

**FIRCREST CITY COUNCIL  
REGULAR MEETING AGENDA**

**TUESDAY, JANUARY 22, 2019  
7:00 P.M.**

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

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- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. PRESIDING OFFICER'S REPORT**
  - A. New Hire Introduction
  - B. Police Sergeant Promotion
  - C. Community Center and Pool Project
- 5. PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA**  
(Please sign the **Public Attendance Roster/Public Hearing Sign-Up Sheet** if you wish to speak during the meeting.)
- 6. COMMITTEE, COMMISSION & LIAISON REPORTS**
  - A. Parks & Recreation
  - B. Pierce County Regional Council
  - C. Public Safety, Court
  - D. Street, Water, Sewer, and Storm Drain
  - E. Other Liaison Reports
- 7. CONSENT CALENDAR**
  - A. Approval of [vouchers](#)/payroll checks
  - B. Approval of minutes: [January 8, 2019 Regular Meeting](#)
  - C. Setting a public hearing on February 12, 2019 to receive comments on a proposed solid waste rate adjustment.
- 8. PUBLIC HEARING 7:15 P.M.**
- 9. UNFINISHED BUSINESS**
- 10. NEW BUSINESS**
  - A. [Ordinance: MCImetro Franchise Agreement, 1<sup>st</sup> Reading](#)
  - B. [Resolution: City of Tacoma Interlocal Agreement – S 19<sup>th</sup> Street Median Islands Maintenance](#)
  - C. [Resolution: Fircrest Pool, Community Center and Parks Steering Committee](#)
  - D. [Resolution: WSDOT Title VI Nondiscrimination Agreement](#)
- 11. CITY MANAGER COMMENTS**
  - A. [Recycling Commodity Surcharge Request](#)
  - B. [AWC Center for Quality Communities Scholarship](#)
- 12. DEPARTMENT HEAD COMMENTS**
- 13. COUNCILMEMBER COMMENTS**
- 14. EXECUTIVE SESSION**
  - A. Performance of a public employee. RCW 42.30.110(1)(g).
- 15. ADJOURNMENT**

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

# ACCOUNTS PAYABLE

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MCAG #: 0583

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Pay #	Received	Date Due	Vendor	Amount	Memo
<b>18477</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>4298</b>	<b>AWC Employee Benefit</b>	<b>694.00 February 2019 Retired Medical</b>
521 22 20 01	LEOFF I Medical Premium	001 000 521	General Fund	694.00	02/2019 Retired Medical
<b>18469</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>130</b>	<b>Allen, Joanne</b>	<b>59.00 Library Reimbursement 1 Year</b>
572 21 49 00	Library Services	001 000 572	General Fund	59.00	Library Reimbursement 1 Year
<b>18405</b>	<b>01/09/2019</b>	<b>01/22/2019</b>	<b>1795</b>	<b>Almonte, Mary</b>	<b>39.62 03-01440.2 - 540 CONTRA COSTA AVE</b>
343 10 00 00	Storm Drain Fees & Charge	415 000 340	Storm Drain	-12.77	
343 40 00 00	Sale Of Water	425 000 340	Water Fund (de	-9.76	
343 50 00 00	Sewer Revenues	430 000 340	Sewer Fund (de	-17.09	
<b>18411</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>4707</b>	<b>Bias Software</b>	<b>250.00 BIAS Rally Registration 1 Day - V. Walston</b>
534 10 43 00	Travel - Water	425 000 534	Water Fund (de	125.00	BIAS Rally Registration 1 Day - V. Walston
535 10 43 00	Travel - Sewer	430 000 535	Sewer Fund (de	125.00	BIAS Rally Registration 1 Day - V. Walston
<b>18434</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>5258</b>	<b>Big 5 Sporting Goods</b>	<b>149.68 Referee Jerseys And Whistles</b>
571 20 49 07	Youth Basketball	001 000 571	General Fund	149.68	Referee Jerseys And Whistles
<b>18473</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>5479</b>	<b>Bray, Derek</b>	<b>59.00 Library Reimbursement 1 Year</b>
572 21 49 00	Library Services	001 000 572	General Fund	59.00	Library Reimbursement 1 Year
<b>18418</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>3572</b>	<b>CED</b>	<b>20.49 Replacement Bulbs For Rec Center Exit Lights</b>
518 30 31 01	Oper Sup/Rec Bldg	001 000 518	General Fund	20.49	Replacement Bulbs For Rec Center Exit Lights
<b>18446</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>3572</b>	<b>CED</b>	<b>203.69 Photocells For Streetlights And Defective Bulbs Returned</b>
542 63 31 00	Oper Supplies - Street Ligh	101 000 542	City Street Fun	203.69	Photocells For Streetlights And Defective Bulbs Returned
Total CED				224.18	
<b>18416</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>7379</b>	<b>Chough, Kwang S.</b>	<b>120.00 Korean Interpreting (2 Hrs)</b>
512 50 41 03	Prof Srvs - Interpreter	001 000 512	General Fund	120.00	Korean Interpreting (2 Hrs) Case 8Z0967234
<b>18427</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>4313</b>	<b>Chuckals Inc</b>	<b>21.82 1099 Forms - Finance</b>
514 23 31 00	Office & Oper Sup-Finance	001 000 514	General Fund	21.82	1099 Forms - Finance
<b>18449</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>4324</b>	<b>City Treasurer-City of Tacoma</b>	<b>2,203.97 Semi-Annual Streetlight Billing (Jan - June 2019)</b>
542 63 48 02	Pole Attachment Charge	101 000 542	City Street Fun	2,203.97	Semi-Annual Streetlight Billing (Jan - June 2019)

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<b>18454</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>4324</b>	<b>City Treasurer-City of Tacoma</b>	<b>55,403.25 Fire / EMS February 2019</b>
522 20 50 00	Tacoma Contract - Fire	001 000 522	General Fund	27,884.67	02/2019
522 20 51 00	Tacoma Contract - EMS	001 000 522	General Fund	27,518.58	02/2019
Total City Treasurer-City of Tacoma				57,607.22	
<b>18486</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>4322</b>	<b>City of Tacoma - Utilities</b>	<b>8,974.04 Power - Various Locations December 2018</b>
518 30 47 00	Public Utility Services - Ci	001 000 518	General Fund	767.58	Time/Temp, CH 12/2018
531 50 47 02	Public Utility Services/Bldg	415 000 531	Storm Drain	148.79	PW 12/2018
534 10 47 00	Utility Services/Building -	425 000 534	Water Fund (de	148.79	PW 12/2018
534 80 47 01	Utility Services/Pumping	425 000 534	Water Fund (de	4,907.94	Well 8, Hi/Low Tank, Well 4, Well 9, Golf Course Tank, Weathervane 12/2018
535 10 47 00	Utility Services/Building -	430 000 535	Sewer Fund (de	148.79	PW 12/2018
535 80 47 01	Utility Services/Pumping	430 000 535	Sewer Fund (de	1,725.76	Pump 3, Drake Pump, Pump 1, Creek Lift, Commons Lift, Harvard Lift 12/2018
542 30 47 02	Electricity & Gas/Bldg - St	101 000 542	City Street Fun	148.79	PW 12/2018
542 30 47 03	Electricity/Traffic Lights	101 000 542	City Street Fun	104.41	40th/Alameda, 400 Alameda, Regents/Alameda, 300 Regents, 600 Regents 12/2018
542 63 47 00	Electricity/Street Lights	101 000 542	City Street Fun	21.76	Emerson 12/2018
548 65 47 00	Utilities ShopGarage	501 000 548	Equipment Ren	23.46	F&E Garage 12/2018
576 80 47 00	Public Utility Services - Pa	001 000 576	General Fund	827.97	Rec, Parks, Pavilion, Tot Lot 12/2018
<b>18488</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>6203</b>	<b>Code Mechanical Inc</b>	<b>1,252.86 Labor &amp; Materials To Repair PSB A/C System</b>
518 30 48 04	Rep & Maint - PSB	001 000 518	General Fund	1,252.86	Labor & Materials To Repair PSB A/C System
<b>18453</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>3565</b>	<b>Comfort Davies &amp; Smith</b>	<b>7,267.00 December 2018 Legal Services</b>
515 30 41 01	City Attorney	001 000 515	General Fund	1,639.30	12/2018
515 30 41 03	City Prosecutor	001 000 515	General Fund	5,627.70	12/2018
<b>18417</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>7918</b>	<b>Contreras, Alejandra</b>	<b>140.00 Spanish Interpreting (2 Hrs)</b>
512 50 41 03	Prof Srvs - Interpreter	001 000 512	General Fund	140.00	Spanish Interpreting (2 Hrs) Case 8Z0893375
<b>18478</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>7918</b>	<b>Contreras, Alejandra</b>	<b>140.00 Spanish Interpreting 2 Hrs</b>
512 50 41 03	Prof Srvs - Interpreter	001 000 512	General Fund	140.00	Spanish Interpreting 2 Hrs Case 8Z0916756, 8Z0916755, 8Z0597273, 8Z0597274, 8Z0597275
Total Contreras, Alejandra				280.00	
<b>18415</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>3573</b>	<b>Copiers Northwest Inc</b>	<b>146.84 Copier Rental - Police January 2019</b>
521 22 45 00	Oper Rentals - Copier - Pol	001 000 521	General Fund	146.84	12/04/18 - 01/03/19 Police

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<b>18406</b>	<b>01/09/2019</b>	<b>01/22/2019</b>	<b>7888</b>	<b>Darrah, Patience</b>	<b>146.74 03-01970.0 - 445 BUENA VISTA AVE</b>
343 10 00 00	Storm Drain Fees & Charge	415 000 340	Storm Drain	-32.73	
343 40 00 00	Sale Of Water	425 000 340	Water Fund (de	-34.68	
343 50 00 00	Sewer Revenues	430 000 340	Sewer Fund (de	-79.33	
<b>18429</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>3589</b>	<b>Databar Inc</b>	<b>2,598.02 Utility Billing Statements And Town Topics December 2018, Did You Know Insert, Postage</b>
518 10 49 01	Town Topics/Citizen Comr	001 000 518	General Fund	44.84	Town Topics Inserts 12/2018
518 10 49 01	Town Topics/Citizen Comr	001 000 518	General Fund	386.09	Town Topics & Postage - Separate Mailing 12/2018
531 50 42 01	Postage - Storm	415 000 531	Storm Drain	266.69	Utility Billing Postage 12/2018
531 50 49 06	Mailing Service - Storm	415 000 531	Storm Drain	440.72	Utility Billing Mailing Service 12/2018
531 50 49 06	Mailing Service - Storm	415 000 531	Storm Drain	14.94	Utility Billing Insert 12/2018
534 10 42 01	Postage - Water	425 000 534	Water Fund (de	266.70	Utility Billing Postage 12/2018
534 10 49 06	Mailing Service - Water	425 000 534	Water Fund (de	440.73	Utility Billing Mailing Service 12/2018
534 10 49 06	Mailing Service - Water	425 000 534	Water Fund (de	14.95	Utility Billing Insert 12/2018
535 10 42 02	Postage - Sewer	430 000 535	Sewer Fund (de	266.69	Utility Billing Postage 12/2018
535 10 49 05	Mailing Service - Sewer	430 000 535	Sewer Fund (de	440.72	Utility Billing Mailing Service 12/2018
535 10 49 05	Mailing Service - Sewer	430 000 535	Sewer Fund (de	14.95	Utility Billing Insert 12/2018
<b>18475</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>3589</b>	<b>Databar Inc</b>	<b>5,884.40 2019 Calendar And Postage</b>
531 50 31 03	NPDES Public Outreach	415 000 531	Storm Drain	5,884.40	2019 Calendar And Postage
Total Databar Inc				8,482.42	
<b>18447</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>340</b>	<b>Davis, Jeffrey P</b>	<b>102.00 CDL Renewal Reimbursement</b>
531 50 20 01	Contract Benefits - Storm	415 000 531	Storm Drain	25.50	CDL Renewal Reimbursement
534 10 20 01	Contract Benefits - Wtr Ad	425 000 534	Water Fund (de	25.50	CDL Renewal Reimbursement
535 10 20 01	Contract Benefits - Swr Ad	430 000 535	Sewer Fund (de	25.50	CDL Renewal Reimbursement
542 30 20 01	Contract Benefits - Street R	101 000 542	City Street Fun	25.50	CDL Renewal Reimbursement
<b>18430</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>4310</b>	<b>Dept Of Revenue-EXCISE TAX</b>	<b>12,339.99 December 2018 Excise Taxes</b>
518 30 31 04	Oper Sup/CH	001 000 518	General Fund	22.76	12/2018 Excise Taxes
521 22 31 00	Office & Oper Sup - Police	001 000 521	General Fund	7.44	12/2018 Excise Taxes
531 50 53 00	Excise Tax - Storm	415 000 531	Storm Drain	1,234.16	12/2018 Excise Taxes
534 10 53 00	Excise Tax - Water	425 000 534	Water Fund (de	5.87	12/2018 Excise Taxes
534 10 53 00	Excise Tax - Water	425 000 534	Water Fund (de	6,546.70	12/2018 Excise Taxes
535 10 53 00	Excise Tax - Sewer	430 000 535	Sewer Fund (de	4,506.16	12/2018 Excise Taxes
576 80 31 02	Oper Supplies - Parks	001 000 576	General Fund	16.90	12/2018 Excise Taxes
<b>18465</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>7434</b>	<b>Diamond, Martha</b>	<b>59.00 Library Reimbursement 1 Year</b>



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	572 21 49 00	Library Services	001 000 572 General Fund	59.00	Library Reimbursement 1 Year
<b>18419</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>3627</b>	<b>Evergreen Rural Water of Washington</b>	<b>700.00 2019 Membership Fees</b>
	534 10 49 03	Dues,Member,Sub - Water	425 000 534 Water Fund (de	700.00	2019 Membership Fees
<b>18474</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>2696</b>	<b>Florence, Judith</b>	<b>59.00 Library Reimbursement 1 Year</b>
	572 21 49 00	Library Services	001 000 572 General Fund	59.00	Library Reimbursement 1 Year
<b>18448</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>6774</b>	<b>Greenleaf Landscaping 1 Inc</b>	<b>10,666.79 Annual Maintenance - Trimming / Pruning Of Trees</b>
	542 80 48 00	Street Tree Maintenance (c	101 000 542 City Street Fun	10,666.79	Annual Maintenance - Trimming / Pruning Of Trees
<b>18480</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>6774</b>	<b>Greenleaf Landscaping 1 Inc</b>	<b>351.68 Emerson Maintenance January 2019</b>
	542 30 48 01	Rep & Maint - Street Main	101 000 542 City Street Fun	351.68	Emerson Maintenance 01/2019
Total Greenleaf Landscaping 1 Inc				11,018.47	
<b>18410</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>3672</b>	<b>Guardian Security Inc</b>	<b>28.67 Cabinet Lock For Planning/Building</b>
	518 30 31 04	Oper Sup/CH	001 000 518 General Fund	28.67	Cabinet Lock For Planning/Building
<b>18431</b>	<b>01/16/2019</b>	<b>01/22/2019</b>	<b>8339</b>	<b>Hall, Michael</b>	<b>1.50 02-03350.1 - 1151 GARDEN CIRCLE</b>
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (de	-0.46	
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	-1.04	
<b>18472</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>7919</b>	<b>Hamel, Sarah</b>	<b>59.00 Library Reimbursement 1 Year</b>
	572 21 49 00	Library Services	001 000 572 General Fund	59.00	Library Reimbursement 1 Year
<b>18470</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>132</b>	<b>Hess, Jody</b>	<b>59.00 Library Reimbursement 1 Year</b>
	572 21 49 00	Library Services	001 000 572 General Fund	59.00	Library Reimbursement 1 Year
<b>18442</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>3692</b>	<b>Home Depot Credit Services</b>	<b>168.16 Flashlights (Quantity 6) And Batteries</b>
	531 50 35 00	Small Tools & Equip - Stor	415 000 531 Storm Drain	42.04	Flashlights (Quantity 6) And Batteries
	534 80 35 00	Small Tools & Equip - Wat	425 000 534 Water Fund (de	42.04	Flashlights (Quantity 6) And Batteries
	535 80 35 00	Small Tools & Equip-Swr	430 000 535 Sewer Fund (de	42.04	Flashlights (Quantity 6) And Batteries
	542 30 35 00	Small Tools & Equip-St Re	101 000 542 City Street Fun	42.04	Flashlights (Quantity 6) And Batteries
<b>18460</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>7470</b>	<b>Inland Answering Service Inc</b>	<b>2,718.00 Public Works After Hours Answering Service 2019</b>
	531 50 42 00	Communication - Storm	415 000 531 Storm Drain	679.50	Public Works After Hours Answering Service 2019
	534 10 42 00	Communication - Water	425 000 534 Water Fund (de	679.50	Public Works After Hours Answering Service 2019

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535 10 42 01	Communication - Sewer		430 000 535 Sewer Fund (de	679.50	Public Works After Hours Answering Service 2019
542 30 42 00	Communication - Street		101 000 542 City Street Fun	679.50	Public Works After Hours Answering Service 2019
<b>18459</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>5137</b>	<b>29.50</b>	<b>Library Reimbursement 1/2 Year</b>
572 21 49 00	Library Services		001 000 572 General Fund	29.50	Library Reimbursement 1/2 Year
<b>18476</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>8405</b>	<b>150.88</b>	<b>ASL Interpreting Services Plus Mileage</b>
512 50 41 03	Prof Srvs - Interpreter		001 000 512 General Fund	150.88	ASL Interpreting Services Plus Mileage Case 8Z0336286
<b>18422</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>3776</b>	<b>25.50</b>	<b>Monthly Shredding - Public Works December 2018</b>
531 50 49 00	Miscellaneous - Storm		415 000 531 Storm Drain	8.50	Shredding - PW 12/2018
534 10 49 00	Miscellaneous - Water		425 000 534 Water Fund (de	8.50	Shredding - PW 12/2018
535 10 49 00	Miscellaneous - Sewer		430 000 535 Sewer Fund (de	8.50	Shredding - PW 12/2018
<b>18452</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>8404</b>	<b>773.95</b>	<b>P#55 Strategy Development (4.75 Hrs)</b>
594 76 62 00	Buildings & Structures - Pa		001 000 576 General Fund	773.95	P#55 Strategy Development (4.75 Hrs)
<b>18437</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>3791</b>	<b>10.13</b>	<b>4-in Elbows</b>
576 80 31 02	Oper Supplies - Parks		001 000 576 General Fund	10.13	4-in Elbows
<b>18438</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>3791</b>	<b>80.38</b>	<b>Shovel (Returned), Moss-Out, Glue And Tape</b>
518 30 31 04	Oper Sup/CH		001 000 518 General Fund	80.38	Shovel (Returned), Moss-Out, Glue And Tape
Total Lowe's Company-#338954				90.51	
<b>18450</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>318</b>	<b>30.60</b>	<b>Label Maker</b>
521 22 31 00	Office & Oper Sup - Police		001 000 521 General Fund	30.60	Label Maker
<b>18466</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>3822</b>	<b>59.00</b>	<b>Library Reimbursement 1 Year</b>
572 21 49 00	Library Services		001 000 572 General Fund	59.00	Library Reimbursement 1 Year
<b>18468</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>2440</b>	<b>59.00</b>	<b>Library Reimbursement 1 Year</b>
572 21 49 00	Library Services		001 000 572 General Fund	59.00	Library Reimbursement 1 Year
<b>18445</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>6639</b>	<b>99.09</b>	<b>Top Soil For Yard Repairs (5 Yards)</b>
534 50 31 01	Oper Supplies - Water Mai		425 000 534 Water Fund (de	99.09	Top Soil For Yard Repairs (5 Yards)

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<b>18413</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>3877</b>	<b>N A T W</b>	<b>35.00 2019 Membership Required For NNO - Fircrest PD</b>
	521 22 49 03	Dues,Memberships,Subscri	001 000 521	General Fund	35.00 2019 Membership Required For NNO - Fircrest PD
<b>18404</b>	<b>01/09/2019</b>	<b>01/22/2019</b>	<b>1039</b>	<b>Nickelson, Carol J</b>	<b>310.07 01-00340.0 - 419 HARVARD AVE</b>
	343 10 00 00	Storm Drain Fees & Charge	415 000 340	Storm Drain	-75.51
	343 40 00 00	Sale Of Water	425 000 340	Water Fund (de	-77.13
	343 50 00 00	Sewer Revenues	430 000 340	Sewer Fund (de	-157.43
<b>18444</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>3923</b>	<b>Orca Pacific Inc</b>	<b>497.85 Chlorine For Wells (150 Gallons)</b>
	534 80 31 03	Oper Supplies - Chlorine	425 000 534	Water Fund (de	497.85 Chlorine For Wells (150 Gallons)
<b>18439</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>3957</b>	<b>PC Budget &amp; Finance</b>	<b>226.16 Conflict Cases Reimbursement</b>
	515 30 41 05	Conflict Counsel	001 000 515	General Fund	226.16 Conflict Cases Reimbursement
<b>18485</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>3955</b>	<b>Petrocard Systems Inc</b>	<b>498.95 Gas / Fuel January 2019</b>
	548 65 31 12	Street Gas	501 000 548	Equipment Ren	103.92 01/2019 #25838D
	548 65 31 13	Storm Gas	501 000 548	Equipment Ren	395.03 01/2019 #60915D
<b>18432</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>3985</b>	<b>Puget Sound Clean Air Agency</b>	<b>4,477.00 2019 Clean Air Assessment (Full Year)</b>
	553 70 00 00	Pollution Control	001 000 553	General Fund	4,477.00 2019 Clean Air Assessment (Full Year)
<b>18461</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>3986</b>	<b>Puget Sound Energy, BOT-01H</b>	<b>128.07 Gas - Public Works December 2018</b>
	531 50 47 02	Public Utility Services/Bldg	415 000 531	Storm Drain	32.02 Gas - PW 12/2018
	534 10 47 00	Utility Services/Building -	425 000 534	Water Fund (de	32.02 Gas - PW 12/2018
	535 10 47 00	Utility Services/Building -	430 000 535	Sewer Fund (de	32.02 Gas - PW 12/2018
	542 30 47 02	Electricity & Gas/Bldg - St	101 000 542	City Street Fun	32.01 Gas - PW 12/2018
<b>18471</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>4017</b>	<b>Rosati, Michael</b>	<b>59.00 Library Reimbursement 1 Year</b>
	572 21 49 00	Library Services	001 000 572	General Fund	59.00 Library Reimbursement 1 Year
<b>18409</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>4026</b>	<b>S &amp; B Inc</b>	<b>1,057.79 Phone Support And Service Call For Alameda Lift Station Loss Of Motor Control</b>
	535 50 48 00	Rep & Maint - Sewer Main	430 000 535	Sewer Fund (de	1,057.79 Phone Support And Service Call For Alameda Lift Station Loss Of Motor Control
<b>18426</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>4035</b>	<b>Sarco Supply</b>	<b>149.57 Spare Exhaust Filters For Vacuum (Quantity 5)</b>
	518 30 31 04	Oper Sup/CH	001 000 518	General Fund	149.57 Spare Exhaust Filters For Vacuum (Quantity 5)
<b>18481</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>4035</b>	<b>Sarco Supply</b>	<b>52.40 Trash Bags - Rec</b>

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518 30 31 01	Oper Sup/Rec Bldg	001 000 518	General Fund	52.40	Trash Bags - Rec
Total Sarco Supply				201.97	
<b>18421</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>6088</b>	<b>Sentinel Pest Control Inc</b>	<b>192.33 Monthly Pest Control - Public Works January 2019</b>
531 50 48 00	Rep & Maint - Storm	415 000 531	Storm Drain	48.08	Pest Control - PW 01/2019
534 50 48 01	Rep & Maint - Water Main	425 000 534	Water Fund (de	48.08	Pest Control - PW 01/2019
535 50 48 00	Rep & Maint - Sewer Main	430 000 535	Sewer Fund (de	48.09	Pest Control - PW 01/2019
542 30 48 01	Rep & Maint - Street Maint	101 000 542	City Street Fun	48.08	Pest Control - PW 01/2019
<b>18464</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>5304</b>	<b>South Sound 911</b>	<b>26,397.50 Communications / Core Technology Services 1st Quarter 2019</b>
521 22 51 02	Dispatching - Lesa	001 000 521	General Fund	19,807.50	Services 1st Quarter 2019
521 22 51 05	IT Charges	001 000 521	General Fund	6,590.00	Services 1st Quarter 2019
<b>18424</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>326</b>	<b>Stahlnecker, Angelie</b>	<b>33.08 Cell Phone Case For Upgraded Phone - A. Stahlnecker</b>
524 20 35 00	Small Tools & Equip - Bldg	001 000 524	General Fund	16.54	Cell Phone Case For Upgraded Phone - A. Stahlnecker
558 60 35 00	Small Tools & Equip - Plar	001 000 558	General Fund	16.54	Cell Phone Case For Upgraded Phone - A. Stahlnecker
<b>18407</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>4084</b>	<b>Staples Business Advantage</b>	<b>14.68 Office Supplies - Central And Police</b>
518 10 34 01	Central Office Supplies	001 000 518	General Fund	12.33	Central
521 22 31 00	Office & Oper Sup - Police	001 000 521	General Fund	2.35	Police
<b>18423</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>4084</b>	<b>Staples Business Advantage</b>	<b>316.39 Office Supplies - Central And Police</b>
518 10 34 01	Central Office Supplies	001 000 518	General Fund	170.54	Central
521 22 31 00	Office & Oper Sup - Police	001 000 521	General Fund	145.85	Police
Total Staples Business Advantage				331.07	
<b>18433</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>4088</b>	<b>State Auditor's Office</b>	<b>704.95 Audit No. 44127 Accountability (6.7 Hrs) Plus Travel</b>
518 10 41 01	Biennial Audit - Non Dept	001 000 518	General Fund	704.95	Audit No. 44127 Accountability (6.7 Hrs) Plus Travel
<b>18462</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>4328</b>	<b>Systems for Public Safety Inc</b>	<b>160.21 #52952D Replaced Climate Control Blower Motor</b>
548 65 48 08	O & M - Police	501 000 548	Equipment Ren	160.21	#52952D Replaced Climate Control Blower Motor

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<b>18463</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>4328</b>	<b>Systems for Public Safety Inc</b>	<b>106.65 #49844D Replaced Thermostat</b>
	548 65 48 08	O & M - Police	501 000 548	Equipment Ren	106.65 #49844D Replaced Thermostat
Total Systems for Public Safety Inc				266.86	
<b>18440</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>4133</b>	<b>Tacoma Rubber Stamp</b>	<b>153.42 Check Endorsement Stamps For Ruston Court (Quantity 4)</b>
	512 50 31 00	Office & Oper Sup-Court	001 000 512	General Fund	153.42 Check Endorsement Stamps For Ruston Court (Quantity 4)
<b>18425</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>4135</b>	<b>Tacoma Screw Products Inc</b>	<b>21.55 Supplies To Install Changing Table In Rec Bathroom</b>
	518 30 31 01	Oper Sup/Rec Bldg	001 000 518	General Fund	21.55 Supplies To Install Changing Table In Rec Bathroom
<b>18412</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>4139</b>	<b>Tapco Visa Card</b>	<b>96.60 Round-trip Airfare To BIAS Rally - V. Walston</b>
	534 10 43 00	Travel - Water	425 000 534	Water Fund (de	48.30 Round-trip Airfare To BIAS Rally - V. Walston
	535 10 43 00	Travel - Sewer	430 000 535	Sewer Fund (de	48.30 Round-trip Airfare To BIAS Rally - V. Walston
<b>18428</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>4139</b>	<b>Tapco Visa Card</b>	<b>670.26 SAA# 1693 &amp; 1694 Acer 14" Chromebook (Quantity 2) For J. Grover &amp; A. Stahlnecker</b>
	524 20 35 00	Small Tools & Equip - Bldg	001 000 524	General Fund	167.56 SAA# 1693 Acer 14" Chromebook - A. Stahlnecker
	558 60 35 00	Small Tools & Equip - Plar	001 000 558	General Fund	167.57 SAA# 1693 Acer 14" Chromebook - A. Stahlnecker
	571 10 35 00	Small Tools & Equip - Rec	001 000 571	General Fund	167.56 SAA# 1694 Acer 14" Chromebook - J. Grover
	576 80 35 00	Small Tools & Equip - Parl	001 000 576	General Fund	167.57 SAA# 1694 Acer 14" Chromebook - J. Grover
<b>18451</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>4139</b>	<b>Tapco Visa Card</b>	<b>35.00 Webinar For PRA &amp; OPMA Case Law Update - J. Nappi</b>
	513 10 49 01	Reg & Tuition - Admin	001 000 513	General Fund	35.00 Webinar For PRA & OPMA Case Law Update - J. Nappi
<b>18479</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>4139</b>	<b>Tapco Visa Card</b>	<b>168.00 2019 Waterworks Certification Renewal - J. Davis, J. Marzano, N. Parsons, B. Wakefield</b>
	534 10 49 03	Dues,Member,Sub - Water	425 000 534	Water Fund (de	168.00 2019 Waterworks Certification Renewal - J. Davis, J. Marzano, N. Parsons, B. Wakefield
Total Tapco Visa Card				969.86	
<b>18482</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>5918</b>	<b>Titus Will</b>	<b>1,047.05 #55697D Electrical Control Box / Radio Repair</b>
	548 65 48 06	O & M - Facilities	501 000 548	Equipment Ren	1,047.05 #55697D Electrical Control Box / Radio Repair

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<b>18467</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>4162</b>	<b>Tursi, Jane</b>	<b>59.00 Library Reimbursement 1 Year</b>
	572 21 49 00	Library Services	001 000 572	General Fund	59.00 Library Reimbursement 1 Year
<b>18443</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>4177</b>	<b>University Place Radiator</b>	<b>65.87 #63581D Oil Change</b>
	548 65 48 14	O & M - Wtr/Swr	501 000 548	Equipment Ren	65.87 #63581D Oil Change
<b>18414</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>4188</b>	<b>Verizon Wireless LLC</b>	<b>440.15 Air Cards (11) - Police Laptops January 2019</b>
	521 22 42 00	Communication - Police	001 000 521	General Fund	440.15 Air Cards (11) - Police 01/2019
<b>18487</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>4188</b>	<b>Verizon Wireless LLC</b>	<b>1,498.71 Public Works Share Plan (9 Lines) And Air Card January 2019 And December 2018 Usage, NEW Police And Public Works (18 Lines) 12/20/18 - 02/01/19</b>
	518 30 42 00	Communication - Fac/Equi	001 000 518	General Fund	67.97 NEW 12/2018 & 01/2019
	521 22 42 00	Communication - Police	001 000 521	General Fund	543.76 NEW 12/2018 & 01/2019
	524 20 42 00	Communications- Bldg	001 000 524	General Fund	33.24 NEW 12/2018 & 01/2019
	531 50 42 00	Communication - Storm	415 000 531	Storm Drain	188.13 NEW 12/2018 & 01/2019 Plus Old 01/2019 & Usage 12/2018
	534 10 42 00	Communication - Water	425 000 534	Water Fund (de	188.13 NEW 12/2018 & 01/2019 Plus Old 01/2019 & Usage 12/2018
	535 10 42 01	Communication - Sewer	430 000 535	Sewer Fund (de	188.13 NEW 12/2018 & 01/2019 Plus Old 01/2019 & Usage 12/2018
	542 30 42 00	Communication - Street	101 000 542	City Street Fun	188.13 NEW 12/2018 & 01/2019 Plus Old 01/2019 & Usage 12/2018
	558 60 42 00	Communications - Planning	001 000 558	General Fund	33.25 NEW 12/2018 & 01/2019
	576 80 42 00	Communication - Parks	001 000 576	General Fund	67.97 NEW 12/2018 & 01/2019
Total Verizon Wireless LLC				1,938.86	
<b>18484</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>4214</b>	<b>WFOA</b>	<b>225.00 2019 WFOA Membership - C. Corcoran, L. Davis, M. Thomas</b>
	514 23 49 03	Dues,Memberships,Subscri	001 000 514	General Fund	225.00 2019 WFOA Membership - C. Corcoran, L. Davis, M. Thomas
<b>18483</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>6884</b>	<b>WPTA</b>	<b>120.00 2019 WPTA Membership - C. Corcoran, L. Davis, M. Thomas</b>
	514 23 49 03	Dues,Memberships,Subscri	001 000 514	General Fund	120.00 2019 WPTA Membership - C. Corcoran, L. Davis, M. Thomas
<b>18408</b>	<b>01/22/2019</b>	<b>01/22/2019</b>	<b>6270</b>	<b>WR McDonald Company</b>	<b>5,441.70 Replacement Soft Start Drive For Contra Costa Liftstation Pump Plus Labor To Install</b>

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535 50 48 00	Rep & Maint - Sewer Main	430 000 535	Sewer Fund (de	5,441.70	Replacement Soft Start Drive For Contra Costa Liftstation Pump Plus Labor To Install
<b>18420 01/22/2019 01/22/2019 4231</b>	<b>Water Mgmt Labs Inc</b>	<b>287.00</b>	<b>Coliform And Fluoride Testing December 2018</b>		
534 80 41 00	Water Testing	425 000 534	Water Fund (de	287.00	Coliform And Fluoride Testing 12/2018
<b>18435 01/22/2019 01/22/2019 4246</b>	<b>Whistle Workwear</b>	<b>148.62</b>	<b>Work Boots - A. Piercy</b>		
576 80 49 00	Miscellaneous - Parks	001 000 576	General Fund	148.62	Work Boots - A. Piercy
<b>18436 01/22/2019 01/22/2019 4256</b>	<b>Winning Seasons</b>	<b>121.99</b>	<b>Mens Fall Basketball League Champion Shirts</b>		
571 20 49 08	Adult Basketball	001 000 571	General Fund	121.99	Mens Fall Basketball League Champion Shirts

Report Total: 160,422.81

## Fund

001 General Fund	104,212.54
101 City Street Fund	14,716.35
415 Storm Drain	9,134.48
425 Water Fund (department)	15,402.72
430 Sewer Fund (department)	15,054.53
501 Equipment Rental Fund	1,902.19

This report has been reviewed by:

REMARKS:

Signature & Title

Date

**CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL**

Mayor Hunter T. George called the regular meeting to order at 7:01 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. Community Center and Pool Project**

Parks and Recreation Director Grover reported that staff was preparing with ARC Architects for the upcoming January 17, 2019 meeting of the Pool, Community Center, and Parks Steering Committee and for the January 23, 2019 public meeting. City Manager Pingel reported that the capital campaign consultant, Linda Kaye Briggs would be holding internal interviews with councilmembers and staff to get feedback on the case statement that would go out to potential donors. Pingel stated that the capital campaign team included George, Pingel, Briggs, Grover, and the City's Grant Writer, Julie Ryan. There was a brief discussion on the development, process, and purpose of the case statement. Waltier inquired if other key community members and the Steering Committee would have an opportunity to provide feedback on the case statement; Pingel confirmed yes. Viafore requested the Council adopt the case statement before it was finalized; Pingel and George indicated that the capital campaign team would finalize the case statement after obtaining feedback and consensus from the Council as the case statement would be utilized for donors and public education, and that it could be approved by Council if they preferred. Viafore inquired about the January 17 and January 23, 2019 meetings; Pingel indicated the meetings would provide more information about the design development and updated bond payment estimates. There was question whether the Steering Committee had expired at the end of the 2018 calendar year per the Council Rules; Pingel indicated he would review and report back. Pingel briefed the Council on the updated bond estimated payment options for a \$13.5 million bond, stating one option included funding \$8.5 million in 2019 for the pool and \$5 million in 2022 for the community center, which would have a property tax levy of \$272 per year on property owners with assessed values of \$400,000. Pingel indicated that this information would be presented at the upcoming public meetings. Reynolds inquired about the flexibility of bond issuance and whether the City could choose not to move forward with the second bond if there was economic instability; Pingel stated that bond payments were set once they were issued and the City would have the choice to issue and/or when to issue the second bond. Viafore inquired about the timing of the community center, Pingel indicated it would depend on the success of the capital campaign efforts, stating he hoped donations would sustain the project until 2022 when the second issuance of bonds would be needed. George briefed the Council on a project timeline, stating he anticipated the design documents for the pool would be completed this summer for construction to begin in the fall and completion in summer 2020 and that the design documents for the community center construction would begin soon after the completion of the pool with construction beginning in 2021. Pingel indicated the construction would be dependent on funding availability before the second issuance of bonds would be needed, and that once each bond was issued, the City would have three years to spend it. Surina inquired if any accommodations would need to be made regarding the state capital funds; Pingel indicated no. Waltier recommended updating the City's website as it pertained to recent Council actions on the project.



**Wittner MOVED to set a special meeting of the City Council on January 17, 2018 at 6:00 P.M. at the Roy H. Murphy Community Center, 555 Contra Costa Avenue, Fircrest, Washington for the Pool, Community Center, and Parks Steering Committee; seconded by Nixon.** George invited councilmember comment; none were provided. George invited public comment; none were provided. **The Motion Carried (7-0).**

**B. 2019 Council Liaison Assignments**

George stated for the record the Council liaison assignments for the 2019 calendar year:

- Administration: George and Reynolds
- Environmental, Planning and Building: Wittner
- Finance, IT, Facilities: Viafore
- Parks and Recreation: Waltier
- Street, Water, Sewer, and Storm Drain: Nixon
- Police, Courts: Surina

**CITIZEN COMMENTS FOR ITEMS NOT ON THE AGENDA**

George invited public comment; none were provided.

**COMMITTEE, COMMISSION, AND LIAISON REPORTS**

**A. Administration**

Waltier had no new updates.

**B. Environment, Planning and Building**

Reynolds had no new updates.

**C. Finance, IT, Facilities**

Nixon had no new updates.

**D. Other Liaison Reports**

There were none.

**CONSENT CALENDAR**

George requested the City Clerk read the Consent Calendar as follows: approval of Voucher No. 212392 through Voucher Check No. 212429 in the amount of \$21,301.94; approval of Voucher No. 212430 through Voucher Check No. 212457 in the amount of \$81,768.92; approval of Payroll Check No. 13533 through Payroll Check No. 13536 in the amount of \$5,711.78; approval of Payroll Check No. 13537 through Payroll Check No. 13542 in the amount of \$88,188.08; approval of Payroll Check No. 13543 through Payroll Check No. 13547 in the amount of \$99,188.51; approval of the December 26, 2018 regular Council meeting minutes; and setting a special meeting of the City Council on Wednesday, January 23, 2019 at 6:00 P.M at the Roy H. Murphy Community Center, 555 Contra Costa Avenue, Fircrest, Washington for the sole purpose of discussing the Fircrest community center and pool project. **Reynolds MOVED to approve the Consent Calendar as read; seconded by Surina.** George inquired whether further action was required regarding the Scribner's error on the consent calendar as written; City Attorney Smith stated that the motion upheld the consent calendar as read. **The Motion Carried (7-0).**

**PUBLIC HEARING**

None scheduled.

**UNFINISHED BUSINESS**

There was none.

**NEW BUSINESS**

**A. Bond Measure for April 2019 Special Election**

Pingel briefed the Council on the proposed ordinance that, if approved, would place the bond proposal on the April 23, 2019 Special Election ballot for voters to consider financing up to \$13.5 million for the rebuild of the City's pool, bathhouse, community center, and certain parks projects. Pingel indicated that, if approved, the bond would authorize issuance of \$13.5 million of general obligation bonds maturing within 25 years and authorize the annual levy of excess property taxes to pay such bonds. **Reynolds MOVED to adopt Ordinance No. 1631, providing for the submission to the voters of the City at a special election to be held on April 23, 2019, of a proposition authorizing the City to issue its general obligation bonds for pool, community center and parks projects, in the principal amount of no more than \$13,500,000 payable by annual property tax levies to be made in excess of regular property tax levies, and to levy those excess property taxes; seconded by Waltier.** George invited councilmember comment; Reynolds commented on her concern regarding voter turnout for an April election and building a capital campaign. Viafore inquired about the proposed ordinance, Section 7 of the ordinance, and election costs funding; City Attorney Smith recommended deferring to the City's bond attorney and Finance Director Corcoran confirmed funds had been included in the budget. Surina inquired about what the City and City Council were permitted to do regarding the ballot measure; Pingel indicated City resources could only be used to provide facts and that elected officials were permitted to have an opinion, and to heed the City Attorney's advice. Wittner inