Professional Services September 2018
	594 76 63 01		Other Improvements - Parks	001 000 576	General Fund	31,601.28	P#54 Pool And Rec Center 09/2018
Total A R C Architects Inc						91,530.15	
17946	11/13/2018	2018	7407	7516	Archer Construction Inc	30,085.85	P#43 Retainage (Emerson St Sidewalk)
	595 61 63 02		Emerson Sidewalk Orchard To	101 000 542	City Street Fund	30,085.85	P#43 Retainage (Emerson St Sidewalk)
17897	11/13/2018	2018	7408	3933	Asphalt Patch System	4,922.50	Asphalt Patching - Various Locations
	542 30 48 01		Rep & Maint - Street Maint	101 000 542	City Street Fund	4,922.50	826 Monterey, Daniels Dr/Monterey, 1016 Corona, 501 Dartmouth, 613 Summit
17898	11/13/2018	2018	7408	3933	Asphalt Patch System	-16.67	Credit For Overpaid Tax On Invoice 45474
	594 31 63 00		Storm Improvements-Storm C	416 000 594	Storm Improvemen	-16.67	Credit For Overpaid Tax On Invoice 45474
Total Asphalt Patch System						4,905.83	
17846	11/13/2018	2018	7409	1133	Bauer, Rudiger	88.10	01-01270.1 - 101 SUMMIT AVE
	343 10 00 00		Storm Drain Fees & Charges	415 000 340	Storm Drain	-19.65	
	343 40 00 00		Sale Of Water	425 000 340	Water Fund (depar	-20.82	
	343 50 00 00		Sewer Revenues	430 000 340	Sewer Fund (depar	-47.63	
17914	11/13/2018	2018	7410	5428	Boers, Jeff	1,105.00	Land Use Consulting - October 2018 (13 Hrs)
	558 60 41 00		Prof Svcs - Planning	001 000 558	General Fund	1,105.00	Land Use Consulting 10/2018 13 Hrs
17863	11/13/2018	2018	7411	1411	Bush, Theresa	21.48	02-01240.7 - 216 CONTRA COSTA AVE
	343 10 00 00		Storm Drain Fees & Charges	415 000 340	Storm Drain	-8.61	
	343 40 00 00		Sale Of Water	425 000 340	Water Fund (depar	-7.98	
	343 50 00 00		Sewer Revenues	430 000 340	Sewer Fund (depar	-4.89	
17891	11/13/2018	2018	7412	6018	Canon Financial Services Inc	13.63	Contract Charges October 2018
	521 22 45 00		Oper Rentals - Copier - Police	001 000 521	General Fund	13.63	Faxboard 10/2018

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17892	11/13/2018	2018	7412	6018	Canon Financial Services Inc	244.61	Contract Charges October 2018
	521 22 45 00				Oper Rentals - Copier - Police 001 000 521 General Fund	244.61	Copier 10/2018
17893	11/13/2018	2018	7412	6018	Canon Financial Services Inc	563.79	Copier Contract Charges October 2018
	512 50 45 00				Oper Rentals - Copier - Court 001 000 512 General Fund	140.95	Court Copier Rental 10/2018
	518 10 45 00				Oper Rentals - Copier - Non D 001 000 518 General Fund	140.95	CH Copier Rental 10/2018
	531 50 45 00				Oper Rentals - Copier - Storm 415 000 531 Storm Drain	35.24	PW Copier Rental 10/2018
	534 10 45 02				Oper Rentals - Copier - Water 425 000 534 Water Fund (depar	35.24	PW Copier Rental 10/2018
	535 10 45 00				Oper Rentals - Copier - Sewer 430 000 535 Sewer Fund (depar	35.23	PW Copier Rental 10/2018
	542 30 45 00				Oper Rentals - Copier - Street 101 000 542 City Street Fund	35.24	PW Copier Rental 10/2018
	571 10 45 01				Oper Rentals - Copier - Rec 001 000 571 General Fund	126.85	Rec Copier Rental 10/2018
	576 80 45 00				Oper Rentals - Copier - Parks 001 000 576 General Fund	14.09	Parks Copier Rental 10/2018
Total Canon Financial Services Inc						822.03	
17911	11/13/2018	2018	7413	7374	Celis, Victor	15.05	Employee Reimbursement - Gas #60943D
	548 65 31 08				Police Gas 501 000 548 Equipment Rental l	15.05	#60943D Gas
17856	11/13/2018	2018	7414	3994	CenturyLink	448.79	Circuit Line / PRI Line October 2018
	518 10 42 00				Communication - Non Dept 001 000 518 General Fund	448.79	10/2018
17889	11/13/2018	2018	7414	3994	CenturyLink	66.99	Public Works DSL / Telemetry November 2018
	534 10 42 00				Communication - Water 425 000 534 Water Fund (depar	33.50	PW DSL / Telemetry 11/2018
	535 10 42 01				Communication - Sewer 430 000 535 Sewer Fund (depar	33.49	PW DSL / Telemetry 11/2018
17890	11/13/2018	2018	7414	3994	CenturyLink	378.56	Primary 911, Message Line And Building Alarms November 2018
	518 10 42 00				Communication - Non Dept 001 000 518 General Fund	63.09	CH Primary 911 11/2018
	518 10 42 00				Communication - Non Dept 001 000 518 General Fund	63.09	CH Message Line 11/2018
	518 10 42 00				Communication - Non Dept 001 000 518 General Fund	63.09	CH Alarm 11/2018
	531 50 42 00				Communication - Storm 415 000 531 Storm Drain	31.55	PW Alarm And Primary 911 11/2018
	534 10 42 00				Communication - Water 425 000 534 Water Fund (depar	31.55	PW Alarm And Primary 911 11/2018
	535 10 42 01				Communication - Sewer 430 000 535 Sewer Fund (depar	31.55	PW Alarm And Primary 911 11/2018
	542 30 42 00				Communication - Street 101 000 542 City Street Fund	31.55	PW Alarm And Primary 911 11/2018
	576 80 42 00				Communication - Parks 001 000 576 General Fund	63.09	Rec Center Alarm 11/2018
Total CenturyLink						894.34	
17875	11/13/2018	2018	7415	7088	Certified Laboratories	522.79	Aerosol Spray Cans For Bee Control - 2 Dozen

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531 50 31 02					Oper Supplies - Storm	415 000 531	Storm Drain
						174.26	Aerosol Spray Cans For Bee Control
534 50 31 01					Oper Supplies - Water Maint	425 000 534	Water Fund (depar
						174.27	Aerosol Spray Cans For Bee Control
535 50 31 01					Oper Supplies - Sewer Maint	430 000 535	Sewer Fund (depar
						174.26	Aerosol Spray Cans For Bee Control
17865	11/13/2018	2018	7416	331	Cheesman, John G	116.97	Sargeant Oral Board Lunch - 6 People
521 10 49 01					Meals-Other Than Travel/Trair	001 000 521	General Fund
						116.97	Sargeant Oral Board Lunch - 6 People
17837	11/13/2018	2018	7417	4322	City of Tacoma - Utilities	2,412.64	Power - Various Locations October 2018
534 80 47 01					Utility Services/Pumping	425 000 534	Water Fund (depar
						1,764.66	Wells #6, 7, 8, High/Low Water Tank, Weathervane Booster 10/2018
534 80 47 01					Utility Services/Pumping	425 000 534	Water Fund (depar
						123.79	Surface Water 09/2018 & 10/2018
535 80 47 01					Utility Services/Pumping	430 000 535	Sewer Fund (depar
						491.30	Pump #3, W Creek, Commons And Alameda Pumps
542 30 47 03					Electricity/Traffic Lights	101 000 542	City Street Fund
						21.11	40th/Alameda Signal 10/2018
542 63 47 00					Electricity/Street Lights	101 000 542	City Street Fund
						11.78	5200 Emerson Lights 10/2018
17931	11/13/2018	2018	7418	6685	Cleanstart LLC	2,400.35	Monthly Cleaning Services October And November 2018
518 30 41 01					Contract Maintenance	001 000 518	General Fund
						2,400.35	Cleaning Services 10/2018 & 11/2018
17906	11/13/2018	2018	7419	6203	Code Mechanical Inc	720.94	Evaporator Unit Repair - Public Works
518 30 48 03					Rep & Maint - PW	001 000 518	General Fund
						720.94	Diagnosed And Replaced Sensors On Evaporator Unit
17921	11/13/2018	2018	7420	3555	Code Publishing Co	828.78	Municipal Code Update 10/17/18
511 60 49 03					Codification Costs	001 000 511	General Fund
						828.78	Ordinanace #'s 1618-1621, 1623 & 1625
17907	11/13/2018	2018	7421	7918	Contreras, Alejandra	120.00	Spanish Interpreting (2 Hrs)
512 50 41 03					Prof Srvs - Interpreter	001 000 512	General Fund
						120.00	Spanish Interpreting (2 Hrs)
17853	11/13/2018	2018	7422	3573	Copiers Northwest Inc	80.97	Copier Usage - Police (9/4/18-10/3/18)
521 22 45 00					Oper Rentals - Copier - Police	001 000 521	General Fund
						80.97	Copier Usage - Police 09/2018
17871	11/13/2018	2018	7422	3573	Copiers Northwest Inc	651.71	Copier Usage (9/18/18-10/17/18) - City Hall, Court, Parks/Rec And Public Works

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					512 50 45 00 Oper Rentals - Copier - Court	001 000 512 General Fund	24.40 Copier Usage - Court 09/2018
					518 10 45 00 Oper Rentals - Copier - Non Dr	001 000 518 General Fund	387.61 Copier Usage - CH 09/2018
					531 50 45 00 Oper Rentals - Copier - Storm	415 000 531 Storm Drain	41.67 Copier Usage - PW 09/2018
					534 10 45 02 Oper Rentals - Copier - Water	425 000 534 Water Fund (depar	41.67 Copier Usage - PW 09/2018
					535 10 45 00 Oper Rentals - Copier - Sewer	430 000 535 Sewer Fund (depar	41.67 Copier Usage - PW 09/2018
					542 30 45 00 Oper Rentals - Copier - Street	101 000 542 City Street Fund	41.67 Copier Usage - PW 09/2018
					571 10 45 01 Oper Rentals - Copier - Rec	001 000 571 General Fund	65.73 Copier Usage - Rec 09/2018
					576 80 45 00 Oper Rentals - Copier - Parks	001 000 576 General Fund	7.29 Copier Usage - Parks 09/2018
17896	11/13/2018	2018	7422	3573	Copiers Northwest Inc	197.10	Monthly Rental (November 2018) And Usage (October 2018) - Police
					521 22 45 00 Oper Rentals - Copier - Police	001 000 521 General Fund	197.10 Rental 11/2018 And Usage 10/2018
					Total Copiers Northwest Inc	929.78	
17940	11/13/2018	2018	7423	363	Corcoran, Colleen T	134.83	Employee Reimbursement - 3rd Quarter Wellness Lunch Supplies
					517 90 31 01 Health Program - Supplies	001 000 517 General Fund	134.83 3rd Quarter Wellness Lunch Supplies
17884	11/13/2018	2018	7424	7802	Core & Main LP	241.66	Supplies For Well #8 Repiping Injection Site
					534 50 31 01 Oper Supplies - Water Maint	425 000 534 Water Fund (depar	241.66 Pipe, Gaskets, Bolt / Nut Kit
17843	11/13/2018	2018	7425	3587	DG Construction, Darin J Gago	2,198.00	P#50 - Driveway And Sidewalk Repair
					535 50 48 00 Rep & Maint - Sewer Maint	430 000 535 Sewer Fund (depar	1,000.00 Sidewalk Repair Due To Sewer Repair
					594 35 63 01 Other Improvements Sewer Ca	432 000 594 Sewer Improvemer	1,198.00 P#50 - Driveway Repair On Drake / Farallone
17847	11/13/2018	2018	7426	8316	Dames Ryan, Julie A	119.00	Employee Reimbursement October 2018
					513 10 49 01 Reg & Tuition - Admin	001 000 513 General Fund	119.00 Grantwriting A TO Z Class - J. Ryan
17858	11/13/2018	2018	7427	3589	Databar Inc	2,135.27	Billing Statements, Postage And Insert Town Topics October 2018
					518 10 49 01 Town Topics/Citizen Commun	001 000 518 General Fund	49.48 Town Topics Insert 10/2018
					531 50 42 01 Postage - Storm	415 000 531 Storm Drain	266.47 Utility Billing Postage 10/2018
					531 50 49 06 Mailing Service - Storm	415 000 531 Storm Drain	428.80 Utility Billing 10/2018
					534 10 42 01 Postage - Water	425 000 534 Water Fund (depar	266.46 Utility Billing Postage 10/2018
					534 10 49 06 Mailing Service - Water	425 000 534 Water Fund (depar	428.80 Utility Billing 10/2018
					535 10 42 02 Postage - Sewer	430 000 535 Sewer Fund (depar	266.46 Utility Billing Postage 10/2018
					535 10 49 05 Mailing Service - Sewer	430 000 535 Sewer Fund (depar	428.80 Utility Billing 10/2018

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17881	11/13/2018	2018	7427	3589	Databar Inc	370.51	Town Topics Mailing And Postage October 2018
	518 10 49 01				Town Topics/Citizen Commun 001 000 518 General Fund	370.51	Town Topics Mailing And Postage 10/2018
17939	11/13/2018	2018	7427	3589	Databar Inc	65.00	Revision To Utility Statement Backer
	531 50 49 06				Mailing Service - Storm 415 000 531 Storm Drain	21.66	Revision To Utility Statement Backer
	534 10 49 06				Mailing Service - Water 425 000 534 Water Fund (depar	21.67	Revision To Utility Statement Backer
	535 10 49 05				Mailing Service - Sewer 430 000 535 Sewer Fund (depar	21.67	Revision To Utility Statement Backer
					Total Databar Inc	2,570.78	
17838	11/13/2018	2018	7428	5758	Davis, Jonathan E	40.18	05-01180.5 - 1246 FARALLONE AVE
	343 10 00 00				Storm Drain Fees & Charges 415 000 340 Storm Drain	-11.95	
	343 40 00 00				Sale Of Water 425 000 340 Water Fund (depar	-10.99	
	343 50 00 00				Sewer Revenues 430 000 340 Sewer Fund (depar	-17.24	
17902	11/13/2018	2018	7429	8329	Debra Seitz, Joan Gravseth	100.00	Refund Rental Deposit R#36098 10/13/18
	586 00 00 00				Deposit Refunds 001 000 580 General Fund	100.00	Refund Rental Deposit R#36098 10/13/18
17944	11/13/2018	2018	7430	3596	Dept Of Health	49,745.15	DWSRF 2018 Payment - Loan #01-65101-007 (Drinking Water State Revolving Fund)
	591 34 78 00				Principal Loan Payment - Water 425 000 580 Water Fund (depar	44,217.91	DWSRF - Loan Payment Principal 2018
	592 34 83 00				Interest - Water 425 000 591 Water Fund (depar	5,527.24	DWSRF - Loan Payment Interest 2018
17894	11/13/2018	2018	7405	4310	Dept Of Revenue-EXCISE TAX	15,270.58	October 2018 Excise Taxes
	521 22 31 00				Office & Oper Sup - Police 001 000 521 General Fund	24.26	10/2018
	531 50 53 00				Excise Tax - Storm 415 000 531 Storm Drain	1,222.21	10/2018
	534 10 53 00				Excise Tax - Water 425 000 534 Water Fund (depar	7.40	10/2018
	534 10 53 00				Excise Tax - Water 425 000 534 Water Fund (depar	9,407.17	10/2018
	535 10 53 00				Excise Tax - Sewer 430 000 535 Sewer Fund (depar	4,568.06	10/2018
	571 20 53 00				Excise Tax - Participation Fees 001 000 571 General Fund	41.48	10/2018
17937	11/13/2018	2018	7431	4858	Ewing Irrigation Products Inc	28.47	Parts For Repair To Wells #8 And #4
	534 50 31 01				Oper Supplies - Water Maint 425 000 534 Water Fund (depar	28.47	PVC Caps, Coupling, Cement

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17880	11/13/2018	2018	7432	3638	Fircrest Golf Club	1,268.75	Golf Tank Land Rental November 2018
	534 10 45 01				Land Rental/Water Tank	425 000 534 Water Fund (depart	1,268.75 Golf Tank Land Rental 11/2018
17909	11/13/2018	2018	7433	3642	Flags A' Flying LLC	143.02	State Flags For Alice Peers Park And Rec Center
	518 30 31 01				Oper Sup/Rec Bldg	001 000 518 General Fund	143.02 State Flags For Alice Peers Park And Rec Center
17888	11/13/2018	2018	7434	3666	Grainger Inc, Dept 826129041	37.91	Eye Wash Bottles For Public Works
	518 30 31 03				Oper Sup/PWF	001 000 518 General Fund	37.91 Eye Wash Bottles - PW
17934	11/13/2018	2018	7435	6774	Greenleaf Landscaping 1 Inc	1,978.20	Added Landscape At 1106 Regents Blvd - Installed Seed, Fertilizer, Turf Mulch And Water In
	531 50 48 00				Rep & Maint - Storm	415 000 531 Storm Drain	1,978.20 Added Landscaping At 1106 Regents Blvd
17935	11/13/2018	2018	7435	6774	Greenleaf Landscaping 1 Inc	703.36	Monthly Landscape Maintenance Services October And November 2018
	542 30 48 01				Rep & Maint - Street Maint	101 000 542 City Street Fund	703.36 Monthly Landscape Maintenance 10/2018 & 11/2018
					Total Greenleaf Landscaping 1 Inc	2,681.56	
17933	11/13/2018	2018	7436	313	Haupt, David N	1,210.82	SAA #1664 Replacement Firewall Unit
	518 81 35 00				Small Tools & Equip - I/S	001 000 518 General Fund	1,210.82 SAA #1664 Replacement Firewall Unit
17842	11/13/2018	2018	7437	3692	Home Depot Credit Services	59.38	Supplies - Meter Repair And Paint Machine Repair
	534 50 31 01				Oper Supplies - Water Maint	425 000 534 Water Fund (depart	52.22 Water Meter Repair At House - Panorama/Claremont
	542 30 35 00				Small Tools & Equip-St Reg	101 000 542 City Street Fund	7.16 2 - 5 Gallon Buckets To Winterize Paint Machine
17886	11/13/2018	2018	7437	3692	Home Depot Credit Services	28.95	Well Parts For Fixing Injection
	534 50 31 01				Oper Supplies - Water Maint	425 000 534 Water Fund (depart	28.95 MIP, Tee, Tubing, Plugs, Hardware
17938	11/13/2018	2018	7437	3692	Home Depot Credit Services	30.69	Parts For Well Repairs
	534 50 31 01				Oper Supplies - Water Maint	425 000 534 Water Fund (depart	30.69 Poly Tube, Cable Clamps, PVC Pipe, Tees And Adapters
					Total Home Depot Credit Services	119.02	
17929	11/13/2018	2018	7438	4131	Humane Society - Tacoma	415.98	Boarding Contract November 2018

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	554 30 41 00				Animal Control	001 000 554 General Fund	415.98 Boarding Contract 11/2018
17928	11/13/2018	2018	7439	7524	Hunt, David	29.50	Library Reimbursement 1/2 Year
	572 21 49 00				Library Services	001 000 572 General Fund	29.50 Library Reimbursement 1/2 Year
17887	11/13/2018	2018	7440	1813	Jones, Steve	29.50	Library Reimbursement 1/2 Year
	572 21 49 00				Library Services	001 000 572 General Fund	29.50 Library Reimbursement 1/2 Year
17855	11/13/2018	2018	7441	8326	Joseph W. Duffy	800.00	Arbitration Hearing For Guild Grievance October 2018
	521 22 41 00				Prof. Services/Consulting	001 000 521 General Fund	800.00 Arbitration Hearing For Guild Grievance 10/2018
17854	11/13/2018	2018	7442	6277	Knight, Thomas	43.14	01-01420.0 - 331 SUMMIT AVE
	343 10 00 00				Storm Drain Fees & Charges	415 000 340 Storm Drain	-13.44
	343 40 00 00				Sale Of Water	425 000 340 Water Fund (depar	-14.20
	343 50 00 00				Sewer Revenues	430 000 340 Sewer Fund (depar	-15.50
17905	11/13/2018	2018	7443	7370	Laudy, Geert-Jan	40.00	Refund Of Basketball Fees - Registered For Wrong League
	347 60 00 01				Youth Basketball Registration	001 000 340 General Fund	-40.00 Refund Of Basketball Fees - Registered For Wrong League
17885	11/13/2018	2018	7444	3791	Lowe's Company-#338954	39.83	Parts For Well #4 Repiping Chlorine
	534 50 31 01				Oper Supplies - Water Maint	425 000 534 Water Fund (depar	39.83 Tubing, MIP, Silicone Grease, Tee
17908	11/13/2018	2018	7444	3791	Lowe's Company-#338954	28.20	Stud Sensor And Battery
	518 30 35 00				Small Tools & Equip-Fac	001 000 518 General Fund	28.20 Stud Sensor And Battery
17936	11/13/2018	2018	7444	3791	Lowe's Company-#338954	24.03	Painter's Plastic And Pry Bar
	518 30 31 04				Oper Sup/CH	001 000 518 General Fund	12.54 Painter's Plastic - CH
	518 30 35 00				Small Tools & Equip-Fac	001 000 518 General Fund	11.49 Pry Bar - Facilities
					Total Lowe's Company-#338954		92.06
17839	11/13/2018	2018	7445	318	Maenhout, Sherry L	105.93	Employee Reimbursement October 2018

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	521 22 49 07				Community Outreach	001 000 521	General Fund	105.93	Halloween Candy For Community Policing - 7 Bags
17859	11/13/2018	2018	7446	5234	Mallouf, Mike	414.00	Men's 4x4 Basketball Scorekeeper (34.5 Hrs)		
	571 20 41 01				Referees/Basketball	001 000 571	General Fund	414.00	Men's 4x4 Basketball Scorekeeper
17876	11/13/2018	2018	7447	6639	McClain's Soil Supply	297.27	P#50 TopSoil For Yard Repairs On Arondale / Regents		
	594 31 63 00				Storm Improvements-Storm C	416 000 594	Storm Improvemen	148.63	P#50 TopSoil For Yard Repairs On Arondale / Regents
	595 32 63 01				Street Improvements	101 000 542	City Street Fund	148.64	TopSoil For Yard Repairs On Arondale / Regents
17836	11/13/2018	2018	7448	2417	Milare, Rena	327.23	05-01270.5 - 1213 FARALLONE AVE		
	343 10 00 00				Storm Drain Fees & Charges	415 000 340	Storm Drain	-75.81	
	343 40 00 00				Sale Of Water	425 000 340	Water Fund (depar	-78.35	
	343 50 00 00				Sewer Revenues	430 000 340	Sewer Fund (depar	-173.07	
17848	11/13/2018	2018	7449	6589	Murray, Smith & Associates Inc	1,879.50	P#50 Drake St Liftstation September 2018		
	594 35 63 03				Project Engineering Sewer Cap	432 000 594	Sewer Improvemer	1,879.50	P#50 Drake St Liftstation 09/2018
17925	11/13/2018	2018	7450	7635	Nappi, Jessica	25.00	Gym Fees Reimbursement November 2018		
	513 10 20 00				Personnel Benefits	001 000 513	General Fund	16.75	Gym Fees Reimbursement 11/2018
	518 11 20 00				Personnel Benefits - Personnel	001 000 518	General Fund	8.25	Gym Fees Reimbursement 11/2018
17861	11/13/2018	2018	7451	3910	Office Depot	33.67	Award Plaques For Employee Recognition 4th Quarter 2018		
	518 11 31 00				Office & Oper Sup-Personnel	001 000 518	General Fund	33.67	Award Plaques For Employee Recognition
17918	11/13/2018	2018	7452	2371	Ogg, Sandra J.	59.00	Library Reimbursement 1 Year		
	572 21 49 00				Library Services	001 000 572	General Fund	59.00	Library Reimbursement 1 Year
17882	11/13/2018	2018	7453	3929	Owen Equipment Company	515.67	#13403D 8x6 Debris Hose For Vactor Truck		
	548 65 48 12				O & M - Street	501 000 548	Equipment Rental l	64.46	#13403D 8x6 Debris Hose
	548 65 48 13				O & M - Storm	501 000 548	Equipment Rental l	64.45	#13403D 8x6 Debris Hose
	548 65 48 14				O & M - Wtr/Swr	501 000 548	Equipment Rental l	386.76	#13403D 8x6 Debris Hose

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17926	11/13/2018	2018	7455	3957	PC Budget & Finance	445.68	Pierce County Printing Services October 2018
	512 50 31 00		Office & Oper Sup-Court	001 000 512	General Fund	445.68	Order Of Release, Payment Plan, Advice Of Rights
17943	11/13/2018	2018	7455	3957	PC Budget & Finance	379.46	3rd Quarter 2018 Liquor Tax
	566 66 49 00		Substance Abuse Fee	001 000 566	General Fund	379.46	3rd Qtr 2018 Liquor Tax
Total PC Budget & Finance						825.14	
17879	11/13/2018	2018	7454	3958	PC Budget & Finance - Jail	1,396.70	September 2018 - Jail Services
	523 60 50 01		Jail	001 000 523	General Fund	1,396.70	09/2018 - 5 Bookings, 12 Daily, 1 SIP
17903	11/13/2018	2018	7456	8330	Parkins, Judy	100.00	Refund Rental Deposit R#36111 10/13/18
	586 00 00 00		Deposit Refunds	001 000 580	General Fund	100.00	Refund Rental Deposit R#36111 10/13/18
17904	11/13/2018	2018	7457	8331	Perez, Richelle	100.00	Refund Rental Deposit R#36079 10/13/18
	586 00 00 00		Deposit Refunds	001 000 580	General Fund	100.00	Refund Rental Deposit R#36079 10/13/18
17895	11/13/2018	2018	7458	3955	Petrocard Systems Inc	400.05	Gas / Fuel October 2018
	548 65 31 12		Street Gas	501 000 548	Equipment Rental I	119.57	#25838D Fuel 10/2018
	548 65 31 13		Storm Gas	501 000 548	Equipment Rental I	280.48	#60915D Fuel 10/2018
17867	11/13/2018	2018	7459	8123	Potts, Samuel A.	133.08	Spanish Interpreting (2 Hrs Plus Mileage)
	512 50 41 03		Prof Svcs - Interpreter	001 000 512	General Fund	133.08	Spanish Interpreting - 2 Hrs Plus Mileage
17852	11/13/2018	2018	7460	6962	Price, Gilbert	59.00	Library Reimbursement 1 Year
	572 21 49 00		Library Services	001 000 572	General Fund	59.00	Library Reimbursement 1 Year
17916	11/13/2018	2018	7461	4828	Protect Youth Sports	19.90	Background Checks - Court
	518 11 41 00		Prof Svcs - Personnel	001 000 518	General Fund	19.90	Court Clerks - S. Robinson, K. Voelker

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17919	11/13/2018	2018	7462	3986	Puget Sound Energy, BOT-01H	93.28	PSE Gas - City Hall October 2018
	518 30 47 00				Public Utility Services - City H 001 000 518 General Fund	93.28	Gas - CH 10/2018
17920	11/13/2018	2018	7462	3986	Puget Sound Energy, BOT-01H	359.24	PSE Gas - Rec Center October 2018
	576 80 47 00				Public Utility Services - Parks/ 001 000 576 General Fund	359.24	Gas - Rec 10/2018
17922	11/13/2018	2018	7462	3986	Puget Sound Energy, BOT-01H	43.90	PSE Gas - Public Works October 2018
	531 50 47 02				Public Utility Services/Bldg - S 415 000 531 Storm Drain	10.97	Gas - PW 10/2018
	534 10 47 00				Utility Services/Building - Wat 425 000 534 Water Fund (depar	10.98	Gas - PW 10/2018
	535 10 47 00				Utility Services/Building - Sew 430 000 535 Sewer Fund (depar	10.98	Gas - PW 10/2018
	542 30 47 02				Electricity & Gas/Bldg - Street 101 000 542 City Street Fund	10.97	Gas - PW 10/2018
Total Puget Sound Energy, BOT-01						496.42	
17913	11/13/2018	2018	7463	5710	Rainier Connect, Mashell Telecom	99.95	Internet Access Monthly Fee (November 2018)
	518 81 42 00				Communication - I/S 001 000 518 General Fund	99.95	Internet 11/2018
17870	11/13/2018	2018	7464	7665	Reed, Taylor	63.72	01-01340.5 - 149 SUMMIT AVE
	343 10 00 00				Storm Drain Fees & Charges 415 000 340 Storm Drain	-43.58	
	343 40 00 00				Sale Of Water 425 000 340 Water Fund (depar	21.50	
	343 50 00 00				Sewer Revenues 430 000 340 Sewer Fund (depar	-41.64	
17862	11/13/2018	2018	7465	5561	Robinson, Valorie	59.00	Library Reimbursement 1 Year
	572 21 49 00				Library Services 001 000 572 General Fund	59.00	Library Reimbursement 1 Year
17845	11/13/2018	2018	7466	5025	Rollins, Trinity	147.16	12-00860.7 - 4519 62ND AVE W
	343 50 00 00				Sewer Revenues 430 000 340 Sewer Fund (depar	-147.16	
17912	11/13/2018	2018	7467	4026	S & B Inc	660.00	SCADA System Improvements And Field Service
	534 50 48 01				Rep & Maint - Water Maint 425 000 534 Water Fund (depar	660.00	SCADA System Improvements And Field Service
17860	11/13/2018	2018	7468	8327	Sally Nelson	59.00	Library Reimbursement 1 Year
	572 21 49 00				Library Services 001 000 572 General Fund	59.00	Library Reimbursement 1 Year

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17923	11/13/2018	2018	7469	4035	Sarco Supply	224.45	Supplies For Rec, Public Works And City Hall
518 30 31 01	Oper Sup/Rec Bldg			001 000 518	General Fund	176.16	Toilet Paper, Paper Towels, Soap Dispenser And Disinfectant - Rec
518 30 31 03	Oper Sup/PWF			001 000 518	General Fund	38.41	Paper Towels - PW
518 30 31 04	Oper Sup/CH			001 000 518	General Fund	9.88	Black Nitrile Gloves - CH
17930	11/13/2018	2018	7470	6088	Sentinel Pest Control Inc	192.33	Pest Control October 2018
531 50 48 00	Rep & Maint - Storm			415 000 531	Storm Drain	48.08	Pest Control 10/2018
534 50 48 01	Rep & Maint - Water Maint			425 000 534	Water Fund (depar	48.08	Pest Control 10/2018
535 50 48 00	Rep & Maint - Sewer Maint			430 000 535	Sewer Fund (depar	48.09	Pest Control 10/2018
542 30 48 01	Rep & Maint - Street Maint			101 000 542	City Street Fund	48.08	Pest Control 10/2018
17857	11/13/2018	2018	7471	7308	SiteCrafting Inc	99.00	Cityoffircrest.net Monthly Hosting 10/15/18
518 81 41 02	Web Design & Maintenance			001 000 518	General Fund	99.00	Cityoffircrest.net 10/15/18
17841	11/13/2018	2018	7472	228	Smith, Michael B	1,011.30	Employee Reimbursement October 2018
515 30 31 00	Publications			001 000 515	General Fund	35.00	Legal Notes WSAMA Fall Conference - M. Smith, City Attorney
515 30 43 00	Travel - Legal			001 000 515	General Fund	741.30	Mileage, Lodging And Meals For WSAMA Fall Conference - M. Smith, City Attorney
515 30 49 01	Reg & Tuition - Legal			001 000 515	General Fund	235.00	Registration WSAMA Fall Conference - M. Smith, City Attorney
17899	11/13/2018	2018	7473	4690	Sound Inspections LLC	1,761.98	Inspection Schedule October 2018
524 20 41 01	Bldg Inspec/Plan Review			001 000 524	General Fund	1,761.98	Inspections, Mileage And Phone Calls 10/2018
17915	11/13/2018	2018	7474	2060	Stenseng, Bjorn	59.00	Library Reimbursement 1 Year
572 21 49 00	Library Services			001 000 572	General Fund	59.00	Library Reimbursement 1 Year
17932	11/13/2018	2018	7475	4328	Systems for Public Safety Inc	26.38	6 Carbon Monoxide Detectors Installed In Police SUV's
548 65 48 08	O & M - Police			501 000 548	Equipment Rental l	26.38	6 Carbon Monoxide Detectors Installed In Police SUV's

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17877	11/13/2018	2018	7476	5059	T & T Tire Factory	52.98	#62853D Oil Change Service
	548 65 48 05	O & M - Non-Dept.		501 000 548	Equipment Rental I	52.98	#62853D Oil Change Service
17883	11/13/2018	2018	7477	4135	Tacoma Screw Products Inc	48.11	Ear Plugs And Flat Washers
	535 50 31 01	Oper Supplies - Sewer Maint		430 000 535	Sewer Fund (depar	48.11	Ear Plugs And Flat Washers
17849	11/13/2018	2018	7478	4139	Tapco Visa Card	895.50	CDBI Animated Light Set - Santa Cop With Elf And Cop Car
	521 22 49 05	Reimbursable Programs		001 000 521	General Fund	895.50	CDBI Animated Light Set - Santa Cop With Elf And Cop Car
17850	11/13/2018	2018	7478	4139	Tapco Visa Card	260.45	SAA #1663 LG 29" Monitor For Accountant 1
	514 23 35 00	Small Tools & Equip - Finance		001 000 514	General Fund	260.45	SAA #1663 LG 29" Monitor For Accountant 1
17851	11/13/2018	2018	7478	4139	Tapco Visa Card	465.26	2 Koala Kare Baby Changing Stations For Public Restrooms - CH
	518 30 31 04	Oper Sup/CH		001 000 518	General Fund	465.26	2 Koala Kare Baby Changing Stations For Public Restrooms - CH
17868	11/13/2018	2018	7478	4139	Tapco Visa Card	149.00	For The Record Software - Council Audio
	511 60 35 00	Small Tools & Equip - Legislat		001 000 511	General Fund	149.00	FTR Software - Council Audio
17869	11/13/2018	2018	7478	4139	Tapco Visa Card	144.00	SoundCloud Pro Service - Council Audio
	511 60 35 00	Small Tools & Equip - Legislat		001 000 511	General Fund	144.00	SoundCloud Pro Service - Council Audio
17900	11/13/2018	2018	7478	4139	Tapco Visa Card	352.19	Halloween Supplies And Candy For Haunted Trails And Pumpkin Patch
	573 90 49 01	Community Events		001 000 573	General Fund	352.19	Candy And Supplies For Haunted Trails And Pumpkin Patch
17910	11/13/2018	2018	7478	4139	Tapco Visa Card	10.37	Shipping Charges For Court Laptop
	518 10 42 01	Postage - Non-Dept		001 000 518	General Fund	10.37	Shipping Charges For Court Laptop
17924	11/13/2018	2018	7478	4139	Tapco Visa Card	60.00	Good To Go Funds Replenishment 11/02/18
	521 22 43 00	Travel - Police		001 000 521	General Fund	60.00	Good To Go Funds Replenishment
Total Tapco Visa Card						2,336.77	
17844	11/13/2018	2018	7479	8003	Tsukamoto, Gale	29.50	Library Reimbursement 1/2 Year
	572 21 49 00	Library Services		001 000 572	General Fund	29.50	Library Reimbursement 1 Year

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17840	11/13/2018	2018	7480	4161	Turco, Barbara J	59.00	Library Reimbursement - 1 Year
	572 21 49 00		Library Services		001 000 572 General Fund	59.00	Library Reimbursement 1 Year
17864	11/13/2018	2018	7481	4171	Union 76 Infinium Stop	64.32	#52951 & #66367 Fuel / Gas August 2018
	548 65 31 08		Police Gas		501 000 548 Equipment Rental I	64.32	#52951 & #66367 Fuel/Gas 08/2018
17874	11/13/2018	2018	7482	4178	University Place Refuse Inc	253.50	Yard Waste Container Rental (9/14/18-10/05/18)
	542 30 47 01		Dumping Fees - Street		101 000 542 City Street Fund	253.50	Yard Waste Container Rental 09/2018
17878	11/13/2018	2018	7483	4179	Unum Life Insurance Company of A	46.80	Retired Benefits November 2018
	521 22 20 02		LEOFF I Long Term Care Prer		001 000 521 General Fund	46.80	Retired Benefits 11/2018
17927	11/13/2018	2018	7484	4180	Utilities Underground	30.80	October 2018 Locates
	534 10 49 00		Miscellaneous - Water		425 000 534 Water Fund (depar	15.40	Locates 10/2018
	535 10 49 00		Miscellaneous - Sewer		430 000 535 Sewer Fund (depar	15.40	Locates 10/2018
17917	11/13/2018	2018	7484	4180	Utilities Underground	43.12	September 2018 Locates
	534 10 49 00		Miscellaneous - Water		425 000 534 Water Fund (depar	21.56	Locates 09/2018
	535 10 49 00		Miscellaneous - Sewer		430 000 535 Sewer Fund (depar	21.56	Locates 09/2018
Total Utilities Underground						73.92	
17866	11/13/2018	2018	7485	4188	Verizon Wireless LLC	368.04	Share Plan (14 Phones) Plus Mobile Broadband Unlimited October 2018
	513 10 42 00		Communication - Admin		001 000 513 General Fund	75.76	City Manager 10/2018
	518 30 42 00		Communication - Fac/Equip		001 000 518 General Fund	39.42	Facilities And Custodian 10/2018
	521 22 42 00		Communication - Police		001 000 521 General Fund	40.01	Chief Mobile Broadband 10/2018
	521 22 42 00		Communication - Police		001 000 521 General Fund	198.13	Chief, Sargeant And 7 Officers 10/2018
	576 80 42 00		Communication - Parks		001 000 576 General Fund	14.72	Parks Maintenance 10/2018
17872	11/13/2018	2018	7485	4188	Verizon Wireless LLC	-1.72	Credit Memo - G. Mims Old Account
	518 30 42 00		Communication - Fac/Equip		001 000 518 General Fund	-1.72	Credit Memo - G. Mims Old Account

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					Total Verizon Wireless LLC	366.32	
17945	11/13/2018	2018	7486	3645	WEX BANK, Wright Express FSC	3,127.52	Gas / Fuel October 2018
	548 65 31 05				Non-Dept Gas 501 000 548 Equipment Rental l	28.34	Gas / Fuel 10/2018
	548 65 31 06				Facilities Gas 501 000 548 Equipment Rental l	83.43	Gas / Fuel 10/2018
	548 65 31 06				Facilities Gas 501 000 548 Equipment Rental l	59.31	Gas / Fuel 10/2018
	548 65 31 08				Police Gas 501 000 548 Equipment Rental l	1,878.74	Gas / Fuel 10/2018
	548 65 31 11				Parks/Rec Gas 501 000 548 Equipment Rental l	62.08	Gas / Fuel 10/2018
	548 65 31 11				Parks/Rec Gas 501 000 548 Equipment Rental l	14.83	Gas / Fuel 10/2018
	548 65 31 12				Street Gas 501 000 548 Equipment Rental l	632.56	Gas / Fuel 10/2018
	548 65 31 14				Wtr/Swr Gas 501 000 548 Equipment Rental l	368.23	Gas / Fuel 10/2018
17873	11/13/2018	2018	7487	8270	Whepley, Katherine	59.00	Library Reimbursement 1 Year
	572 21 49 00				Library Services 001 000 572 General Fund	59.00	Library Reimbursement 1 Year

Total: 233,048.56

Fund

001 General Fund	112,561.05
101 City Street Fund	36,321.41
415 Storm Drain	4,432.15
416 Storm Improvement Fund	131.96
425 Water Fund (department)	64,638.76
430 Sewer Fund (department)	7,683.76
432 Sewer Improvement Fund	3,077.50
501 Equipment Rental Fund	4,201.97

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 special meeting to order at 6:00 P.M. and led the pledge of allegiance. Councilmembers David M. Viafore, Shannon Reynolds, Brett Wittner, Denny Waltier, Blake Surina, and Jamie Nixon were present.

AGENDA MODIFICATIONS

There were none.

PLANNING AND BUILDING FEE SCHEDULE

Planning and Building Administrator Stahlnecker briefed the Council on the proposed Planning and Building fee schedule, stating the presentation was a direct comparison between the current fees and the new fees being proposed. Stahlnecker indicated the current proposal incorporated the Council comments received at the August study session, and stated that staff was comfortable that the proposed increases met the reasonably-based cost recovery requirement after consulting with the City Attorney, planning consultant, and building official and conducting further research. Stahlnecker requested comments and direction from Council in order to bring the proposed schedule of fees to Council at a future meeting for action. Viafore departed at 6:05 P.M. and returned at 6:06 P.M.

Under Single-Family Dwelling and Duplex, there was a brief discussion regarding mechanical and plumbing permits and mechanisms for enforcement as well as the re-roof permit. Viafore commented on the re-roof permit not being reasonable; George requested further discussion and more information.

Under Multi-Family and Non-Residential, there was a brief discussion on how staff recovered their costs from pre-application meetings; Stahlnecker indicated intake fees covered a portion of those and pre-deposit in special circumstances. Stahlnecker indicated that applicants were responsible for the full cost and were refunded or invoiced depending on the costs. Regarding re-roof commercial permits, Waltier recommended posting an article in the Town Topics regarding required permits and the benefits of the permits; Stahlnecker indicated one would be posted in the spring and would utilize the City's Facebook.

Under the Planning Permits, there was a brief discussion on Home Occupation, Short Term Rentals, and Zoning Verification fees. Viafore inquired if Tacoma Fire Department could perform the short term inspections as it related to safety; Stahlnecker indicated she would review the contract to determine if it was include in the scope of work for residential inspections. Viafore inquired about the liability exposure regarding zoning verification; Stahlnecker indicated she would review it with the City Attorney to ensure the City was including the proper language to minimize liability.

Under Land Use Applications, Stahlnecker indicated the proposed changes would establish fees based on project type as they shared the same process, which would result in the same intake fee, and stated the proposed changes would eliminate different fees for different sizes. Stahlnecker provided a brief background on each project type and how often the City received project type applications.

Under Miscellaneous, Stahlnecker briefed the Council on the proposed changes to Signs, Inspections, and other fees. Viafore inquired if the City issued commercial occupancy permits and commented on safety and liability; Stahlnecker indicated they were not required and recommended moving in that direction.

Stahlnecker indicated the next steps included bringing this item back to Council at a future meeting for approval.

ACCESSORY DWELLING UNITS

City Manager Pingel briefed the Council on the Accessory Dwelling Units (ADU), stating staff proposed no changes to the code other than clarifying the intent of the City in the code and how the City bills ADUs could be modified. George stated that staff properly and appropriately interpreted the code and requested Council input on Council revisiting the ADU policy and being aware of unintended consequences. There was a brief discussion regarding, caring for elderly parents, economic hardships, and surveying the existing ADUs on an anonymous and voluntary basis to assess whether the ADUs are for profit or for personal reasons. George requested staff to come back to Council with a proposal to drop ADUs and the cost to the City. Public Works Director Wakefield confirmed that Council was requesting to modify how the City billed utilities for ADUs and that an ADU could be considered equivalent to a single-family residence as it related to utility billing, and cautioned that although the residents would be responsible for the consumption fees, the City would be subsidizing that the ADU unit under this proposal due to the lowered base fee in the utility rates. Wakefield indicated that the City currently has two pending ADU applications in process, and Permit Technician Westman indicated staff received approximately ten inquiries recently regarding detached ADUs and a few of them were for family members. There was a brief discussion regarding detached ADUs, and George requested staff to return with more information.

ADJOURNMENT

Reynolds MOVED to adjourn the meeting at 7:29 P.M., seconded by Wittner. The Motion Carried (7-0).

Hunter T. George, Mayor

Jessica Nappi, City Clerk

CALL TO ORDER, PLEDGE OF ALLEGIANCE AND ROLL CALL

Mayor Hunter T. George called the special meeting to order at 6:00 P.M. and led the pledge of allegiance. Councilmembers David M. Viafore, Shannon Reynolds, Brett Wittner, Denny Waltier, Blake Surina, and Jamie Nixon were present.

AGENDA MODIFICATIONS

There were none.

PRELIMINARY 2018 BUDGET – 3RD BUDGET WORK SESSION

Finance Director Corcoran presented the adjustments to the 2019 Preliminary Budget, noting how the 2019 Preliminary Budget had been adjusted. There was a brief discussion on anticipated revenues from new businesses such as Chik-fil-A; Pingel indicated that the budget includes a conservative increased retail sales tax estimate to account for the construction materials. Viafore recommended implementing the recommendations of the salary survey all at once and making the non-represented employees whole by ensuring no employee dropped a step. Pingel stated the General Fund revenues were conservative and although implementing the salary survey recommendations all at once would cost approximately \$11,000, Pingel stated he did not think it was necessary to make adjustments as the revenues over operating expenditures were approximately \$14,000. George thanked Pingel for his conservative approach towards the budget process. There was a general consensus to implement the salary survey recommendations in whole on January 1, 2019. Wittner requested consideration for an additional police officer in the 2020 budget; Pingel commented on the City's new grant writer and stated she was developing a grant program that would identify the City's needs, which included a new police officer.

Pingel stated that the final budget and the community center and pool project would be presented at the October 29, 2018 special meeting. George indicated he would permit public comments at the meeting. Reynolds requested access to the public comments from the October 23, 2018 meeting; City Clerk Nappi indicated the meeting audio would be available. There was a brief discussion on potential Council actions regarding the community center and pool project and project timeline; Pingel indicated that once the Council made a decision, the City could begin the public education component.

ADJOURNMENT

Reynolds MOVED to adjourn the meeting at 6:20 P.M., seconded by Nixon. The Motion Carried (7-0).

Hunter T. George, Mayor

Jessica Nappi, City Clerk

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, Denny Waltier, Blake Surina, and Jamie Nixon were present.

PRESIDING OFFICER'S REPORT

A. ARC Architects Presentation on the Community Center and Pool Project

George introduced the item, stating that this session was for receiving information with no action and would allow the public an opportunity to submit their comments on this item. George indicated there would be a special meeting on October 29, 2018 for the Council to discuss and potentially take action on the scope of the project. Parks and Recreation Director Grover provided a summary and accomplishments to date and introduced ARC Architects project manager Emily Wheeler. Wheeler presented the project overview, bath house floor plan, community center plan, and survey results as it related to pool options, use, temperature, and project phasing. Wheeler indicated that the future parking stalls were not included in the pre-design and not budgeted into the project costs. Wheeler indicated that while the survey results showed a 50% preference towards the Option B pool design, Wheeler stated that the Steering Committee voted 11-2 in favor of Option A design as it had more programming options and could accommodate all ages. Wheeler presented the two roof options, stating the Steering Committee voted 8-4 in favor of the flat roof. Wheeler indicated that the Steering Committee voted 11-2 in favor of the full project (community center and pool) without having the updated project cost estimates. Wheeler presented the updated project estimates by project phase, stating that Phase 1 project costs (pool, bath house, site) was \$8.645 million, which included construction and soft costs. Wheeler indicated that the Value Engineering option of Phase 1 would decrease this cost by \$737,000 and that there were approximately \$1.547 million in potential add-ons/alternates. Wheeler presented Phase 2 project costs (community center, site), stating the construction and soft costs totaled \$9.835 million, and presented the Value Engineering option that would decrease this cost by \$973,000 and that there were \$522,200 in potential add-ons/alternates. Wheeler indicated the cost of both phases with the Value Engineering would be approximately \$16.769 million. Wheeler stated the goal was for Council to decide on the scope of the project and bond in October/November 2018, update the contract and design development during the November 2018-April 2019 timeframe with construction beginning in fall 2019 pending the approval of an April 2019 bond measure in order not to lose a pool season. Waltier departed at 7:32 P.M. and returned at 7:34 P.M. George thanked Steering Committee volunteers and invited members of the Steering Committee to provide their comments; the following members provided comments:

- Andreas Schonger, 675 Maywood Lane, commented on his appreciation of both community center and pool designs.
- Leslie Rider, 548 Contra Costa Avenue, commented on the intent of the Steering Committee by selecting Option A, stating that a two-pool system would provide more programming opportunities and would accommodate the various ages of residents. Rider commented on the Steering Committee's preference to do both the pool and community center projects and the City's need for both projects.

Waltier inquired about the Steering Committee's reasoning for voting for Option A while the survey results showed that the majority preferred Option B.

- Joe Barrentine, 132 Berkeley Avenue, commented that although he originally preferred Option B, he voted for Option A as it provided more flexibility, inclusiveness, and programming opportunities for more members of the community than Option B.
- Brian Rybolt, 1036 Daniels Drive, stated he preferred Option B as a private citizen as it was less expensive and preferred by the community. Rybolt encouraged the Council to consider a phased bond measure.
- Leslie Rider, 548 Contra Costa Avenue, commented on the Steering Committee's intent, which included determining what was best for the City.

City Manager Pingel briefed the Council on the estimated bond payments, stating the City had received a commitment of \$1.75 million in funds to date and that the City had requested \$2 million from the Names Foundation for the pool project. Pingel indicated after assuming funding commitments, the estimated bond payments assumed an \$11 million bond over twenty years with an impact of approximately \$300 impact to residents. Pingel recommended seeking a bond measure for the whole project with a phased construction approach, which would lower the levy rate. George and Pingel indicated there were additional fundraising opportunities to lower the project cost that the City could pursue. The Council thanked the Steering Committee for their work. George invited public comments; the following individuals provided comment:

- Andreas Schonger, 675 Maywood Lane, commented on his preference for Option B due to survey results and costs.
- Mark Newey, 106 Summit Avenue, commented incorporating sustainable design elements into the project.
- Karen Reynolds, 1576 Woodside Court, commented on affordability and project costs, the toddler pool, and renewable energy, and submitted her preference for Option B.
- Jeremy Barry, Tacoma resident, commented on including a pool lift for increasing mobility for seniors and those with special needs.
- Noel Wittner, 1210 Contra Costa Avenue, submitted his support for Option B due to the separate toddler pool and lower cost.
- Viafore recognized former Planning Commissioner Jim Otness; Otness, 973 Altadena Drive, commented on his preference for Option B and concerns for staffing and construction costs.
- Nicole Slavin, 509 Berkeley Avenue, commented on project and operations costs, and the importance of the toddler pool.

Wheeler provided a brief background on the cost analysis between the two options and indicated that the operations and maintenance and cost recovery were very similar. Wheeler stated that the lifeguards indicated Option A would most likely need one more lifeguard. Wheeler stated that both options included ADA accessibility as required by law and that the lift was included in both options.

- Mark Newey, 106 Summit Avenue, recommended charging for parking as a way to minimize traffic congestion.
- Corbin Edwards, 1576 Woodside Court, commented on the survey results showing Option B as the preference and lifeguard's preference for Option B.

George invited councilmember comment:

- Reynolds indicated Option B would be the safer option and would provide a balance for age groups and commented on her concerns regarding costs and affordability. Reynolds

indicated both options would capture the needs of the community and that programmatic solutions could enhance Option B's versatility.

- Viafore thanked the audience for their participation and commented on his concerns regarding a business plan, costs, affordability, and cost overruns. Viafore stated that he was committed moving forward and would remain open minded.
- Surina commented on pool capacity, facility size and his preference for Option B for cost and energy efficiency reasons, and stated the City would take cost saving measures.
- Nixon commented on the possibility of the new community center serving as an emergency shelter, which would open more funding opportunities. Nixon commented on incorporating energy efficiency elements through design. Nixon stated he was ok with either pool option and commented on affordability.
- Reynolds requested a point of clarification, inquiring if children would be permitted in the lap pool. It was confirmed children would be permitted in the lap pool.
- Councilmembers requested staff to provide the tax impact to residents based off the updated costs; Pingel indicated he could provide that information. Wheeler clarified that cost estimates included a 10% design contingency and a 7.5-10% construction contingency and that costs were estimated to bid in summer 2019.
- George thanked the audience for their participation and the Steering Committee for their work. George commented on moving forward with cost refinement and schematic design as well as seeking funding opportunities. George stated the City's legislative delegation was informed of the City's intent to submit a capital funding request for the community center project. George indicated Council, with the community's input, would select the project, which would determine the cost, and would move forward with construction of the pool in the fall upon approval of an April 2019 bond measure.

At the request of Waltier, the meeting recessed at 8:42 P.M. for a five minute recess. The Council reconvened at 8:48 P.M.

CITIZEN COMMENTS FOR ITEMS NOT ON THE AGENDA

George invited public comment; there were none.

COMMITTEE, COMMISSION, AND LIAISON REPORTS

A. Parks and Recreation

Wittner reported that the Haunted Trails event was scheduled for October 25, 2018 and stated that it could be canceled due to rain.

B. Pierce County Regional Council

Reynolds stated that she had missed the recent PCRC meeting due to illness and indicated that Puget Sound Regional Council (PSRC) completed its quarterly boards for the year.

C. Public Safety, Court

Viafore had nothing to report.

D. Street, Water, Sewer, and Storm Drain

Surina reported that the lift station project was on schedule and was scheduled to be complete on November 7, 2018. Surina reported on the completion of the gas line on Princeton, enlargement of the meter in the dialysis center, and input from the schools for the City calendar. Surina indicated it was the responsibility of property owners to maintain sewer grates

clear of debris, and that a safe streets grant would be submitted by the City's Grant Writer. George requested event times to be evaluated prior to the finalization of the City's calendar.

E. Other Liaison Reports

There were none.

CONSENT CALENDAR

George requested the City Clerk read the Consent Calendar as follows: approval of Voucher No. 212026 through Voucher Check No. 212084 in the amount of \$430,811.46; approval of Payroll Check No. 13480 through Payroll Check No. 13484 in the amount of \$96,272.13; approval of the October 8, 2018 special Council meeting minutes; approval of the October 9, 2018 regular Council meeting minutes; setting a public hearing on November 27, 2018 to receive comments on amendments to the Fircrest Comprehensive Plan; setting a public hearing on November 27, 2018 to receive comments on amendments to FMC Title 22 relating to Use of a Hearing Examiner; setting Budget special meetings for September 30, October 7, October 14, October 28, and November 4, 2019 at 6:00 P.M.; setting February 19, March 18, April 15, May 20, June 17, July 15, August 19, September 16, October 21, November 18, and December 16, 2019 at 6:00 P.M. for study sessions; and approving the Rollin 253 liquor license renewal. **Reynolds MOVED to approve the Consent Calendar as read; seconded by Wittner. The Motion Carried (7-0).**

PUBLIC HEARING

A. Preliminary 2019 Budget

Finance Director Corcoran briefed the Council on the major changes to the Preliminary 2019 Budget, stating this was the second public hearing to receive comments on the Preliminary 2019 Budget and that the total expenditures in all funds was \$24,263,651. At 8:55 P.M., George opened the public hearing. George invited public testimony; none were provided. George invited councilmember comments; none were provided. At 8:56 P.M., George closed the public hearing.

UNFINISHED BUSINESS

A. Utility Billing Fee Adjustment – Title 17.04

Pingel requested to maintain Ordinance No. 1622 related to utility billing fee adjustment – Title 17.04 tabled for a future discussion due to the interest of time. George indicated unless there were no objections, Ordinance No. 1622 would remain tabled for a future discussion; no objections were noted.

B. Salaries of Non-Union Employees, Including Casual and Seasonal Employees

Reynolds MOVED to untable Ordinance No. 1624 related to salaries of non-union employees, including casual and seasonal employees; seconded by Wittner. The Motion Carried (7-0). Corcoran briefed the Council on the proposed salary ordinance that would set the salary ranges for implementation starting on January 1, 2019 for non-union employees and hourly rate of pay for casual and seasonal employees. Corcoran indicated that the proposed ordinance included a proposed cost of living adjustment (COLA) for non-represented employees of 3.6%, and stated that some of the ranges were adjusted based off the salary survey performed in 2018. Corcoran indicated that the hourly rate for casual and seasonal employees was increased by \$1 in the first year of employment. George invited councilmember comment; there were none. George invited public comment; none were

provided. The motion made at the October 9, 2018 regular Council meeting from Wittner to adopt Ordinance No. 1624, seconded by Surina carried (7-0).

NEW BUSINESS

A. Murraysmith Contract Amendment

Public Works Director Wakefield briefed the Council on the proposed contract amendment with Murraysmith, stating the third amendment to the professional services agreement would extend the term through December 31, 2019, update the schedule of fees, and update the additional on call services. **Reynolds MOVED to adopt Resolution No. 1552, authorizing the City Manager amend the professional services agreement with Murraysmith for providing on call engineering services for water and sewer type projects and additional services as needed; seconded by Wittner.** George invited councilmember comment; Wittner commented on a Scribner's error in the resolution. George invited public comment; none were provided. The Motion Carried (7-0).

B. KPG, P.S. Contract Amendment

Wakefield briefed the Council on the proposed contract amendment with KPG, P.S., stating the fourth amendment to the professional services agreement would extend the term through December 31, 2019, update the schedule of fees, and update the additional on call services. **Reynolds MOVED to adopt Resolution No. 1553, authorizing the City Manager to amend the professional services agreement with KPG, P.S. for providing on call engineering services for transportation type projects and additional services as needed; seconded by Wittner.** George invited councilmember comment; none were provided. George invited public comment; none were provided. The Motion Carried (7-0).

C. Apex Engineering Contract Amendment

Wakefield briefed the Council on the proposed contract amendment with Apex Engineering, stating the third amendment to the professional services agreement would extend the term through December 31, 2019, update the schedule of fees, and update the additional on call services. **Reynolds MOVED to adopt Resolution No. 1554, authorizing the City Manager to amend the professional services agreement with Apex Engineering for providing on call engineering services for surveying type projects and additional services as needed; seconded by Wittner.** George invited councilmember comment; none were provided. George invited public comment; none were provided. The Motion Carried (7-0).

D. Greenleaf Landscape Contract Amendment

Corcoran briefed the Council on the proposed contract amendment for landscape maintenance services with Greenleaf Landscape, Inc., stating the amendment would extend the term through December 31, 2019 and increase the amount of the contract to \$46,428.36 plus tax. **Reynolds MOVED to adopt Resolution No. 1555, authorizing the City Manager to amend the landscape maintenance contract with Greenleaf Landscaping, Inc. to provide landscape maintenance services for the City of Fircrest; seconded by Wittner.** George invited councilmember comment; none were provided. George invited public comment; none were provided. The Motion Carried (7-0).

E. BIAS Software Agreement

Corcoran briefed the Council on the proposed renewal maintenance agreement with BIAS Software to provide software support for BIAS software applications for the year 2019, stating the cost for the BIAS software as \$9,822.28 for 2019, which was an increase of \$555.98 from

the 2018 agreement. **Reynolds MOVED to adopt Resolution No. 1556, authorizing the City Manager to execute an agreement with BIAS Software to provide software support for BIAS software applications for the year 2019; seconded by Wittner.** George invited councilmember comment; none were provided. George invited public comment; none were provided. **The Motion Carried (7-0).**

CITY MANAGER COMMENTS

Pingel reported that the City's network, including email, were down due to the failure of a firewall and that temporary solutions were put in place in the meantime. Pingel anticipated the problem being resolved Wednesday or possibly during the weekend. George thanked staff for putting the notice on the City's website.

Pingel and Wakefield indicated the City and Tacoma were in discussions regarding the shared 19th Street center lanes, and that Tacoma proposed to maintain between the two islands up to the lane line instead of the center line. Viafore commented on reviewing the contract to ensure that the City was not giving up its development rights. After a brief discussion on the island on Orchard Street, Wakefield recommended raising the Orchard Street island separate from the 19th Street islands in order to proceed with an interlocal agreement and offering the City to maintain the area in question on 19th Street instead of Tacoma.

Pingel commented on the second regular Council meeting of December, stating it was currently scheduled for Wednesday, December 26th due to the December 25th holiday and recommended using the December 17th study session instead to take care of action items. George and Viafore commented on canceling the December 2018 study session and changing the December 26th starting time from 7:00 P.M. to 4:00 P.M. Pingel commented that the January 2019 study session fell on a holiday and would move to the following day per the Council Rules, which would fall on the second regularly scheduled Council meeting of January. Pingel stated the study session could start at 6:00 P.M. and regular meeting start at 7:00 P.M. George indicated he would like to review upcoming items before making a decision.

DEPARTMENT HEAD COMMENTS

- Grover commented on the upcoming Haunted Trails event and the possibility of canceling the event due to rain.

COUNCILMEMBER COMMENTS

- Viafore requested more information regarding the bulletproof glass and what could be done for the Municipal Court and scheduling a meeting with the City Manager and Police Chief regarding a court security plan. Viafore thanked the administration on the budget, and commented on working on safety drills preparation. Viafore indicated interviews were being held for the Court Clerk positions.
- Reynolds commented on the pool options, affordability, and her preference for Option B.
- Wittner had no comment.
- Waltier thanked the audience and boy scouts for their participation, and commented on his appreciation for the Steering Committee for their work.
- Surina commented on shrubs affecting the visibility of a stop sign in a shopping center parking lot that needed pruning. Viafore indicated it was on private property.

- Nixon inquired about the status of making Council meeting audio available on the City's website; City Clerk Nappi indicated the software was being purchased and would be done soon. Nixon commented on his safety concerns regarding northbound and southbound drivers on Orchard Street turning onto Center Street, indicating drivers were making illegal turns and not turning into their designated lane. Nixon requested it be an enforcement priority and Viafore indicated it was in the City of Tacoma's jurisdiction. Sergeant Villamoor recommended contacting Tacoma Police Department's Traffic Unit.
- George reported he attended the steeple dedication at the Redeemer Lutheran Church on October 21st and that the Church appreciated his attendance and representation of the City.

EXECUTIVE SESSION

There was none.

ADJOURNMENT

Wittner MOVED to adjourn the meeting at 9:34 P.M., seconded by Reynolds. The Motion Carried (7-0).

Hunter T. George, Mayor

Jessica Nappi, City Clerk

OLD BUSINESS: Utility Billing Fee Adjustment – Title 17.04
ITEM 9A.

FROM: Jerry Wakefield, Public Works Director

RECOMMENDED MOTION: I move to adopt Ordinance No. 1622, amending Ordinance No. 1594 Section 1 and FMC 17.04.005 Creation of Accounts – Deposits on Renter-Occupied Premises; amending Ordinance No. 1352 Section 1 and FMC 17.04.007 Account Set-Up Fees; amending Ordinance No. 1307 and FMC Section 2 and FMC 17.04.027 Leak Adjustments; amending Ordinance No. 1307 Section 3 and FMC 17.04.030 Bills Delinquent; amending Ordinance No. 1307 Section 4 and FMC 17.04.045 Notice of Delinquent Account; amending Ordinance No. 1591 Section 5 and FMC 17.04.057 Service Charge for Unpaid or Dishonored Payments; and amending Ordinance No. 1591 Section 6 and FMC 17.04.070 Disconnection/Reconnection of Utility Services.

PROPOSAL: The Council is being asked to consider amending the Fircrest Municipal Code (FMC) Title 17 regarding Uniform Utility Billing and Collection System that affects the deposits on renter-occupied premises (FMC 17.04.005), account set-up fees (FMC 17.04.007), leak adjustments (FMC 17.04.027), bills delinquent (FMC 17.04.030), service charge for unpaid or dishonored payments (FMC 17.04.057), and disconnection/reconnection of utility services (FMC 17.04.070).

FISCAL IMPACT: The fiscal impact will be to add a small amount of revenue to the water fund to offset the costs of the existing fees.

ADVANTAGE: The advantage is to keep our fee structure current with the times and help cover the cost of this service.

DISADVANTAGES: Customers will see a slight increase in fees.

ALTERNATIVE: Not to increase the fees and subsidize the cost of the costs with the remaining water fund.

HISTORY: The fees were original set in 2001. There has not been a fee adjustment since. A study was done by the public works staff to see what the actual costs would be to provide the services. The staff also evaluated other utilities costs in comparison of these fees. Adjustment to the fees are recommended as a result of this work.

ATTACHMENTS: [Ordinance](#)
[Title 17 redlined changes](#)

**CITY OF FIRCREST
ORDINANCE NO. 1622**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, AMENDING ORDINANCE NO. 1594 SECTION 1 AND FMC 17.04.005 CREATION OF ACCOUNTS – DEPOSITS ON RENTER-OCCUPIED PREMISES; AMENDING ORDINANCE NO. 1352 SECTION 1 AND FMC 17.04.007 ACCOUNT SET-UP FEES; AMENDING ORDINANCE NO. 1307 SECTION 2 AND FMC 17.04.027 LEAK ADJUSTMENTS; AMENDING ORDINANCE NO. 1307 SECTION 3 AND FMC 17.04.030 BILLS DELINQUENT; AMENDING ORDINANCE NO. 1307 SECTION 4 AND FMC 17.04.045 NOTICE OF DELINQUENT ACCOUNT; AMENDING ORDINANCE NO. 1591 SECTION 5 AND FMC 17.04.057 SERVICE CHARGE FOR UNPAID OR DISHONORED PAYMENTS; AND AMENDING ORDINANCE NO. 1591 SECTION 6 AND FMC 17.04.070 DISCONNECTION/RECONNECTION OF UTILITY SERVICES.

WHEREAS, the City Council of the City of Fircrest determined to increase the general fees associated with account set up fees, leak adjustment fees, delinquent account fees, and dishonored payments to more closely cover the cost of those services, based on present day values. Now, Therefore,

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

Section 1. Section 1 of Ordinance No. 1594 and FMC 17.04.005 are hereby amended to read as follows:

“17.04.005 Creation of accounts – Deposits on renter-occupied premises. At the time an account for either residential or commercial renter-occupied premises is requested and before it is authorized, the city manager or his/her designee shall require that the person requesting services deposit with the city a sum of money, for each service provided, as follows:

Water	\$50.00
Sewer	\$180.00
Stormwater	\$45.00

This provision does not in any way affect the property owner’s liability for charges or the lien rights of the city against the premises to which the services are furnished as provided in FMC 17.04.080. Nothing in this chapter shall prevent the city from requiring additional or new deposits, when the conditions so warrant.”

1 **Section 2.** Section 1 of Ordinance No. 1352 and FMC 17.04.007 are hereby amended to
2 read as follows:

3 “17.04.007 Account set-up fees. At the time a new account is requested to be
4 established, there shall be an additional assessment to the account holder for recovering
the costs of establishing said account for each requested utility as follows:

5	Water Service	\$8.00
6	Stormwater Service	\$3.00
	Sewer Service	\$3.00”

7 **Section 3.** Section 2 of Ordinance No. 1307 and FMC 17.04.027 are hereby amended
8 to read as follows:

9 “17.04.027 Leak adjustments. When excessive water meter registration is caused by a
10 water leak within or abutting upon the premises without the knowledge of the customer,
11 an adjustment may be made upon written application for one billing cycle during a 12-
12 month period and after repairs have been made. The basis for adjustment shall be the
normal consumption under similar operating conditions.

13 (a) If the dollar amount of the adjustment for water is equal to or greater than \$25.00
14 the customer shall be eligible for an adjustment; if it is less than \$25.00, the customer
will not be eligible for an adjustment.

15 (b) A billing adjustment as a result of a leak will be made for one billing period, if a
16 leak adversely affects two billing cycles and the customer showed due diligence in
17 fixing the leak in a timely manner, a customer can request consideration for an
additional adjustment to be considered under extreme extenuating circumstances.

18 (c) Payment of the bill, which includes the leak, is due on the date stated on the bill.”

19 **Section 4.** Section 3 of Ordinance No. 1307 and FMC 17.04.030 are hereby amended
20 to read as follows:

21 “17.04.030 Bills delinquent. If the bill rendered as provided in FMC 17.04.020 is not
22 paid when due, it shall be considered delinquent and a penalty fee of 10 percent of the
23 outstanding balance on all accounts with an outstanding balance greater than \$10.00
shall be added to the delinquent account not less than 10 days after the due date.”

24 **Section 5.** Section 4 of Ordinance No. 1307 and FMC 17.04.045 are hereby amended
25 to read as follows:

26 “17.04.045 Notice of delinquent account.

27 (a) Notice. If an account for utility service remains delinquent beyond seven days, the
28 city shall notify the customer that service will be disconnected without further notice
29 unless the delinquent account and all penalties are immediately paid in full, or
30 special arrangements are made in accordance with FMC 17.04.050. Delivery of the
31 notice shall occur in a way reasonably calculated to apprise the customer of the
notice’s contents. Written notice shall be conspicuously attached to the premises to
which service is furnished, and an additional fee of \$15.00 shall be assessed to the
account holder for providing personal service of this notice. The notice shall also
inform the customer of the date on which service may be disconnected, which shall

1 be not less than 48 hours following delivery of the notice. The notice of delinquent
2 account shall further state that if the consumer has questions or disputes concerning
3 the amount of payment due, he or she may appeal to the city manager, or authorized
4 designee, whose address and telephone number shall be stated on the notice of
5 delinquent account.

6 (b) Disconnection of Service. If no notice is made to the city that the bill is disputed
7 prior to the time indicated in the customer's notice as the date on which service may
8 be disconnected, the city shall proceed by disconnecting water service to the
9 delinquent customer's premises. All reconnections of service shall be subject to the
10 provisions and fees outlined in FMC 17.04.070."

11 **Section 6.** Section 5 of Ordinance No. 1591 and FMC 17.04.057 are hereby amended
12 to read as follows:

13 "17.04.057 Service charge for unpaid or dishonored payments. A service charge of
14 \$40.00 shall be imposed upon any customer who, in full or partial payment of a city
15 utility bill, tenders a payment drawn on or processed by a bank or other financial entity,
16 which is thereafter returned to the city, for any reason, resulting in a dishonored payment
17 to cover the additional costs to the city thereby entailed."

18 **Section 7.** Section 6 of Ordinance No. 1591 and FMC 17.04.070 are hereby amended
19 to read as follows:

20 17.04.070 Disconnection/reconnection of utility services. Should a customer fail to pay
21 a delinquent bill pursuant to FMC 17.04.030, the city manager, or his/her designee, shall
22 immediately cause the particular utility's services to be cut off from the premises. Such
23 services shall be reconnected to the premises only upon full payment of all delinquent
24 utility charges, and correction of any fraudulent, illegal or unauthorized use or abuse of
25 any utility service, applicable to the particular premises, irrespective of who may have
26 incurred the charges or who may have been responsible for the fraudulent, illegal or
27 unauthorized use or abuse of utility services. In addition, one single reconnection fee of
28 \$30.00 shall be charged and paid prior to the reconnection of any utility service that was
29 actually shut off and discontinued and that will require such reconnection to be made
30 during regular working hours.

31 An additional charge of \$130.00 shall be assessed for reconnections made at a
32 customer's request outside of regular working hours. After-hours reconnections shall
only be performed after authorization is received from the city manager, or his/her
designee. Failure to comply with any and all provisions made will result in termination
of water services without further notice."

Section 8. Severability. If any section, sentence, clause, or phrase of this ordinance
should be held invalid or unconstitutional by a court of competent jurisdiction, such
invalidity or unconstitutionality shall not affect the validity or constitutionality of any
other section, sentence, clause, or phrase of this sentence.

Section 9. Publication and Effective Date: A summary of this ordinance consisting of
its title shall be published in the official newspaper of the city. This ordinance shall be
effective five (5) days after such publication.

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

APPROVED:

Hunter T. George, Mayor

ATTEST:

Jessica Nappi, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

**DATE OF PUBLICATIONS:
EFFECTIVE DATE:**

Chapter 17.04

UNIFORM UTILITY BILLING AND COLLECTION SYSTEM

17.04.003 Authorized officers designated.

(a) The city manager, or authorized designee, shall keep an account for water, sewer and stormwater service used by any person, business, or other entity within the city service area. Such services shall be paid for by every utility account within the city's service area.

(b) The city manager, or authorized designee, shall place against these accounts all charges for water, sewer and stormwater service that are to be paid by every utility account, when these services are used by such person, business or other entity. Any service charges or other charges that are connected with the provision of utility services shall likewise be placed against these accounts. All charges shall be made in accordance with the terms of those ordinances of the city establishing the rates and fees for such services. (Ord. 1591 § 1, 2016; Ord. 1299 § 1, 2001; Ord. 1225 § 1, 1999; Ord. 966 § 1, 1990).

17.04.005 Creation of accounts – Deposits on renter-occupied premises.

At the time an account for either residential or commercial renter-occupied premises is requested and before it is authorized, the city manager or his/her designee shall require that the person requesting services deposit with the city a sum of money, for each service provided, as follows:

Water	\$45.00 <u>\$50.00</u>
Sewer	\$175.00 <u>\$180.00</u>
Stormwater	\$40.00 <u>\$45.00</u>

This provision does not in any way affect the property ~~owner~~ owners liability for charges or the lien rights of the city against the premises to which the services are furnished as provided in FMC 17.04.080. Nothing in this chapter shall prevent the city from requiring additional or new deposits, when the conditions so warrant. (Ord. 1594 § 1, 2017; Ord. 1307 § 1, 2002; Ord. 1070 § 1, 1994; Ord. 966 § 2, 1990).

17.04.007 Account set-up fees.

At the time a new account is requested to be established, there shall be an additional assessment to the account holder for recovering the costs of establishing said account for each requested utility as follows:

~~\$6.50- for water~~ Water service ~~Service;~~ \$8.00

~~\$2.50- \$3.00 for stormwater~~ Stormwater service ~~Service;~~ \$3.00

~~\$2.50- \$3.00 for sewer~~ Sewer service ~~Service-~~ \$3.00 (Ord. 1352 § 1, 2004).

17.04.010 Billing generally.

There shall be one uniform billing and collection procedure for all city utility services, including but not limited to water, sewer, and stormwater. (Ord. 1591 § 2, 2016; Ord. 1299 § 2, 2001; Ord. 1225 § 2, 1999; Ord. 966 § 3, 1990; Ord. 643 § 1, 1972).

17.04.020 Bills – Preparation, delivery.

(a) The city shall cause a single utility bill, covering all utility services that are furnished by or through the city during the preceding month or accounting period, to be prepared and rendered on a bimonthly basis to each customer of utility service either within or outside the city limits.

(b) Such bill shall be due and payable by the last day of the month from and after the date of mailing.

(c) Once prepared, this bill shall be delivered to the customer by either depositing it in the United States mail and/or by electronic means, addressed either to the address shown on the application for utility service or to any change of address that has been submitted by the customer to the city.

(d) Deposit in the United States mail or electronically made available pursuant to subsection (c) of this section shall be deemed full and complete notice to the customer of the nature and amount of any particular utility billing. (Ord. 1591 § 3, 2016; Ord. 1299 § 3, 2001; Ord. 1194 § 1, 1998; Ord. 966 § 4, 1990; Ord. 643 § 2, 1972).

17.04.025 Budget payment plan.

The city manager, or authorized designee, is hereby authorized to create and implement a budget payment plan in accordance with state law. Such a plan shall permit the authorized customer to make payments of utility charges on an annual averaged basis rather than on a bimonthly basis, with at least one annual adjustment to ensure that the amount paid on an annual basis reflects the actual charges incurred. (Ord. 1299 § 4, 2001; Ord. 966 § 5, 1990).

17.04.027 Leak adjustments.

When excessive water meter registration is caused by ~~broken or leaking~~ a water ~~leak service pipes~~ within or abutting upon the premises without the knowledge of the customer, an adjustment may be made upon written application for one ~~billing cycle month~~ only in the case of monthly billing and for two months in the case of bimonthly billing during a 12-month period and after repairs have been made. The basis for adjustment shall be the normal consumption under similar operating conditions.

(b) If the dollar amount of the adjustment for water is equal to or greater than \$25.00 the customer shall be eligible for an adjustment, if it is less than \$25.00 the customer will not be eligible for an adjustment.

(c) A billing adjustment as a result of a leak will be made for one billing period, if a leak adversely affects two billing cycles and the customer showed due diligence in fixing the leak in a timely manner, a customer can request consideration for an additional adjustment to be considered under extreme extenuating circumstances.

(d) Payment of the bill which includes the leak is due on the date stated on the bill. (Ord. 1307 § 2, 2002).

17.04.030 Bills delinquent.

If the bill rendered as provided in FMC 17.04.020 is not paid when due, it shall be considered delinquent ~~10 days after the due date~~ and a penalty fee of 10 percent of the outstanding balance on all accounts with an outstanding balance greater than \$10.00 shall be added to the delinquent account not less than 10 days after the due date. (Ord. 1307 § 3, 2002; Ord. 1299 § 5, 2001; Ord. 966 § 6, 1990; Ord. 643 § 3, 1972).

17.04.040 Payment delinquent – Service discontinued.

In the absence of any special arrangement or agreement with the city concerning payment, if a utility bill or any part thereof remains delinquent and unpaid a special notice to the effect that if the delinquent utility charges, together with the prior delinquent charges, are not paid in full within seven days from the date of mailing of the special notice, the city shall, within 48 hours thereafter, proceed to shut off and discontinue utility services to the premises until all utility charges are paid in full. (Ord. 1299 § 6, 2001; Ord. 966 § 7, 1990; Ord. 643 § 4, 1972).

17.04.045 Notice of delinquent account.

(a) Notice. If an account for utility service remains delinquent beyond seven days, the city shall notify the customer that service will be disconnected without further notice unless the delinquent account and all penalties are immediately paid in full, or special arrangements are made in accordance with FMC 17.04.050. Delivery of the notice shall occur in a way reasonably calculated to apprise the customer of the notice's contents. Written notice shall be conspicuously attached to the premises to which service is furnished, and an additional fee of ~~\$9.00~~ \$15.00 shall be assessed to the account holder for providing personal service of this notice. The notice shall also inform the customer of the date on which service may be disconnected, which shall be not less than 48 hours following delivery of the notice. The notice of delinquent account shall further state that if the consumer has questions or disputes concerning the amount of payment due, he or she may appeal to the city manager, or authorized designee, whose address and telephone number shall be stated on the notice of delinquent account.

(b) Disconnection of Service. If no notice is made to the city that the bill is disputed prior to the time indicated in the customer's notice as the date on which service may be disconnected, the city shall proceed by disconnecting water service to the delinquent customer's premises. All reconnections of service shall be subject to the provisions and fees outlined in FMC 17.04.070. (Ord. 1307 § 4, 2002; Ord. 1225 § 3, 1999; Ord. 966 § 8, 1990).

17.04.050 Payment delinquency – Enforcement actions.

(a) The city manager, or his designee, is hereby authorized and directed to promulgate administrative policies and procedures for the implementation of this chapter.

(b) If the customer is unable to pay the full amount of utility charges because of temporary financial difficulties or other hardship, the city manager, or his designee, may permit the customer to make deferred payment arrangements upon written application; provided, however, that the city will be under no obligation to enter into any deferred payment agreement with any customer who has not fully and satisfactorily complied with terms of any previous agreement.

(c) Failure to abide by the terms of the arrangement shall be cause for shut-off and discontinuance of utility services until the total utility charges that are due are paid in full. (Ord. 1307 § 5, 2002; Ord. 966 § 9, 1990; Ord. 643 § 5, 1972).

17.04.053 Deferred payments arrangements – Penalty, assessed.

If arrangements for deferred payments have been made, the city manager, or authorized designee, shall assess against such accounts the same penalty fees as set forth in FMC 17.04.030. (Ord. 1299 § 7, 2001; Ord. 966 § 10, 1990).

17.04.055 Delinquent account – Refusal of other city services.

If a bill becomes delinquent, no officer, agent, or employee of the city may authorize or permit any further city service or process any application for a permit from the city, when such application has been requested by the person in whose name an account stands delinquent; this requirement shall remain in effect until the delinquent account is paid in full. This section, however, shall not apply to the provision of water, sewer and stormwater service, but shall apply to connections, inspections, engineering and other like services furnished by the water, sewer and stormwater utilities. (Ord. 1591 § 4, 2016; Ord. 1299 § 8, 2001; Ord. 1225 § 4, 1999; Ord. 966 § 11, 1990).

17.04.057 Service charge for unpaid or dishonored payments.

A service charge of ~~\$35.00~~ \$40.00 shall be imposed upon any customer who, in full or partial payment of a city utility bill, tenders a payment drawn on or processed by a bank or other financial entity, which is thereafter returned to the city, for any reason, resulting in a dishonored payment to cover the additional costs to the city thereby entailed. (Ord. 1591 § 5, 2016; Ord. 1328 § 1, 2003; Ord. 1307 § 6, 2002; Ord. 966 § 12, 1990).

17.04.060 Service discontinuance – For other than payment failure.

In addition to nonpayment of a utility bill, the city may shut off and discontinue any or all utility services to a customer for failure to pay connection charges for any utility service furnished to such customer, or for the fraudulent, illegal or unauthorized use or abuse of any utility service, or the failure or refusal of the customer to comply with all rules, regulations or ordinances pertaining to the receipt and use of utility services furnished by the city. (Ord. 966 § 14, 1990; Ord. 643 § 6, 1972).

17.04.070 Disconnection/reconnection of utility services.

Should a customer fail to pay a delinquent bill pursuant to FMC 17.04.030, the city manager, or his/her designee, shall immediately cause the particular utility's services to be cut off from the premises. Such services shall be reconnected to the premises only upon full payment of all delinquent utility charges, and correction of any fraudulent, illegal or unauthorized use or abuse of any utility service, applicable to the particular premises, irrespective of who may have incurred the charges or who may have been responsible for the fraudulent, illegal or unauthorized use or abuse of utility services. In addition, one single reconnection fee of ~~\$25.00~~ \$30.00 shall be charged and paid prior to the reconnection of any utility service that was actually shut off and discontinued and that will require such reconnection to be made during regular working hours.

An additional charge of ~~\$155.00~~ \$130.00 shall be assessed for reconnections made at a customer's request outside of regular working hours. After-hours reconnections shall only be performed after authorization is received from the city manager, or his/her designee. Failure to comply with any and all provisions made will result in termination of water services without further notice. (Ord. 1591 § 6, 2016; Ord. 1514 § 1, 2011; Ord. 1307 § 7, 2002; Ord. 966 § 13, 1990; Ord. 643 § 7, 1972).

17.04.080 Liability for charges.

All owners of property shall remain ultimately and legally liable for the payment of any and all utility charges to the premises, regardless of whether such property is used for single-family, multiple dwelling or commercial purposes and regardless of the fact that the billings are made in the name of a tenant or other occupant of the premises. Such billings are for personal convenience only and shall not in any way affect the lien rights of the city against the premises to which the services are furnished. (Ord. 1225 § 5, 1999; Ord. 966 § 15, 1990; Ord. 643 § 8, 1972).

17.04.090 Right of lien.

(a) In addition to the right herein provided to shut off and discontinue utility service, the city shall have a lien for delinquent and unpaid utility charges, including late charges, against the premises to which such utility service has been furnished or is available. The lien shall be effective for a total of not to exceed six months' delinquent charges without the necessity of any writing or recording. In order to make such lien effective for more than six months, the city manager shall cause to be filed for record in the office of the county auditor of Pierce County a notice in substantially the following form:

Utility Lien Notice

City of
Fircrest,)

)

v.)

)

)

Reputed
Owner.)

)

NOTICE IS HEREBY GIVEN that the
City of Fircrest has and claims a lien for
_____ charges against the following
described premises situated in Pierce
County, Washington, to wit:

(Here insert legal description of premises.)

Said lien is claimed for not exceeding six
months charges and interest now
delinquent, amounting to \$ _____, and is
also claimed for future utility charges
against said premises.

DATED this ____ day of ____, 20__.

CITY OF FIRCREST

By _____.

(b) The lien notice shall be signed by the city manager. The lien notice shall be recorded as prescribed by law for the recording of mechanics' liens. (Ord. 1307 § 8, 2002; Ord. 966 § 16, 1990; Ord. 733 § 1, 1979; Ord. 643 § 9, 1972).

17.04.100 Out-of-city service – Billing.

Repealed by Ord. 1591. (Ord. 1299 § 9, 2001; Ord. 1225 § 6, 1999; Ord. 966 § 17, 1990; Ord. 643 § 10, 1972).

17.04.110 Out-of-city service – Charge payment failure – Service discontinuance.

Repealed by Ord. 1591. (Ord. 1299 § 10, 2001; Ord. 966 § 18, 1990; Ord. 643 § 11, 1972).

17.04.120 Out-of-city service – Right of lien.

Repealed by Ord. 1591. (Ord. 966 § 19, 1990; Ord. 643 § 12, 1972).

17.04.130 Utility lien foreclosure – Authorized when.

The city may foreclose its utility lien in an action in the superior court. All or any of the tracts subject to the lien may be proceeded against in the same action, and all parties appearing of record as owning or claiming to own, having or claiming to have any interest in or lien upon the tracts involved in the action shall be impleaded in the action as parties defendant. An action to foreclose a utility lien pursuant to a lien notice filed as required by this chapter must be commenced within two years from the date of filing thereof. An action to foreclose a six months' lien may be commenced at any time after six months subsequent to the furnishing of the utility service for which payment has not been made. The service of summons and all other proceedings except as provided specifically under this chapter, including appeal, order of sale, sale, redemption and issuance of deed shall be governed by the statutes of the state of Washington now or hereafter in force relating to the foreclosure of mortgages on real property. The terms "judgment debtor" or "successor in interest" in the statutes of the state of Washington governing redemption when applied under this chapter shall include an owner or a vendee. All sales shall be subject to the right of redemption within one year from date of sale. At any time after deed is issued to it pursuant to a foreclosure of a lien, the city may lease or sell or convey the property conveyed thereunder at public or private sale for such price and on such terms as may be determined by the resolution of the city council. (Ord. 1307 § 9, 2002; Ord. 966 § 20, 1990; Ord. 733 § 2, 1979).

17.04.140 Utility lien foreclosure – Trial.

A utility lien foreclosure action shall be tried before the court without a jury. The court may allow, in addition to the delinquent charges, interest on the service charges at a rate not exceeding 12 percent per year from date of delinquency, costs and disbursements as provided by the statutes of the state of Washington and such attorneys' fees as the court may adjudge reasonable. If the owners and parties interested in any particular tract default, the court may enter judgment of foreclosure and sale as to such parties and tracts and the action may proceed as to the remaining defendants and tracts. The judgment shall specify separately the amount of the utility charges, with interest, penalty and costs chargeable to each tract. The judgment shall have the effect of a separate judgment as to each tract described in the judgment and any appeal should not invalidate or delay the judgment except as to the property concerning which the appeal is taken. The judgment of the court shall order the tracts therein described sold at one general sale, and an order of sale shall issue pursuant thereto for the enforcement of the judgment. Judgment may be entered as to any one or more separate tracts involved in the action and the court shall retain jurisdiction of other properties. (Ord. 1307 § 10, 2002; Ord. 1299 § 11, 2001; Ord. 733 § 3, 1979).

17.04.150 Utility lien – Enforcement – Alternative method.

As an additional and concurrent method of enforcing the lien authorized under this chapter, the city of Fircrest may shut off and discontinue any or all utility services to the premises to which such utility service was furnished after the charges become delinquent and unpaid, and until the charges are paid. The right to enforce the lien by cutting off and refusing utility services shall not be exercised after two years from the date of the recording of the utility lien notice provided under this chapter except to enforce the payment of six months' charges for which no lien notice is required to be recorded. (Ord. 1307 § 11, 2002; Ord. 966 § 21, 1990; Ord. 733 § 4, 1979).

17.04.160 Statutes adopted by reference.

(a) RCW 9A.61.010, 9A.61.020, 9A.61.050, 9A.61.060, and 9A.61.070 are hereby adopted by reference.

(b) RCW 80.28.240 is hereby adopted by reference. (Ord. 960 §§ 1, 2, 1990).

17.04.170 Amendments to statutes adopted.

The amendment, addition or repeal by the Washington State Legislature of any section of any of the adopted statutes shall be deemed to amend the ordinance codified in this chapter and the statutes contained herein which are adopted by reference in conformity with the amendment, addition or repeal, and it shall not be necessary for the legislative authority of this city to take any action with respect to such addition, amendment or repeal as provided by RCW 35.21.180. (Ord. 960 § 3, 1990).

NEW BUSINESS: Adoption of Preliminary 2019 Budget As Adjusted
ITEM 10A.

FROM: Colleen Corcoran, Finance Director

RECOMMENDED MOTION: I move to adopt Ordinance No. _____, adopting the annual budget of the City of Fircrest for the Fiscal Year 2019.

PROPOSAL: The Council is being asked to adopt an ordinance adopting the annual budget for Fiscal Year 2019.

FISCAL IMPACT: The total of the 2019 Budget, including estimated revenues, expenditures and fund balances, is \$24,792,416.

ADVANTAGE: The City will be in compliance with RCW 35.33.075.

DISADVANTAGES: None known.

ALTERNATIVES: None known.

HISTORY: On September 11, 2018, the Preliminary Budget was presented to Council. Council budget work sessions were held on October 1, 8, 22, and 29, 2018. A Public Hearing for revenue sources was held on October 9, 2018. Public Hearings to receive comments on the 2018 Budget were held on October 9 and 23, 2018.

The following resolutions and ordinances related to the 2019 Budget were authorized and adopted on October 9, 2018:

- Municipal Court Judge, Chief Examiner, and Information Services Manager Rate of Pay
- 2019 Ad Valorem Tax Levy
- 2019 Regular Property Tax Levy
- 2019 EMS Tax Levy
- 2019 Regular Property Tax and Regular EMS Levy Certification Forms

The following resolutions and ordinances related to the 2019 Budget were authorized and adopted on October 23, 2018:

- Salaries of Non-Union Employees, Including Casual and Seasonal Employees

ATTACHMENTS: [Ordinance](#)
[Final Adjustments to the Preliminary 2019 Budget Memo](#)

**CITY OF FIRCREST
ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIRCREST,
WASHINGTON, ADOPTING THE ANNUAL BUDGET OF THE CITY OF
FIRCREST FOR THE FISCAL YEAR 2019.**

WHEREAS, the preliminary Budget of the City of Fircrest for the year 2019 was timely submitted;
and

WHEREAS, public hearings on the proposed Budget were advertised and held on October 9, 2018
and October 23, 2018; and

WHEREAS, pursuant to said hearings and Council deliberations, certain changes were made in the
preliminary budget; now, therefore,

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

Section 1. That the budget document on file with the City Clerk entitled "City of Fircrest 2019
Annual Budget" is hereby adopted by reference as though fully set forth.

Section 2. The 2019 Budget and totals of the estimated revenues, expenditures and fund balances
for each separate fund, and the aggregate totals are as follows:

FUND	REVENUE	EXPENDITURES
001 General	\$8,818,759	\$8,818,759
101 Street	1,022,254	1,022,254
105 Police Investigation	12,248	12,248
150 Cumulative Reserve	3,530,763	3,530,763
310 Real Estate Excise Tax	1,728,610	1,728,610
415 Storm Drain	660,061	660,061
416 Storm Capital	585,150	585,150
425 Water	1,365,992	1,365,992
426 Water Capital	485,675	485,675
430 Sewer	3,494,841	3,494,841
432 Sewer Capital	1,287,385	1,287,385
501 Equipment Replacement	<u>1,800,678</u>	<u>1,800,678</u>
TOTAL ALL FUNDS	24,792,416	24,792,416

Section 3. A complete copy of the final budget for 2019 as adopted, together with a copy of this
adopting ordinance shall be transmitted by the City Clerk to the Division of Municipal Corporations
of the Office of the State Auditor and to the Municipal Research Services Center (MRSC).

Section 4. Effective Date: This ordinance shall take effect and be in full force five (5) days after
publication of an approved summary consisting of its title.

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

APPROVED:

Hunter T. George, Mayor

ATTEST:

Jessica Nappi, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

DATE OF PUBLICATIONS:
EFFECTIVE DATE:

Finance Department 2019 Budget

To: Mayor and Councilmembers
From: Colleen Corcoran, Finance Director
CC: Scott Pingel City Manager
Date: November 13, 2018
Re: 2019 Budget Changes from Preliminary-Final

ADJUSTMENTS TO THE 2019 PRELIMINARY BUDGET

Attached are spreadsheets showing how the 2019 Preliminary Budget has been adjusted. Following are the explanations for each change.

All Funds

Personnel Benefits in all departments have been decreased to match the actual medical premium rates. The Preliminary Budget used an estimate of 5%. The actual rate increase was 3.3%.

General Fund Adjustments

Revenue

Beginning Fund Balance – added line for Pool/Rec Center Donations \$250,000
General Property Tax – decreased based on levy rate (\$9,383)
EMS Property Tax – increased based on levy rate \$223
Telephone Tax – decreased based on new estimate (\$20,000)
Building Permits – increased for rollover of condo project \$50,000
Mechanical Permits – increased for rollover of condo project \$4,000
Plumbing Permits – increased for rollover of condo project \$4,000
Pool/Rec Center Donations – added line \$250,000

Expenditures

Legislative – AWC Dues reduced actual notice received (\$185)
Administration – Salaries & Wages Admin Asst hired at higher step \$1,030
Finance – Salaries & Wages Finance Director to Step D/F \$8,875
Facilities – Salaries & Wages/Benefits remove Custodian (\$25,805)
Facilities – Contract Maintenance add custodial services \$33,000
Information Systems – add back archiving services \$3,800
Police – Salaries & Wages Police Chief Step and Records Tech II \$8,205
Police – LEOFF I AWC rate increase \$255
Fire/EMS – amounts based on levy rates zero effect on budget
Building – Inspections rollover for condo project \$20,000

Building – Communication line added for ½ of smart phone \$450
Building – Travel included \$900 for communication (900)
Emergency Management – Salaries & Wages Police Chief Step E/F \$300
Physical Environment – Animal Control increase contract \$5,000
Planning – Communication line added for ½ of smart phone \$450
Planning – Miscellaneous included \$900 for communication (900)
Recreation – Salaries & Wages/Benefits removed Custodian (1,800)
Swimming Pool - Salaries & Wages/Benefits removed Custodian (1,275)
Parks – Salaries & Wages Parks Maintenance Supervisor to Step E/F 2,670
Operating Transfer/Property Tax – decreased due to levy rate (1,173)
Parks Capital – Design for Pool/Rec Center \$300,000
Parks Capital – Remove Whittier basketball court resurface (30,000)
Transfer to Street Lt Maint. – decrease due to benefit costs in Street Maint. (75)

Street Fund Adjustments

Revenue

Transfer In-Light - decrease due to benefit costs in Street Maint. (75)

Expenditures

Salaries & Wages/Benefits net remove Custodian and increase PWD step C/F (\$1,885)

Storm Fund Adjustments

Expenditures

Salaries & Wages/Benefits net remove Custodian and increase PW Director step C/F \$1,675

Water Fund Adjustments

Expenditures

Salaries & Wages/Benefits net remove Custodian and increase PW Director step C/F (\$75)

Sewer Fund Adjustments

Expenditures

Salaries & Wages/Benefits net remove Custodian and increase PW Director step C/F \$3,340

**General Fund
Adjustments to the 2019 Preliminary Budget**

	<u>2019 Preliminary</u>	<u>Adjustment</u>	<u>2019 Adjusted</u>
Designated/Light	655,438		655,438
Designated/44th & Alameda	171,112		171,112
Balance Pool/Rec Center Donations	0	250,000	250,000
Undes Beginning Fund Balance	<u>1,947,288</u>		<u>1,947,288</u>
Total Beginning Fund Balance	2,773,838	250,000	3,023,838
 Taxes	 3,294,810		
General Property Taxes		(9,383)	
EMS Property Taxes		223	
Telephone Taxes		(20,000)	
Total Taxes			3,265,650
Licenses & Permits	502,625		
Building Permits		50,000	
Mechanical Permits		4,000	
Plumbing Permits		4,000	
Total Licenses & Permits			560,625
Intergovernmental Revenues	230,640		230,640
Charges for Goods & Services	1,021,121		1,021,121
Fines & Forfeits	226,500		226,500
Miscellaneous	240,385		240,385
 Total Operating Revenue	 5,516,081	 28,840	 5,544,921
 Donation for Pool/Rec Center	 0	 250,000	 250,000
 TOTAL GENERAL FUND RESOURCES	 8,289,919	 528,840	 8,818,759
 Legislative	 84,130		
AWC Dues		(185)	
Total Legislative			83,945
Judicial	380,730		
Personnel Benefits		(905)	
Total Judicial			379,825
Administration	283,705		
Salaries & Wages		1,030	
Personnel Benefits		(345)	
Total Administration			284,390
Finance	327,716		
Salaries & Wages		8,875	
Personnel Benefits		1,120	
Total Finance			337,711
Legal	205,355		205,355
Other Employee Benefits	1,550		1,550
Non-Departmental	107,459		
Salaries & Wages		690	

**General Fund
Adjustments to the 2019 Preliminary Budget**

	<u>2019 Preliminary</u>	<u>Adjustment</u>	<u>2019 Adjusted</u>
Personnel Benefits		10	
Total Non Departmental			108,159
Personnel	48,620		
Personnel Benefits		(85)	
Professional Services			
Total Personnel			48,535
Facilities	506,947		
Salaries & Wages		(25,805)	
Personnel Benefits		(12,815)	
Contract Maintenance		33,000	
Total Facilities			501,327
Information Systems	71,699		
Web Design/Maintenance		3,800	
Total Information Systems			75,499
Civil Service Commission	5,635		5,635
Police	1,581,064		
Salaries & Wages		8,205	
Personnel Benefits		(1,180)	
LEOFF Medical Premiums		255	
Total Police			1,588,344
Fire/EMS	664,839		
Tacoma Contract Fire		(223)	
Tacoma Contract EMS		223	
Total Fire/EMS			664,839
Jail	30,500		30,500
Building Inspection	101,355		
Bldg Inspections		20,000	
Communication		450	
Travel		(900)	
Total Building Inspection			120,905
Emergency Management	13,860		
Salaries & Wages		300	
Personnel Benefits		30	
Total Emergency Management			14,190
Physical Environment	14,500		
Animal Control		5,000	
Total Physical Environment			19,500
Planning	83,996		
Communication		450	
Miscellaneous		(900)	
Total Planning			83,546
Health	2,190		2,190
Recreation	308,210		
Salaries & Wages		(1,800)	
Personnel Benefits		(1,370)	

**General Fund
Adjustments to the 2019 Preliminary Budget**

	<u>2019 Preliminary</u>	<u>Adjustment</u>	<u>2019 Adjusted</u>
Total Recreation			305,040
Participant Recreation	36,500		36,500
Library	14,000		14,000
Community Events	23,000		23,000
Swimming Pool	154,015		
Salaries & Wages		(1,275)	
Personnel Benefits		(15)	
Total Swimming Pool			152,725
Parks	235,047		
Salaries & Wages		2,670	
Personnel Benefits		250	
Total Parks			237,967
Total	5,286,622	38,555	5,325,177
Operating Transfer/Street Beautification	10,000		10,000
Operating Transfer/Property Tax	200,000	(1,173)	198,827
Total Operating Cost	5,496,622	37,382	5,534,004
Revenue over (Under) Operating Expenses	19,459	(8,542)	10,917
Judicial	35,000		35,000
Facilities	90,500		90,500
Police	100,000		100,000
Parks	165,000		
Pool/Rec Building Improvements		300,000	
Improvements		(30,000)	
Total Parks Capital			435,000
Total Capital	390,500	270,000	660,500
Transfer to Street Lt. Maint. From Desg Lt.	100,830	(75)	100,755
Total Transfers Out	100,830	(75)	100,755
Undes Ending Fund Balance	441,247	(8,542)	432,705
Reserved for Cash Flow	1,300,000		1,300,000
Designated/Light	554,608	75	554,683
Designated/44th & Alameda	6,112	30,000	36,112
Balance Pool/Rec Center Donations	0	200,000	200,000
Total Ending Fund Balance	2,301,967	221,533	2,523,500
TOTAL GENERAL FUND BUDGET	8,289,919	528,840	8,818,759

**Street Fund
Adjustments to the 2019 Preliminary Budget**

	2019 Preliminary	Adjustment	2019 Adjusted
Beginning Fund Balance	243,649		243,649
Total Beginning Fund Balance	243,649	0	243,649
Preliminary Operating Revenues	377,410		377,410
Preliminary Operating Transfers In	<u>277,830</u>		<u>277,830</u>
Total Operating Revenue	655,240	0	655,240
Total Transfer In for Capital from Light Money	33,000	(75)	32,925
Total Transfer In for Capital from REET 1	90,440		90,440
Total Transfer In for Capital from REET 2	0		0
Total Grant Revenue	<u>0</u>		<u>0</u>
Total Revenue for Capital	123,440	(75)	123,365
TOTAL STREET FUND RESOURCES	1,022,329	(75)	1,022,254
Street Maintenance	324,970		
Salaries & Wages		(1,885)	
Personnel Benefits		(1,375)	
Total Street Maintenance			321,710
Street Light Maintenance	67,830		
Personnel Benefits		(75)	
Total Street Light Maintenance			67,755
Street Beautification	80,660		
Personnel Benefits		(85)	
Total Street Beautification			80,575
Total Operating Cost	473,460	(3,420)	470,040
Revenue over (Under) Operating Expenses	181,780	3,420	185,200
Capital Expenditures	<u>337,010</u>		<u>337,010</u>
Excess revenue over (under) operating and Capital	(31,790)	3,345	(28,445)
Undesignated Ending Fund Balance	211,859	3,345	215,204
Total Ending Fund Balance	211,859	3,345	215,204
TOTAL STREET FUND BUDGET	1,022,329	(75)	1,022,254

**Storm Fund
Adjustments to 2018 Preliminary Budget**

	<u>2018 Preliminary</u>	<u>Adjustment</u>	<u>2018 Adjusted</u>
Beginning Fund Balance	163,061		163,061
Preliminary Operating Revenues	497,000		497,000
TOTAL STORM FUND RESOURCES	660,061	0	660,061
Preliminary Operating Expenses	456,730		
Salaries & Wages		1,675	
Personnel Benefits		<u>(1,055)</u>	
Total Operating Expenses		620	457,350
Excess of revenues over(under) operating expenses	40,270	620	39,650
Transfer to Storm Capital Fund	81,900		81,900
Revenue over (Under) Operating Expenses w/Xfer	(41,630)	620	(42,250)
Undesignated Ending Fund Balance	121,431	620	120,811
TOTAL STORM FUND BUDGET	660,061	620	660,061

STORM CAPITAL FUND
Adjustments to 2019 Preliminary Budget

	<u>2019</u> <u>Preliminary</u>	<u>Adjustment</u>	<u>2019</u> <u>Adjusted</u>
Beginning Fund Balance	503,250		503,250
Capital Contributions	0		0
Transfer In	81,900		81,900
TOTAL STORM CAPITAL FUND RESOURCES	585,150	0	585,150
Capital Expenses	68,570		
Total Expenditures	68,570	0	68,570
Excess over (under) including capital	13,330	0	13,330
Undesignated Ending Fund Balance	516,580	0	516,580
TOTAL STORM CAPITAL FUND BUDGET	585,150	0	585,150

Water Fund
Adjustments to 2019 Preliminary Budget

	<u>2019</u> <u>Preliminary</u>	<u>Adjustment</u>	<u>2019</u> <u>Adjusted</u>
Beginning Fund Balance	281,192		281,192
Preliminary Operating Revenues	1,084,800		1,084,800
TOTAL WATER FUND RESOURCES	1,365,992	0	1,365,992
Preliminary Operating Expenses	1,031,773		
Salaries & Wages		(75)	
Personnel Benefits		(6,525)	
Total Operating Expenses			1,025,173
Revenue over (Under) Operating Expenses	53,027	(6,600)	59,627
Transfer to Water Capital	108,160		108,160
Excess revenue over (under) including Xfer	(55,133)	(6,600)	(48,533)
Undesignated Ending Fund Balance	226,059	(6,600)	232,659
TOTAL WATER FUND BUDGET	1,365,992	(6,600)	1,365,992

WATER CAPITAL FUND
Adjustments to 2019 Preliminary Budget

	2019 <u>Preliminary</u>	<u>Adjustment</u>	2019 <u>Adjusted</u>
Beginning Fund Balance	185,215		185,215
Capital Contributions	40,000		40,000
Transfer In	260,460		260,460
TOTAL WATER CAPITAL FUND RESOURCES	485,675	0	485,675
Capital Expenses	399,585		
Benefits		(25)	
Total Expenditures	399,585	(25)	399,560
Excess over (under) including capital	(99,125)	25	(99,100)
Undesignated Ending Fund Balance	86,090	25	86,115
TOTAL WATER CAPITAL FUND BUDGET	485,675	0	485,675

**Sewer Fund
Adjustments to 2019 Preliminary Budget**

	<u>2019 Preliminary</u>	<u>Adjustment</u>	<u>2019 Adjusted</u>
Beginning Fund Balance	782,641		782,641
Preliminary Operating Revenues	2,712,200		2,712,200
TOTAL SEWER FUND RESOURCES	3,494,841	0	3,494,841
Preliminary Operating Expenses	2,169,586		
Salaries & Wages		3,340	
Overtime		(100)	
Personnel Benefits		(860)	
Total operating Expenses			2,171,966
Revenue over (Under) Operating Expenses	542,614	(2,380)	540,234
Debt Service	315,090		315,090
Transfer to Sewer Capital	230,000		230,000
Excess revenue over (under) with debt & xfer	(2,476)	(2,380)	(4,856)
Undesignated Ending Fund Balance	780,165	2,380	777,785
TOTAL SEWER FUND BUDGET	3,494,841	2,380	3,494,841

SEWER CAPITAL FUND
Adjustments to 2019 Preliminary Budget

	<u>2019</u> <u>Preliminary</u>	<u>Adjustment</u>	<u>2019</u> <u>Adjusted</u>
Beginning Fund Balance	1,017,385		1,017,385
Capital Contributions	40,000		40,000
Transfer In	230,000		230,000
TOTAL SEWER CAPITAL FUND RESOURCES	1,287,385	0	1,287,385
Capital Expenses	262,420		
Benefits		(90)	
Total Expenditures	262,420	(90)	262,330
Excess over (under) including capital	7,580	90	7,670
Undesignated Ending Fund Balance	1,024,965	90	1,025,055
TOTAL SEWER CAPITAL FUND BUDGET	1,287,385	90	1,287,385

ERR Fund
Adjustments to 2019 Preliminary Budget

	<u>2019</u> <u>Preliminary</u>	<u>Adjustment</u>	<u>2019</u> <u>Adjusted</u>
Beginning Fund Balance	1,422,092		1,422,092
Preliminary Operating Revenues	182,090		182,090
Total Transfer In for Capital Replacement	196,496		196,496
TOTAL ERR FUND RESOURCES	1,800,678	0	1,800,678
Preliminary Operating Expenses	157,060	(35)	157,025
Revenue over (Under) Operating Expenses	25,030	35	25,065
Capital Expenses	370,578		370,578
Excess over (under) including capital	(149,052)	35	(149,017)
Undesignated Ending Fund Balance	1,273,040	35	1,273,075
TOTAL ERR FUND BUDGET	1,800,678	35	1,800,678

REET Fund
Adjustments to 2019 Preliminary Budget

		2019 <u>Preliminary</u>	<u>Adjustment</u>	2019 <u>Adjusted</u>
Beginning Fund Balance 1st		349,224		349,224
Beginning Fund Balance 2nd		<u>1,123,886</u>		<u>1,123,886</u>
	TOTAL	1,473,110	0	1,473,110
Preliminary Operating Revenues 1st 1/4		123,500		123,500
Preliminary Operating Revenues 2nd 1/4		<u>132,000</u>		<u>132,000</u>
	TOTAL	255,500		255,500
TOTAL REET FUND RESOURCES		1,728,610	0	1,728,610
Preliminary Expenses				
Transfer Out from REET (1st 1/4)		90,440		90,440
Transfer Out from REET (2nd 1/4)		<u>152,300</u>		<u>152,300</u>
	TOTAL	242,740	0	242,740
Ending Fund Balance 1st		382,284	0	382,284
Ending Fund Balance 2nd		<u>1,103,586</u>	<u>0</u>	<u>1,103,586</u>
	TOTAL	1,485,870	0	1,485,870
TOTAL REET FUND BUDGET		1,728,610	0	1,728,610

**Cumulative Reserve Fund
Adjustments to 2019 Preliminary Budget**

	2019 <u>Preliminary</u>	<u>Adjustment</u>	2019 <u>Adjusted</u>
Beginning Fund Balance General	3,000,000		3,000,000
Beginning Fund Balance Street	150,000		150,000
Beginning Fund Balance Water	11,513		11,513
Beginning Fund Balance Sewer	<u>369,250</u>		<u>369,250</u>
TOTAL	3,530,763	0	3,530,763
 TOTAL Cumulative Reserve Fund Resources	 3,530,763	 0	 3,530,763
 Ending Fund Balance General	 3,000,000		 3,000,000
Ending Fund Balance Street	150,000		150,000
Ending Fund Balance Water	11,513		11,513
Ending Fund Balance Sewer	<u>369,250</u>		<u>369,250</u>
TOTAL	3,530,763	0	3,530,763
 TOTAL Cumulative Reserve Fund Budget	 3,530,763	 0	 3,530,763

**Police Investigation Fund
Adjustments to 2019 Preliminary Budget**

	<u>2019 Preliminary</u>	<u>Adjustment</u>	<u>2019 Adjusted</u>
Beginning Fund Balance	12,103		12,103
Preliminary Operating Revenues	145		145
TOTAL POLICE INVESTIGATION FUND RESOURCES	12,248	0	12,248
Preliminary Operating Expenses	12,248		12,248
Undesignated Ending Fund Balance	0	0	0
TOTAL POLICE INVESTIGATION FUND BUDGET	12,248	0	12,248

NEW BUSINESS: **Accessory Dwelling Unit Utility Billing**
ITEM 10B.

FROM: **Jerry Wakefield, Public Works Director**

RECOMMENDED MOTION: **I move to adopt Ordinance No.____, amending Ordinance No. 1588 Section 2 and Fircrest Municipal Code (FMC) 20.12.010 Residential and Commercial Rate and amending Ordinance No. 1589 Section 1 and FMC 21.04.030 Residential Rate.**

PROPOSAL: The Council is being asked to consider amending the Fircrest Municipal Code (FMC) Title 21.04 and Title 20.12 regarding utility billing for Accessory Dwelling units (ADU).

FISCAL IMPACT: By amending this FMC and allowing Accessory Dwelling units to be billed as one dwelling unit, there will be a current loss of water and sewer revenue of about \$7,500/year.

ADVANTAGE: Allows a single family dwelling to have an ADU and only pay water and sewer utility bills as one dwelling unit.

DISADVANTAGES: Loss of water and sewer revenue by defining a single family with an ADU as one dwelling unit.

ALTERNATIVES: Continue to bill water and sewer utility for each dwelling unit.

HISTORY: In early 2017, the utility rate adjustment became effective and as a result, we reviewed all of the accounts. As a result, the accounts with an ADU were reviewed and evaluated as to the proper billing procedure. Four accounts with an ADU were notified of the utility fees and charges that were changing. Letters were sent out on March 9, 2017. All but one account accepted the change in billing procedures.

The one account that questioned the billing process was reviewed by staff and the correspondence to the account from the Public Works Director dated April 11, 2017 and the City Attorney dated June 1, 2017 explained the City's position. The City Attorney's letter provided the explanation of the interpretation of the code primarily regarding the water connection is equivalent to a dwelling unit.

As a result of this interpretation, this information was presented to the City Council for consideration and discussion at a study session. The Council direction was to consider only billing the single family dwelling which has an approved accessory dwelling unit as one dwelling unit.

ATTACHMENTS: [Ordinance](#)
[Ordinance \(redlined\)](#)

**CITY OF FIRCREST
ORDINANCE NO. ____**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AMENDING ORDINANCE NO. 1588
SECTION 2 AND FMC 20.12.010 RESIDENTIAL AND COMMERCIAL
RATE; AND AMENDING ORDINANCE NO. 1589 SECTION 1 AND
FMC 21.04.030 RESIDENTIAL RATE.**

WHEREAS, the City Council of the City of Fircrest determined to amend Fircrest Municipal Code (FMC) Title 20.12 and Title 21.04 regarding utility billing for accessory dwelling units; and

WHEREAS, by amending the FMC, single family residential units that have an accessory dwelling unit will only pay water and sewer utility bills as one dwelling unit. Now, Therefore,

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

Section 1. Section 2 of Ordinance No. 1588 and FMC 20.12.010 are hereby amended to read as follows:

“20.12.010 Residential and commercial rate.

Sewer service for single-family residential and multiple dwelling units use within and outside of city limits shall be charged as follows:

- (a) Single family residential units with an accessory dwelling unit (ADU), as defined by FMC 22.58.012, shall be billed as one dwelling unit.
- (b) In-City Residential. Residential and multiple dwelling units located within the city limits and connected to the sewer system of the city shall pay a bimonthly sewer service base charge plus a sewage treatment user charge, per dwelling unit. The residential and multiple dwelling bimonthly sewer service charges shall be in accordance with the following schedule:

Residential and Multiple Dwelling Sewer Charge

	2017	2018	2019
Sewage Treatment Charge	\$60.40	\$64.00	\$67.80
Sewer Service Base Rate	\$79.20	\$81.20	\$83.40

- (c) Out-of-City Sewer Service. For sewer service provided by the city for residential and multiple dwelling units use outside the Fircrest city limits shall be charged as outlined in subsection (a) of this section with an additional bimonthly sewer service base surcharge of \$10.00.
- (d) Commercial Rate. Commercial establishments shall pay a bimonthly sewer service base charge plus the monthly city of Tacoma sewage treatment user charge, which is based upon metered and estimated flows, but not less than a minimum total monthly sewer charge equal to that of the residential and multiple dwelling units.

The commercial bimonthly sewer service base charge shall be in accordance with the following schedule:

Commercial Sewer Charge

	2017	2018	2019
Commercial Sewage Treatment Charge	Calculated using city of Tacoma's sewage treatment user charge based on metered and estimated flows.	Calculated using city of Tacoma's sewage treatment user charge based on metered and estimated flows	Calculated using city of Tacoma's sewage treatment user charge based on metered and estimated flows.
Commercial Sewer Service Base Rate	\$106.08	\$111.68	\$117.68

(e) All rates and charges imposed by this section shall be collected in full for service furnished during any month or fractional month.”

Section 2. Section 1 of Ordinance No. 1589 and FMC 21.04.030 are hereby amended to read as follows:

“21.04.030 Residential rate.

Water furnished by the city of Fircrest for single-family residential and multiple dwelling units use and consumption within Fircrest city limits shall be furnished through metered connections and shall be charged for on the following basis:

- (a) Single family residential units with an accessory dwelling unit (ADU), as defined by FMC 22.58.012, shall be billed as one dwelling unit.
- (b) A bimonthly ready to serve charge for each meter regardless of size, per connection, shall be billed in accordance with the following schedule:

Residential and Multiple Dwelling Water Ready to Serve Charge

	2017	2018	2019
Ready to Serve Charge	\$34.00	\$35.50	\$37.00

(c) A charge for water consumed through each meter shall be billed in accordance with the following schedule:

Commercial Tier for Residential and Multiple Dwelling Units

	2017	2018	2019
Tier 1 (0 – 1,000 cf)	\$0.0100	\$0.0104	\$0.0109
Tier 2 (1,001 – 4,000 cf)	\$0.0150	\$0.0157	\$0.0163
Tier 3 (4,001 - + cf)	\$0.0250	\$0.0261	\$0.0272

(d) Water furnished by the city of Fircrest for single-family residential and multiple dwelling units use and consumption outside the Fircrest city limits shall be charged as outlined in subsections (a) and (b) of this section with an additional bimonthly surcharge of \$25.00.

(e) All rates and charges imposed by this section shall be collected in full for service furnished during any month or fractional month.”

Section 3. Severability: If any section, sentence, clause, or phrase of this ordinance should be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this sentence.

Section 4. Publication and Effective Date: A summary of this ordinance consisting of its title shall be published in the official newspaper of the city. This ordinance shall be effective five (5) days after such publication.

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

APPROVED:

Hunter T. George, Mayor

ATTEST:

Jessica Nappi, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

DATE OF PUBLICATIONS:

EFFECTIVE DATE:

20.12.010 Residential and commercial rate.

Sewer service for single-family residential and multiple dwelling units use within and outside of city limits shall be charged as follows:

[\(a.\) Single family residential units with an accessory dwelling unit \(ADU\), as defined in FMC 22.58.012, shall be billed as one dwelling unit.](#)

[\(ab\)](#) In-City Residential. Residential and multiple dwelling units located within the city limits and connected to the sewer system of the city shall pay a bimonthly sewer service base charge plus a sewage treatment user charge, per dwelling unit. The residential and multiple dwelling bimonthly sewer service charges shall be in accordance with the following schedule:

Residential and Multiple Dwelling Sewer Charge

	2017	2018	2019
Sewage Treatment Charge	\$60.40	\$64.00	\$67.80
Sewer Service Base Rate	\$79.20	\$81.20	\$83.40

[\(bc\)](#) Out-of-City Sewer Service. For sewer service provided by the city for residential and multiple dwelling units use outside the Fircrest city limits shall be charged as outlined in subsection (a) of this section with an additional bimonthly sewer service base surcharge of \$10.00.

[\(cd\)](#) Commercial Rate. Commercial establishments shall pay a bimonthly sewer service base charge plus the monthly city of Tacoma sewage treatment user charge, which is based upon metered and estimated flows, but not less than a minimum total monthly sewer charge equal to that of the residential and multiple dwelling units. The commercial bimonthly sewer service base charge shall be in accordance with the following schedule:

Commercial Sewer Charge

	2017	2018	2019
Commercial Sewage Treatment Charge	Calculated using city of Tacoma's sewage treatment user charge based on metered and estimated flows.	Calculated using city of Tacoma's sewage treatment user charge based on metered and estimated flows.	Calculated using city of Tacoma's sewage treatment user charge based on metered and estimated flows.

Commercial Sewer Charge

	2017	2018	2019
Commercial Sewer Service Base Charge	\$106.08	\$111.68	\$117.68

(de) All rates and charges imposed by this section shall be collected in full for service furnished during any month or fractional month. (Ord. 1588 § 2, 2016; Ord. 1478 § 1, 2009; Ord. 1454 § 1, 2008; Ord. 1447 § 1, 2007; Ord. 1427 § 1, 2006; Ord. 1268 § 1, 2000; Ord. 1229 § 1, 1999; Ord. 1158 § 1, 1997; Ord. 1138 § 1, 1997; Ord. 1051 § 1, 1993; Ord. 980 § 1, 1990; Ord. 864 § 1, 1987; Ord. 814 § 2, 1985; Ord. 745 § 5, 1980).

21.04.030 Residential rate.

Water furnished by the city of Fircrest for single-family residential and multiple dwelling units use and consumption within Fircrest city limits shall be furnished through metered connections and shall be charged for on the following basis:

(a.) Single family residential units with an accessory dwelling unit (ADU), as defined in FMC 22.58.012, shall be billed as one dwelling unit.

(ab) A bimonthly ready to serve charge for each meter regardless of size, per connection, shall be billed in accordance with the following schedule:

Residential and Multiple Dwelling Water Ready to Serve Charge

Year	2017	2018	2019
Ready to Serve Charge	\$34.00	\$35.50	\$37.00

(bc) A charge for water consumed through each meter shall be billed in accordance with the following schedule:

Consumption Tier for Residential and Multiple Dwelling Units

	2017	2018	2019
Tier 1 (0 – 1,000 cf)	\$0.0100	\$0.0104	\$0.0109
Tier 2 (1,001 – 4,000 cf)	\$0.0150	\$0.0157	\$0.0163
Tier 3 (4,001 – + cf)	\$0.0250	\$0.0261	\$0.0272

(ed) Water furnished by the city of Fircrest for single-family residential and multiple dwelling units use and consumption outside the Fircrest city limits shall be charged as outlined in subsections (a) and (b) of this section with an additional bimonthly surcharge of \$25.00.

(de) All rates and charges imposed by this section shall be collected in full for service furnished during any month or fractional month. (Ord. 1589 § 1, 2016; Ord. 1446 § 1, 2007; Ord. 1365 § 1, 2005; Ord. 1287 § 1, 2001; Ord. 1119 § 1, 1996; Ord. 1086 § 1, 1994; Ord. 1016 § 1, 1992; Ord. 979 § 1, 1990; Ord. 891 § 1, 1988; Ord. 745 § 1, 1980).

NEW BUSINESS: **Databar Contract Agreement**
ITEM 10C.

FROM: **Jerry Wakefield, Public Works Director**

RECOMMENDED MOTION: **I move to adopt Resolution No.____, authorizing the City Manager to execute a professional services agreement with Databar, Inc. for printing and mailing services.**

PROPOSAL: The Council is being asked to authorize a professional services agreement with Databar, Inc. to provide printing and mailing services, including processing, printing, collating and mailing a variety of City communication pieces (e.g. statements, brochures, flyers, and calendars).

FISCAL IMPACT: Services for the City's printing needs are budgeted and the contract has been used to establish the budget.

ADVANTAGE: Provides for continuation of services previously contracted with Databar only with a new and current contract.

DISADVANTAGES: None known.

ALTERNATIVES: Not select Databar and negotiate a contract with one of the other out of town vendors.

HISTORY: In March 2018, staff discussed considering options other vendors for the City's printing needs. A request for proposals (RFP) was prepared for city wide printing and mailing services. The RFP was sent to ten companies that were identified in our MSRC roster for this type of vendor. We received three responses, Databar (Edgewood, WA), The Master's Touch (Spokane, WA), and Wright Business Graphics (Portland, OR). The proposals were evaluated by the City's Public Works Director and Utility Billing Clerk. Databar was selected to continue these services for the City. This contract was prepared as an update to the previous contract.

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 A PROFESSIONAL SERVICES
AGREEMENT WITH DATABAR, INC. FOR PRINTING AND
MAILING SERVICES.**

WHEREAS, the City of Fircrest has contracted with Databar, Inc. to provide City printing and mailing services , including process, print, collate and mail a variety of City communication pieces (e.g. statements, brochures, flyers and calendars) needed by the City; and

WHEREAS, Databar 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 a professional services agreement with Databar, Inc. for printing and mailing services.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 13th day of
November 2018.

APPROVED:

Hunter T. George, Mayor

ATTEST:

Jessica Nappi, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

CITY OF FIRCREST
AGREEMENT FOR PRINTING AND MAILING SERVICES WITH DATABAR, INC.

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 Databar Inc., hereinafter referred to as "Contractor" in consideration of the mutual benefits, terms and conditions hereinafter specified.

2. PROJECT DESIGNATION

The Contractor is retained by the City to provide printing and mailing services, including process, print, collate and mail a variety of City communication pieces, to include but are not limited to statements, brochures, flyers and calendars. The City shall provide the Contractor form data via direct download to Contractor's FTP site or other acceptable magnetic media form at the rate of approximately 2,230 statements per month. The City shall provide the Contractor flyers, newsletters, calendar artwork and other similar communication pieces, via direct download to Contractor's FTP site or other acceptable magnetic media form.

3. TERMS OF AGREEMENT

Notwithstanding, the date of execution hereof, this Agreement shall be in effect October 10, 2018 to December 31, 2019, and may be renewed yearly. Either party may terminate this Agreement upon thirty (30) day's written notice to the other party. If neither party provides to the other written notice of its desire to not renew this Agreement at least thirty (30) days prior to the expiration of such term, then this Agreement shall automatically be renewed for an additional one (1) year period under the same understanding. The Contractor 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.

4. PERFORMANCE AND STANDARDS AND TERMINATION

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 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. 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. The Contractor 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.

5. SCOPE OF SERVICE

A. Billing Statements

The Contractor shall provide the following services and supplies:

1. Forms as approved by the City;
2. Imaging will be printed in two (2) colors on the face and one (1) color on the back. Imaging will include a bar code for reconciliation;

3. Processing which shall include: compilation of data, processing of data including redirection of flagged accounts, CASS certification and bar coding of addresses, imaging of variable data and statement onto a single sheet of 20# statement stock, perforated for remittance;
4. Folding and insertion of form with #9 return envelopes into double window #10 envelope;
5. Contractor shall process and mail all forms within twenty-four (24) business hours of receipt of final, complete data from the City. Processing and mailing will be done even months only, six (6) times per year;
6. Contractor shall send an E-mail to confirm receipt of each data, which shall include statement samples and job verification information;
7. Contractor shall process all billings within twenty-four 24 business hours of receipt of approval to proceed with processing of billing data from the City;
8. Normal turnaround form flyers, newsletters and other similar communication pieces to be included with statements is ten (10) working days in advance of mailing; Rate is to be agreed upon by the City and Contractor. If the City produces the inserts they will need to be delivered to the Contractor three (3) working days prior to mailing date; Minor changes, including monthly messages, will be provided at no charge.
9. Testing of Data – Contractor shall run three (3) test files prior to commencing processing of billings to ensure success of processing.

B. All Other Communication Pieces

(i.e. Flyers, newsletters, calendars, etc. not Included as an Insert with Billing Statements)

The Contractor shall provide the following services and supplies:

1. All job specification to include but not be limited to imagining, paper size and weight, printing and folding, as agreed upon by Fircrest and Contractor;
2. Contractor shall send an E-mail to confirm receipt of each communication piece and send a sample proof copy for review and approval by Fircrest;
3. Contractor shall process all communication pieces within twenty-four (24) business hours of approval to proceed with production and mailing.

6. PAYMENT

In consideration for this service, the City will pay the rate of eighty-nine cents (\$0.89) per bill mailed, including first class postage, at a minimum of one hundred dollars (\$100.00) per billing run to the Contractor.

7. PROGRAMMING

Programming will be billed as needed at the rate of one hundred twenty-five dollars (\$125.00) per hour.

8. INCREASES IN POSTAGE AND PAPER COSTS

Should U.S. Postal Service bulk postage rate rise during the Agreement period, the amount the City will pay per billing shall increase by the corresponding amount of the postage increase only. The Contractor shall notify the City at least one month in advance of any postage increase and shall detail the amount of the increase and its effective date. Also, should paper prices increase beyond the point that the Contractor can absorb, the Contractor will contact the City about any necessary adjustments.

9. BILLING METHOD

The Contractor shall submit invoices to the City weekly. Invoices shall detail the dates of form data files billed, number of forms processed, number of inserts processed, cost per billing and insertion,

extension of line costs and grand total. Invoices shall be sent to 115 Ramsdell Street, Fircrest, WA 98466.

10. NOTICE OF DELAYS

When either the Contractor or the City has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of the Agreement, that party shall, within two (2) days, give notice thereof, including all relevant information with respect to the other party.

11. 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 Supervisor 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.

12. CONFIDENTIALITY OF RECORDS

The Contractor acknowledges that all information received from the City, in whatsoever format and/or form, is confidential and proprietary information. The Contractor will not disclose nor allow, permit or make available for disclosure, or use, either during or after the term of this Agreement, any information received from the City without the City's prior written consent except to the extent necessary to perform its services under this Agreement. This Agreement is confidential and shall not be disseminated or distributed to anyone or in any manner.

Upon termination of the Contractor's services to the City, or at the City's request, the Contractor shall deliver to the City all information in its possession either in written or electronic form, and verify that all additional data bases or other electronic possession of this information has been permanently deleted.

13. WARRANTY OF SERVICES

The Contractor warrants that it will perform all work under this Agreement in accordance with the standards and practices of care, skill and diligence customarily observed by similar firms under similar circumstances. The Contractor warrants that all Services performed hereunder shall be free of defects in workmanship. If the Services do not meet the warranties specified herein, the City may, at its option require the Contractor to correct at no cost to the City any defective or nonconforming item. The foregoing remedy is in addition to all other remedies at law, in equity or under this Agreement.

14. 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.

15. CONTACT PERSONNEL

The contact person for the Contractor's services shall be Kurt Hovrud at (253) 770-7338 ext. 207. The contact person at the City shall be the Utility Billing Clerk at (253) 238-4126 or (253) 564-8900.

16. NON-DISCRIMINATION

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

17. 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.

18. WAIVER

No waiver of a breach of any provision of the Agreement by either the Contractor or the City shall constitute a waiver of any other breach of the same provision or any other provision of the Agreement. Failure of either the City or the Contractor to enforce at any time, or from time to time, any provisions of this Agreement, shall not be construed as a waiver of such provision or breach. The remedies herein reserved shall be cumulative and additional to any other remedies in law or in equity.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the City and the Contractor. It supersedes all prior communications, agreements, contracts and promises, either oral or written, by the City and the Contractor. No modification of the terms of this Agreement shall be effective unless agreed to in writing by both the City and Contractor.

Dated this _____ day of _____, 2018.

CITY OF FIRCREST

DATABAR INC.

By: _____
Scott Pingel, City Manager

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

NEW BUSINESS: **Planning and Building Fee Schedule**
ITEM 10D.

FROM: **Angelie Stahlnecker, Planning and Building Administrator**

RECOMMENDED MOTION: **I move to adopt Resolution No._____, adopting a revised Planning and Building services fee schedule.**

PROPOSAL: The City of Fircrest proposes to adopt a new Planning and Building fee schedule in order to more appropriately recover costs and increase efficiency and equitability. Significant changes include:

- Merge the planning fees and building fees into one combined fee schedule
- Revise land use fees to be based on Project Type
- Revise the method of how appeal fees are assessed
- Create flat rate fees for fire protection permits
- Eliminate different fees for different “sizes”
- Lower home occupation fees

FISCAL IMPACT: The proposed amendments will increase the revenue for planning and building permits, better covering the costs of fee-based application expenses. It will lower the revenue for home occupations applications, but there will be a corresponding reduction in staff time and processing expenses due to transitioning the application to the Department of Revenue’s business license system.

ADVANTAGE: The updated fee schedule is intended to recover the costs associated with the services rendered.

DISADVANTAGES: None.

ALTERNATIVES: Maintain the current fee schedule.

HISTORY: The International Codes were adopted by Fircrest in June of 2004 and fees established pursuant to Resolution No. 830. That resolution shifted all fees to a separate fee schedule. The last major fee schedule adoption was in 2008. A minor adjustment was made in 2014 to the building portion of the fee schedule in order to adjust for increases to the building official fees.

The City Council held study sessions on August 20 and October 15, 2018. Based on discussion during the October 15 meeting, the proposed residential re-roof permit has been reduced from \$100 to \$55.

ATTACHMENT: [Resolution](#)

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, ADOPTING A REVISED PLANNING
AND BUILDING SERVICES FEE SCHEDULE.**

WHEREAS, it is the desire of the City Council of the City of Fircrest to charge sufficient fees for cost recovery in the processing of land use and building permit applications and the provision of related services; and

WHEREAS, the City Council reviewed the proposed fee changes and structure at study sessions held on August 20, 2018 and October 15, 2018; and

WHEREAS, the City has determined that the combined planning and building services fee schedule will enable reasonable costs recovery for the wide range of applications likely to be submitted to the City for processing. Now Therefore,

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

Section 1. The Fircrest City Council hereby adopts the following fees and provisions pertaining to the processing of permit applications and related services as identified in Exhibit A.

Section 2. The fee schedule shall become effective upon approval, except for the home occupation fees which will become effective on January 14, 2019 as dictated by RCW 35.90.070.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 13th day of November
2018.

APPROVED:

Hunter T. George, Mayor

ATTEST:

Jessica Nappi, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

Exhibit A

Planning and Building Fee Schedule

Land Development

Land use applications shall be assessed by Type as identified in FMC 22.05 unless specified elsewhere. The applicant shall be responsible for the actual cost incurred by the City in processing the application. The Planning Director may adjust the initial deposit depending on size of project.

The applicant shall be responsible for the actual cost incurred by the City in processing the application. The actual cost shall be reduced by the amount of the deposit. The applicant shall remit to the City the amount exceeded by the deposit. If the deposit exceeds the City's actual costs, the balance shall be refunded.

	Fees	Deposit
Type I	\$100	\$250
Type II-A	\$250	\$300
Type II-B	\$250	\$1,000
Type III-A (residential/nonresidential)	\$400/\$750	\$1000/\$2000
Type III-B	\$500	\$2,000
Type IV	\$400	\$1,250
Type V	\$500	\$2,000

Note: Alterations and Vacations will be charge at 50% of the fee rate

Other Land Use Fees	Fees	Deposit
Accessory Dwelling Unit - Attached	\$150	
Accessory Dwelling Unit - Detached	See Type III-A	
Home Occupation <i>Type I-A</i>	\$25	
<i>Type I-B</i>	\$50	
<i>Type II</i>	See Type III-A	
SEPA Checklist	\$200	\$500
SEPA Environmental Impact Study	\$550	\$4,300
Critical Area Study	\$200	\$1,000
Short-Term Rentals (<i>includes life safety inspection</i>)	\$150	
Temporary accessory structures listed in FMC 22.58.015	exempt	
Zoning Verification	\$200	
Freestanding Signs	Type II-B	
Temporary and portable Signs	exempt	
All other Signs	Type I	

Appeals and Continuations	Fees	
Public Hearing Continuation Request	\$100	
Reconsideration	\$100	*
Appeal of Administrative Decision	\$100	*
Appeal of Planning Commission or Hearing Examiner Decision	\$100	*
Appeal of SEPA Determination	\$100	*
Appeal of Building Official Decision	\$100	*

** Appellants who substantially prevail on appeal or reconsideration shall not be billed for the actual cost of the application. Appellants who do not substantially prevail on appeal or reconsideration, or whose appeal is dismissed for lack of standing, shall be billed for the actual cost of the application.*

Planning and Building Fee Schedule

Building and Construction

Building Permit fees shall be set based upon the project valuation, unless specified elsewhere. Project valuations shall be submitted by the applicant and shall be the total value of all construction work for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air-conditioning, elevators, fire-extinguishing systems and any other permanent equipment.

If, in the opinion of the building official, the valuation is underestimated on the application, the applicant may show detailed estimates to meet the approval of the building official. Final building permit valuation shall be set by the building official.

VALUE-BASED FEE TABLE

Project Valuation		Fee
\$1.00 to \$2,000		\$100
\$2,001 to \$25,000	For the first \$2000	\$100
	For each additional \$1,000	plus \$17
\$25,001 to \$50,000	For the first \$25,000	\$491
	For each additional \$1,000	plus \$12
\$50,001 to \$100,000	For the first \$50,000	\$791
	For each additional \$1,000	plus \$9
\$100,001 to \$500,000	For the first \$100,000	\$1,241
	For each additional \$1,000	plus \$7
\$501,000 to \$1,000,000	For the first \$500,000	\$4,041
	For each additional \$1,000	plus \$5
Over \$1,000,000	For the first \$1,000,000	\$6,541
	For each additional \$1,000	plus \$4

Planning and Building Fee Schedule

Single-Family Dwelling and Duplex

New Construction	Fee
Building Permit (includes clearing and grading)	Value-Based
Plan Review	65% of building permit
Energy Code Review	\$100
Design and Site Review	\$150
Site Development (storm and erosion control)	\$300
Whole House Mechanical	\$250
Whole House Plumbing	\$250
Single-Family Dwelling Sprinkler System	\$100

Additions and Detached Accessory Structures	Fee
Building Permit	Value-Based
Plan Review	65% of building permit
Energy Code Review	\$50
Design and Site Review	\$75
Site Development (storm and erosion control)	\$150
Mechanical Permit	\$40 plus \$15 item
Plumbing Permit	\$40 plus \$15 item
Additions/Repairs to existing sprinkler systems	\$50

Remodel	Fee
Building Permit	Value-Based
Plan Review	65% of building permit
Energy Code Review	\$50
Design and Site Review (if required)	\$75
Mechanical Permit	\$40 plus \$15 item
Plumbing Permit	\$40 plus \$15 item
Additions/Repairs to existing sprinkler systems	\$50

Other Residential Permits	Fee
Re-roof	\$55
Clearing and Grading prior to permit issuance	\$50
Demolition Permit	\$100
Other construction requiring a building permit	Value-Based
Adult Family Home Inspection (minimum 2 hours)	\$100 per hour
Non-project Clearing and Grading	See Type II-B

Planning and Building Fee Schedule

Multi-Family and Nonresidential

New Construction	Fee	Deposit
Building Permit	Value-Based	
Plan Review	65% of building permit	
Energy Code Review	\$200	
Design and Site Review	See Land Use Types	
Site Development	\$350	\$1,000
Mechanical Permit	Value-Based	
Plumbing Permit	Value-Based	

Tenant Improved and Remodel	Fee	
Building Permit	Value-Based	
Plan Review	65% of building permit	
Energy Code Review	\$100	
Mechanical Permit	\$40 plus \$15 item	
<i>Submitted Values over \$5000</i>	Value-Based	
Plumbing Permit	\$40 plus \$15 item	
<i>Submitted Values over \$5000</i>	Value-Based	

Other Commercial Permits	Fee	Deposit
Demolition Permit	\$200	
Fire Permit	\$150	
Non-project Clearing and Grading	See Type II-B	
Plumbing/Mechanical Plan Review	50% of permit fee	
Re-roof	\$150	
Site Development Permit	\$375	\$1,000

Miscellaneous

Inspections	Fees	Minimum
Certificate of Occupancy Only	\$100 per hour	1 hours
Courtesy During Normal Inspection Hours	\$100 per hour	.5 hours
Life Safety Inspection	\$100 per hour	2 hours
Outside Normal Hours	\$100 per hour	2 hours
Re-inspection Fee	\$50	

Other	Fees
Additional Plan Review (minimum .5 hour)	\$100 per hour
Investigation Fees/Work without Permits	Double Permit Fee
Permit Extension (if granted over 1 year from issuance)	50% of permit
Temporary Certificate of Occupancy	\$50
Outside Consultants	Actual Cost

NEW BUSINESS: WA Traffic Safety Commission
ITEM 10E.

FROM: Scott Pingel, City Manager

RECOMMENDED MOTION: I move to adopt Resolution No. ____, authorizing the City Manager to execute an Interagency Agreement with the Washington Traffic Safety Commission allowing the Fircrest Police Department to assist in multi-jurisdictional DUI, distracted driving, motorcycle, and seat belt patrols.

PROPOSAL: The Council is being asked to authorize an interagency agreement with the Washington Traffic Safety commission allowing the Fircrest Police Department to assist in multi-jurisdictional DUI, distracted driving, motorcycle, and seat belt patrols.

FISCAL IMPACT: If approved, the Department will receive a grant to participate in various emphasis patrols. The \$11,275 grant would provide: \$2,500 to participate in distracted driving patrols, \$900 in seat belt enforcement, \$2,675 in statewide DUI mobilization, \$3,000 with Target Zero teams, and \$1,300 Flex Funding on task force emphasis patrols. This grant money would be used to pay for officers' overtime and benefits.

ADVANTAGE: Additional officers on the streets at little cost to our citizens.

DISADVANTAGES: None known.

ALTERNATIVE: Not to participate.

HISTORY: Since 1998, the Department has been participating with other agencies from around the Puget Sound in doing traffic emphasis patrols. Many of the emphasis patrols will be conducted in our city and some will be targeted in other areas of the County. This program enables the Department to put extra officers on Fircrest streets at very little cost to our taxpayers. The Interagency Agreement requests the City to participate in the following emphasis patrols:

- Holiday DUI patrols: 12/12/2018-1/2/2019
- Distracted Driving patrols: 3/28/2019-4/14/2019
- Click It or Ticket: 5/13/2019-6/2/2019
- Drive Sober or Get Pulled Over: 8/16/2019-9/3/2019
- Fircrest will be hosting an emphasis patrol during the Cinco de Mayo weekend

ATTACHMENTS: [Resolution](#)
[Interagency 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 INTERAGENCY AGREEMENT WITH THE
WASHINGTON TRAFFIC SAFETY COMMISSION ALLOWING THE
FIRCREST POLICE DEPARTMENT TO ASSIST IN MULTI-
JURISDICTIONAL DUI, MOTOR CYCLE, DISTRACTED DRIVING,
AND SEAT BELT PATROLS.**

WHEREAS, the City of Fircrest is concerned about the safety of all its citizens and property; and

WHEREAS, an entity known as the Washington Traffic Safety Commission has created the Tacoma/Pierce County DUI and Traffic Safety Task Force to assist in multi-jurisdictional high visibility emphasis patrols for the purpose of promoting the targeting, apprehending and successfully prosecuting as many DUI violators as possible and for participating in seat belt, motor cycle, and distracted driving focused patrols as part of a statewide high-visibility enforcement campaign; and

WHEREAS, it is the desire of various law enforcement agencies within Pierce County to participate in such a task force.

WHEREAS, multi-agency participation in such a task force is possible by virtue of the Washington Mutual Aid Peace Officer Powers Act set forth in Chapter 10.93 RCW and the Interlocal Cooperation Act set forth in Chapter 39.34 RCW. 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 an Interagency Agreement with the Washington Traffic Safety Commission.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 13th day of November
2018.

APPROVED:

Hunter T. George, Mayor

ATTEST:

Jessica Nappi, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney



INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

Fircrest Police Department

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as “WTSC,” and Fircrest Police Department, hereinafter referred to as “SUB-RECIPIENT.”

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the Parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) numbers 20.600 and 20.616, for traffic safety grant project 2019-HVE-3294-Fircrest Police Department, specifically to provide funding for the SUB-RECIPIENT to conduct overtime high-visibility enforcement (HVE) traffic safety emphasis patrols as outlined in the Statement of Work (SOW), in support of Target Zero priorities. The Target Zero Manager (TZM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic-related deaths and serious injuries.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both Parties, but not earlier than October 1, 2018, and remain in effect until September 30, 2019, unless terminated sooner, as provided herein.

3. STATEMENT OF WORK

Note: This statement of work applies only to HVE emphasis areas for which your agency has received HVE funding.

GOAL: To reduce traffic related deaths and serious injuries through education of impaired driving, occupant protection, speeding and distracted driving multijurisdictional HVE patrols throughout the state.

SCOPE OF WORK: The statewide high visibility enforcement patrols are paired with media participation to engage, deter, and educate drivers about the impacts of making unsafe decisions when driving. Outreach efforts are supported by the WTSC during statewide HVE campaigns. Regional TZMs also support public outreach efforts during locally planned HVE events. Below are descriptions of the Scope of Work for each funding category. The WTSC accepts written requests for moderations to the Scope of Work through the regional Target Zero Manager.

This grant provides funding for HVE enforcement in a variety of emphasis areas: impaired driving enforcement, distracted driving enforcement, seat belt use enforcement, flex patrols, motorcycle safety patrols, Target Zero Teams.

HVE Enforcement Plan Requirement:

A HVE Mobilization Plan is required prior to all HVE activity. The local traffic safety task force and TZM are responsible for submitting this form to the WTSC HVE Program Manager prior to enforcement activities begin. This form serves as prior approval for HVE events and includes the following information:

- Problem statement
- Description of enforcement strategy, including expected law enforcement agencies participating in the event, target violation, and target locations
- Public outreach strategy
- Evaluation plan

Law enforcement officers will complete an Emphasis Patrol Activity Log within 48 hours of the completion of the patrols.

Statewide Impaired Driving Enforcement:

The agency will engage in multijurisdictional HVE patrols, as part of the national effort, for all or part of the following campaigns:

- Holiday DUI Patrols – December 12 – January 2
- Drive Sober or Get Pulled Over – August 16 – September 3

The DUI patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Except when prior approval is provided, impaired driving HVE must begin after 6:00 p.m. and will occur Thursday-Sunday.

Up to 40 percent of funding in this category can be expended outside of the campaign periods. However, the funds must only be used for impaired driving enforcement and during another national impaired driving enforcement campaign or other large local event.

This funding can be used to support the professional growth of officers with limited exposure to impaired

driving enforcement. With the approval of the region's TZM and WTSC, officers can participate in mentoring for impaired driving enforcement. Requirements for this use of funds include the following:

- WTSC approval for impaired driving mentorship is done through the HVE Mobilization Plan. Approval for mentorship must be received prior to the activity date.
- The training officer must be a Drug Recognition Expert or ARIDE trained.
- TZMs can submit a request for an officer who doesn't meet these requirements to be a mentor. This request must be detailed on the HVE Mobilization Plan.
- There must be a review of the SFST procedure prior to the enforcement activity.
- There is a limit of 2 times per year that an officer can be a mentee.
- Funds permitting, mentees will participate in at least 1 impaired driving mobilization after completing mentoring.
- Each region or county-level task force can set additional requirements for participation in this use of funding.
- To be eligible for this activity, the task force must have a policy for DUI Mentoring.
- Funding will pay for overtime for the mentor officer and the mentee officer.

This funding can be used to conduct premise checks in bars and other establishments that sell alcohol. To be used for this purpose, the activity must meet the following requirements:

- Approval for this activity is done through the HVE Mobilization Plan. This plan must be received prior to the activity date. It should include details such as the estimated number of hours and officers who will be participating in this activity. It should also include a plan for what officers will discuss with the premise (Ex. distributing coasters, HVE dedication materials, mobilization creative, etc.)
- Each establishment is counted as 1 contact on the Officer Activity Log.
- The WA Liquor and Cannabis Board must be notified in advance of this activity to encourage collaboration and support.

Statewide Distracted Driving Enforcement:

The agency will engage in multijurisdictional HVE patrols, as part of the national effort, for all or part of the following campaign:

- On the Road Off the Phone – March 28 - April 14

With the State of Washington's new distracted driving law, these patrols will be important to ensure through education and enforcement that drivers understand and are following the new law. These patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Wherever possible these patrols shall occur in areas with the highest number of past distracted driving violations.

Up to 40 percent of funding in this category can be expended outside of the campaign periods. However, the funds must only be used for distracted driving enforcement.

Statewide Seat Belt Use Enforcement:

The agency will engage in multijurisdictional HVE patrols, as part of the national effort, for all or part of the following campaign:

- Click It or Ticket – May 13 – June 2

These patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Whenever possible these patrols shall occur in areas with the lowest seat belt use.

Up to 40 percent of funding in this category can be expended outside of the campaign periods. However, the funds must only be used for seat belt use enforcement.

Flex Patrols:

The local Task Force may coordinate local impaired driving, seatbelt, distracted driving, or speeding HVE events during the contract period. Dates of flex HVE events may not coincide with statewide patrol periods. Dates of local patrols will be reported in advance to the WTSC. Ideally, the HVE mobilization plans for flex patrols are sent to the WTSC for review at least 2 months prior to the event date. Only enforcement activity conducted during a pre-approved event will be considered for reimbursement.

This funding can be used to support the professional growth of officers with limited exposure to impaired driving enforcement. With the approval of the region's TZM and WTSC, officers can participate in mentoring for impaired driving enforcement. Requirements for this use of funds include the following:

- The activity must be during a Friday or Saturday night.
- WTSC approval for impaired driving mentorship is done through email communication with the Target Zero Teams WTSC Program Manager. Approval for mentorship must be received prior to the activity date.
- The training officer must be a Drug Recognition Expert trained officer.
- TZMs can submit a request for an officer who doesn't meet these requirements to be a mentor. This request must be detailed on the HVE Mobilization Plan.
- There must be a review of the SFST procedure prior to the enforcement activity.
- There is a limit of 2 times per year that an officer can be a mentee.
- Funds permitting, mentees will participate in at least 1 Target Zero Teams or other impaired driving enforcement mobilization after completing mentoring.
- Each region or county-level task force can set additional requirements for participation in this use of funding.
- To be eligible for this activity, the task force must have a policy for DUI Mentoring.
- Funding will pay for overtime for the mentor officer and the mentee officer.

This funding can be used to conduct premise checks in bars and other establishments that sell alcohol. To be used for this purpose, the activity must meet the following requirements:

- Approval for this activity is done through the HVE Mobilization Plan. This plan must be received prior to the activity date. It should include details such as the estimated number of hours and officers who will be participating in this activity. It should also include a plan for what officers will discuss with the premise (Ex. distributing coasters, HVE dedication materials, mobilization creative, etc.)
- Each establishment is counted as 1 contact on the Officer Activity Log.
- The WA Liquor and Cannabis Board must be notified in advance of this activity to encourage collaboration and support.

Motorcycle Safety Patrols

The agency will engage in multijurisdictional HVE patrols, as part of the national effort, for all or part of the

following campaign:

- Motorcycle Safety Patrols – July 5 – 21

These motorcycle safety patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force.

Patrols should focus on the illegal and unsafe driving actions of motorcycles that are known to cause serious and fatal crashes. This includes speeding, impaired riding, and following too closely.

Patrols should also focus on the illegal and unsafe driving actions of all other motor vehicles when relating to motorcycles. This includes speeding, failure to yield to a motorcycle, following too closely to a motorcycle, distracted driving, etc.

Whenever possible, AGENCY should include motorcycle officers in these patrols.

Target Zero Teams Patrols:

The agency will engage in impaired driving multijurisdictional HVE patrols. The DUI patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force.

Whenever possible the Target Zero Teams patrols shall begin after 4:00 p.m. Only work done on Task Force/TZM pre-approved dates will be considered for reimbursement. Funds may be used toward impaired driving training purposes, on a case by case basis. Requests should be made in writing prior to the training, submitted to the TZM, and approved by the WTSC.

Target Zero Teams funding can be used to support the professional growth of officers with limited exposure to impaired driving enforcement. With the approval of the region's TZM and WTSC, officers can participate in mentoring for impaired driving enforcement. Requirements for this use of funds include the following:

- The activity must be during a Friday or Saturday night.
- WTSC approval for impaired driving mentorship is done through email communication with the Target Zero Teams WTSC Program Manager. Approval for mentorship must be received prior to the activity date.
- The training officer must be a Drug Recognition Expert trained officer.
- TZMs can submit a request for an officer who doesn't meet these requirements to be a mentor. This request must be detailed on the HVE Mobilization Plan.
- There must be a review of the SFST procedure prior to the enforcement activity.
- There is a limit of 2 times per year that an officer can be a mentee.
- Funds permitting, mentees will participate in at least 1 Target Zero Teams or other impaired driving enforcement mobilization after completing mentoring.
- Each region or county-level task force can set additional requirements for participation in this use of funding.
- To be eligible for this activity, the task force must have a policy for DUI Mentoring.
- Funding will pay for overtime for the mentor officer and the mentee officer.

Standardized Field Sobriety Testing (SFST) Training Requirement:

The agency certifies that all officers participating in these patrols are SFST trained and meet the following requirement:

- Officer must be BAC certified and have passed the SFST refresher training within the prior three years, or
- Officer must have successfully completed Advanced Roadside Impaired Driving Enforcement (ARIDE), or
- Officer must be a certified Drug Recognition Expert.
- For impaired driving HVE mobilizations, there is one additional requirement:
- Officers must have made a DUI/DWI arrest within the past twelve months.

Media Contacts:

All of these patrols are conducted as part of a highly publicized, educational effort. Publicity campaigns about these patrols are planned to alert the public to the fact that extra patrols are targeting these violations. The WTSC requests that the SUB-RECIPIENT posts traffic safety information to their web-based platforms during statewide and locally coordinated HVE mobilizations. **At least one individual must be available for weekend media contacts, beginning at noon on Fridays before mobilizations.**

3.1. MILESTONES AND DELIVERABLES

Mobilization	Dates
DUI Holiday Patrols	December 12 - January 2
Distracted Driving	March 28 - 14
Click It or Ticket	May 13 - June 2
Motorcycle Safety Patrol	July 5 - 21
DUI Drive Sober or Get Pulled Over	August 14 - September 2

3.2. COMPENSATION

3.2.1. Compensation for the overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed \$11,275.00. Payment for satisfactory performance of the overtime work shall not exceed this amount unless the Parties mutually agree to a higher amount in a written Amendment to this Agreement executed by both Parties. Comp-time is not considered overtime and will not be approved for payment.

3.2.2. WTSC will reimburse for personnel overtime expenses at 150 percent of the officer’s normal salary rate plus SUB-RECIPIENT’s contributions to employee benefits, limited to the following:

- FICA
- Medicare
- Any portion of L & I that is paid by the employer (SUB-RECIPIENT)
- Retirement contributions paid by the employer (SUB-RECIPIENT) can be included if the contribution is

based on a percentage of their hours worked

Health insurance, or any other benefits not listed above, are not eligible for reimbursement.

The SUB-RECIPIENT will provide law enforcement officers with appropriate equipment (e.g., vehicles, radars, breath testers, etc.) to participate in the emphasis patrols.

3.2.3. Funding alterations are permitted as follows: Upon agreement by the regional TZM and all other parties impacted by a proposed budget alteration, the allocation amounts may be increased or decreased without amending the IAA. HVE grant funds are managed in a collaborative approach between the sub recipient and the TZM.

These alterations must be documented through email communication between all involved parties, including the TZM, and the WTSC Fiscal Analyst.

Funds within the same budget category only, can be increased and decreased across parties, so long as the modified total does not exceed the regional total allocation per funding category.

3.2.4. Up to 40 percent of the statewide enforcement funding can be expended during dates outside of the designated statewide campaign periods. However, impaired driving funds must be used during another national impaired driving enforcement campaign or other large local event.

3.3. SUMMARY OF PROJECT COSTS

Fundings break down into the following enforcement categories:

EMPHASIS PATROL

Statewide Impaired Driving Patrols

\$2,675.00

(Section 405d, CFDA 20.616)

Statewide Distracted Driving Patrols

\$2,500.00

(Section 402, CFDA 20.600)

Statewide Click it or Ticket

\$900.00

(Section 405b, CFDA 20.616)

Statewide Speeding Patrols

\$0.00

Flex Funding (Local DUI, Speed, Distracted, and Seat Belt Patrols)

\$1,300.00

(Section 402, CFDA 20.600)

Motorcycle Safety

\$900.00

(164 Funds, CFDA 20.608)

Target Zero Teams (DUI)

\$3,000.00

(Section 405d, CFDA 20.616)

3.3.1. The funds issued under this Agreement are only to be used for the specified category and shall not be commingled between categories.

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. PARTICIPATION REQUIREMENTS AND CONDITIONS

For each of the overtime emphasis patrols listed in the Statement of Work, the SUB-RECIPIENT will follow all protocols detailed in the “Multijurisdictional High Visibility Enforcement Protocols,” which will be provided by the WTSC. Exceptions to these protocols must be pre-approved by the WTSC prior to the emphasis patrol(s).

5. PERFORMANCE STANDARDS

Participating law enforcement officers working overtime hours are expected to make a minimum of three self-initiated contacts per hour of enforcement. The WTSC recognizes that some contacts may result in time-consuming enforcement-related activities, and these activities are reimbursable. Other activities, such as collision investigations or emergency response that are not initiated through emphasis patrol contact WILL NOT be reimbursed.

6. ACTIVITY REPORTS

The SUB-RECIPIENT agrees to have all personnel who work HVE patrols submit an officer Emphasis Patrol Logs to their regional TZM, or by other approved means, or by other pre-approved means, within 48 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed in the “BILLING PROCEDURE” section.

7. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

8. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties in the form of a written request to amend this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the Parties. Changes to the budget, SUB-RECIPIENT’S Primary Contact, and WTSC Program Manager can be made through email communication and signatures are not required.

9. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

10. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 34 through 42.

11. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Agreement terms, each Party agrees to bear its own attorney fees and costs.

12. BILLING PROCEDURE

The SUB-RECIPIENT shall submit monthly invoices for reimbursement the TZM with supporting documentation, as WTSC shall require. The TZM will submit all approved invoices to the WTSC via WTSC's online grant management system within 10 days of receipt.

All invoices for reimbursement include the following:

- Form A-19 provided by WTSC or its pre-approved equivalent. The hourly rate of each officer included on the invoice must be identified.
- Emphasis Patrol Log for each officer.
- WTSC's Overtime Log or the SUB-RECIPIENT's overtime approval sheets signed by the officer's supervisor

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2019, **must be received by WTSC no later than August 10, 2019**. All invoices for goods received or services performed between July 1, 2019, and September 30, 2019, **must be received by WTSC no later than November 15, 2019**.

13. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

14. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

15. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

16. DISPUTES

16.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the Parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-

RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

16.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

17. GOVERNANCE

17.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

17.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

17.2.1. Applicable federal and state statutes and rules

17.2.2. Terms and Conditions of this Agreement

17.2.3. Any Amendment executed under this Agreement

17.2.4. Any SOW executed under this Agreement

17.2.5. Any other provisions of the Agreement, including materials incorporated by reference

18. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, and that income must be applied to project purposes or used to reduce project costs.

19. INDEMNIFICATION

19.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

19.2. The SUB-RECIPIENT waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the WTSC, its officers, employees, or agents.

19.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

20. INDEPENDENT CAPACITY

The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.

21. INSURANCE COVERAGE

21.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

21.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

22. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

23. RECORDS MAINTENANCE

23.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

23.2. Records and other documents, in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. The receiving Party will not disclose or make available this material to any third Parties without first giving notice to the furnishing Party and giving them a reasonable opportunity to respond. Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third Parties.

24. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

25. RIGHTS IN DATA

25.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly

perform, publicly display, and the ability to otherwise use and transfer these rights.

25.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

25.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

26. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30-day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

27. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

28. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

29. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

30. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

31. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either Party may terminate this Agreement, without cause or reason, with 30 days written notice to the other Party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

32. TREATMENT OF ASSETS

32.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the

SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

32.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

32.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

32.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

32.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

32.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub-contractors.

33. WAIVER

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

34. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

35. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

35.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the “lower tier participant”) is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1300.

35.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

35.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

35.4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Covered Transactions sections of 2 CFR part 180.

35.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

35.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1300.

35.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

35.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

35.9. Except for transactions authorized under paragraph 35.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

35.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

35.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

36. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

36.1. The SUB-RECIPIENT shall:

36.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing,

possession, or use of a controlled substance is prohibited in the workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

36.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

36.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 36.1.1. of this section.

36.1.4. Notify the employee in the statement required by paragraph 36.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

36.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 36.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

36.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

37. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

38. FEDERAL LOBBYING

38.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

38.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

38.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

38.1.3. The undersigned shall require that the language of this certification be included in the award documents for

all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

38.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

39. NONDISCRIMINATION

39.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

39.1.1. To comply with all federal nondiscrimination laws and regulations, as may be amended from time to time.

39.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

39.1.3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA.

39.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

39.1.5. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

40. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

41. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

42. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

43. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the Parties for all communications,

notices, and reimbursements regarding this Agreement:

The Contact for the SUB-RECIPIENT is:	The Contact for WTSC is:
Gloria Mansfield Averill PCtrafficsafetytaskforce@yahoo.com	Jerry Noviello jnoviello@wtsc.wa.gov 360-725-9897 ext.

44. AUTHORITY TO SIGN

The undersigned acknowledgment that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligation set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Fircrest Police Department

Signature

Printed Name

Title

Date

WASHINGTON TRAFFIC SAFETY COMMISSION

Signature

Printed Name

Title

Date

NEW BUSINESS: Steilacoom Sleigh Contract
ITEM 10F.

FROM: Scott Pingel, City Manager

RECOMMENDED MOTION: I move to adopt Resolution No. ____, authorizing the City Manager to execute an Equipment Use and Hold Harmless Agreement between the Town of Steilacoom and the City of Fircrest for the use of a motorized Holiday Sleigh.

PROPOSAL: The Council is being asked to authorize the City Manager to execute an Equipment Use and Hold Harmless Agreement with the Town of Steilacoom for use of the Holiday Sleigh.

FISCAL IMPACT: Minimal.

ADVANTAGE: This is a great event for our community and our employees.

DISADVANTAGES: None known.

ALTERNATIVE: Not utilize the holiday sleigh.

HISTORY: The Town of Steilacoom owns a motorized vehicle that can be best described as a Holiday Sleigh. We have utilized the sleigh for eighteen years and on those occasions, City employees and volunteers have dressed up in costumes of elves, reindeers, a snowman and even Mr. and Mrs. Claus, and we ride the “sleigh” throughout the City. We hand out holiday wishes, donated toys, and candy canes to our residents.

In addition to the Tree Lighting Ceremony, we will also be traveling throughout our community on December 12th and 13th. We have pre-arranged and announced stops along our journey which affords our residents a chance to talk with and take a picture with Santa and all his helpers. For those who would like a photo with Santa, professional photographer Richard Trask will be taking pictures and we will send a picture to the family through their e-mail all at no cost. Police Chief Cheesman has coordinated our dates with the Fire Department and they will be joining us on our journey.

The Santa sleigh tour brings City employees and citizens together and it promotes team building. This event is done with all volunteers, including the decorating and cleaning of the sleigh. This event has been very well received in the community.

ATTACHMENTS: [Resolution](#)
[Equipment Use and Hold Harmless Agreement](#)

**CITY OF FIRCREST
RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE CITY MANAGER
TO SIGN AN EQUIPMENT USE AND HOLD HARMLESS
AGREEMENT BETWEEN THE TOWN OF STEILACOOM AND THE
CITY OF FIRCREST FOR THE USE OF A MOTORIZED HOLIDAY
SLEIGH.**

WHEREAS, RCW 39.34.030 authorizes municipal corporations to enter into agreements with one another for joining cooperative action; and

WHEREAS, the parties to this agreement each have the need of the use of the Holiday Sleigh; and

WHEREAS, the parties to this agreement believe it is in the best interest of both to enter into a joint agreement to share the use of the Holiday Sleigh. Now, Therefore,

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

Section 1. The City Manager is hereby authorized and directed to sign an Equipment Use and Hold Harmless Agreement between the Town of Steilacoom and the City of Fircrest for the use of a motorized Holiday Sleigh.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 13th day of
November 2018.

APPROVED:

Hunter T. George, Mayor

ATTEST:

Jessica Nappi, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

EQUIPMENT USE AND HOLD HARMLESS AGREEMENT

This agreement is made and entered into by the City of Fircrest, hereafter referred to as "User", and the Town of Steilacoom, hereafter referred to as "Owner".

RECITALS

1. The Town of Steilacoom owns a motorized vehicle best described as a holiday season sleigh which it uses in various Town holiday activities; and
2. Fircrest wishes to use the Town of Steilacoom holiday season sleigh for holiday activities in Fircrest; and
3. The Town of Steilacoom is willing to allow Fircrest to make use of its holiday season sleigh on certain terms and conditions; and
4. The parties set forth below the terms and conditions on which such use shall be permitted.

AGREEMENT

- A. Owner agrees to allow user to use its holiday season sleigh, and user agrees to use owner's holiday season sleigh according to and in compliance with the terms and conditions set forth below.
- B. Owner shall reserve the right to first choice for all dates and times of use of the holiday season sleigh. User shall be entitled to use the holiday season sleigh at all other times not previously scheduled for use by owner. User shall make all requests for use of the holiday season sleigh in writing directed to the Town Administrator.
- C. User agrees to allow only validly licensed and insured drivers to operate the holiday season sleigh.
- D. Before user makes any use of the holiday season sleigh, user shall provide to owner a certificate of vehicle liability insurance of a minimum of \$1,000,000.00 demonstrating that user has hired and non-owned auto coverage. Further, user agrees that its vehicle insurance coverage shall be the primary insurance in respect to owner. Any insurance, self-insurance, or insurance pool coverage maintained by owner shall be in excess of the user's insurance and shall not contribute with it. User also agrees to pay owner's physical damage deductible for any damage to the vehicle while in user's care and control pursuant to this agreement.
- E. User indemnifies, defends and holds harmless, owner, its officers, officials, employees, volunteers, successors and assigns from any and all claims, injuries, damages, losses, suits, actions or liabilities for injury or death of any person, or for the loss or damage to property which arises out of user's use of the owner's holiday season sleigh, or from any activity, work or thing done, permitted or allowed by user in or about the holiday season sleigh, except for injuries and damages caused by the sole negligence of the owner.
- F. User shall be fully financially responsible for all costs of use, operation and maintenance of the holiday season sleigh while it is in the user's care and control pursuant to this agreement.
- G. This agreement constitutes the full and entire agreement of the parties. Any changes, additions or other modifications of this agreement shall be in writing and signed by both parties.
- H. If any provision of this agreement shall be found by a court of competent jurisdiction to be invalid and/or unenforceable, the remainder of this agreement shall be given full force and effect by the parties.
- I. This agreement covers the period December 1, 2018 through December 31, 2018.

City of Fircrest:

Town of Steilacoom

By: _____
City Manager

By: _____
Mayor

Date: _____

Date: _____

NEW BUSINESS: South Sound 911 Technical Support Services Agreement
ITEM 10G.

FROM: Scott Pingel, City Manager

RECOMMENDED MOTION: I move to adopt Resolution No. ____, authorizing the City Manager to execute a professional services agreement with South Sound 911 for technical support services.

PROPOSAL: The Council is being asked to authorize the City Manager to enter into an agreement with South Sound 911 for technical support services, which include repair/maintenance, installation, troubleshooting, and other miscellaneous technical support services.

FISCAL IMPACT: South Sound 911's rate is \$85.00 per hour.

ADVANTAGE: This agreement is essentially for South Sound 911 to provide backup I.T. services to the City as necessary either when the City's Information Services Manager is unavailable, or when specific I.T. issues surpass the expertise of the City's Information Services Manager. This is an advantageous agreement for our current I.T. setup since any I.T. provider would have to be FBI approved. Using South Sound 911 provides a seamless process, and they have provided quick response and great service as we have needed it.

DISADVANTAGES: None known.

ALTERNATIVE: The City could consider another firm with equivalent experience.

HISTORY: This agreement was put in place in 2017 when we had technical issues that surpassed the expertise of our Information Services Manager. The City needed an option for backup I.T. help, and using South Sound 911 was a natural move to make since they are already so involved in our law enforcement and emergency response systems. Renewal of the agreement was overlooked for 2018. The rate for services is not changing, but the agreement has been tweaked so that it automatically renews unless either party provides notice of termination.

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 A PROFESSIONAL SERVICES
AGREEMENT WITH SOUTH SOUND 911 FOR TECHNICAL
SUPPORT SERVICES.**

WHEREAS, the City of Fircrest has a need for technical support services, including repair/maintenance, installation, troubleshooting, and other miscellaneous technical support services; and

WHEREAS, South Sound 911 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 a professional services agreement with South Sound 911 for technical support services.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 13th day of
November 2018.

APPROVED:

Hunter T. George, Mayor

ATTEST:

Jessica Nappi, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

CONTRACT FOR TECHNICAL SUPPORT SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2018, by and between **SOUTH SOUND 911**, hereinafter referred to as "SS911," and the **CITY OF FIRCREST** hereinafter referred to as "AGENCY."

The AGENCY and SS911 agree as follows:

1. Scope of Services/Work. SS911 agrees to provide Technical Support Services described in Exhibit A (referred to as "Service") according to the terms of this agreement.
2. Term. This Contract shall be in full force and effect on the date of execution by South Sound 911 ("Effective Date") and will continue unless terminated under the provisions herein.
3. Compensation. SS911 shall charge the AGENCY \$85.00 per hour, billed in 30 minute increments, for performance of Technical Support Services listed in Exhibit A. SS911 will notify the AGENCY thirty (30) days in advance, in writing, of annual service rate changes. SS911 will bill the AGENCY with terms of net cash, payable within thirty (30) days after the invoice date. Non-payment of Services shall result in the termination of the Services.
4. Indemnification.
 - A. The AGENCY shall defend, indemnify and hold harmless SS911, its officers, officials, agents, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the AGENCY in performance of this Contract, except for injuries and damages caused by the sole negligence of SS911.
 - B. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the AGENCY and SS911, its officers, officials, employees, and volunteers, the AGENCY's liability, including the duty and cost to defend, hereunder shall be only to the extent of the AGENCY's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the AGENCY's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.
5. Termination. Either party may terminate this Contract at will upon ten (10) days' prior written notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

SOUTH SOUND 911

CITY OF FIRCREST

Andrew E. Neiditz Executive Director	Date
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Scott Pingel
City Manager

Date

Approved as to Budget:

Address:

Janet Caviezel
Budget & Finance Manager

115 Ramsdell Street
Fircrest, WA 98466

Approved as to Form:

Peter Beckwith
Legal Advisor

EXHIBIT A



Technical Support Services

All services listed in this Exhibit are offered but may not be applicable. The services provided by South Sound 911 and/or requested by the AGENCY will be billed at the contract rate set forth in Section 2. Compensation and billed in 30 minute increments. The Technical Support Services listed in this Exhibit are services not provided or covered by any other existing Contract between South Sound 911 and the AGENCY.

Repair or Maintenance

Repair or Maintenance including but not limited to the following:

- Computer
- Laptop
- Printer
- Other Equipment

Installation

Installation including but not limited to the following:

- Operating System
- Software

Troubleshooting

Troubleshooting including but not limited to the following:

- Hardware
- Software
- Other

Other

- Miscellaneous Technical Support Services

NEW BUSINESS: **Comfort, Davies and Smith, P.S. Contract Amendment**
ITEM 10H.

FROM: **Scott Pingel, City Manager**

RECOMMENDED MOTION: **I move to adopt Resolution No. ____, authorizing the City Manager to execute an amendment to the Contract for Legal Services with Comfort, Davies and Smith, P.S. for City Attorney and City Prosecutor services in 2019.**

PROPOSAL: The Council is being asked to adopt a resolution amending the contract for Legal Services:

Section 7. Payment: Comfort, Davies & Smith, P.S. shall receive remuneration as and for fees for services rendered each month in the sum of \$169 per hour.

FISCAL IMPACT: The 2018 rate is \$169 per hour. The proposed rate increase is 3.6%. The preliminary budget includes the proposed new rate of \$175 per hour.

ADVANTAGE: The contract amendment allows continuation of legal services by Comfort, Davies & Smith, P.S. in 2019.

DISADVANTAGES: None known.

ALTERNATIVE: The City could consider another firm with equivalent experience.

HISTORY: The City contracted for decades with Comfort & Smith and then Comfort, Davies & Smith, P.S. Council authorized entering into a new legal services contract with the firm in 2003. The contract includes an automatic renewal for each succeeding calendar year. Fircrest Municipal Code 2.24.040 addresses the City Attorney's duties. The current contract lists specific duties for the City Prosecutor.

ATTACHMENT: [Resolution](#)

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE CITY
MANAGER TO EXECUTE AN AMENDMENT TO THE CONTRACT
FOR LEGAL SERVICES WITH COMFORT, DAVIES & SMITH, P.S.**

WHEREAS, the City of Fircrest has contracted with Comfort, Davies & Smith, P.S., to provide City Attorney and City Prosecutor services needed by the City; and

WHEREAS, the contract was first approved on December 10, 2003, and Section 7. Payment needs to be amended to provide remuneration in 2019 for services rendered each month in the sum of \$175.00 per hour. 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 this amendment to the December 10, 2003 Contract for Legal Services with Comfort, Davies & Smith, P.S., for City Attorney legal services as may be required for the City and provide the full range of prosecution services for an amount not to exceed \$175.00 per hour.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 13th day of November 2018.

APPROVED:

Hunter T. George, Mayor

ATTEST:

Jessica Nappi, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney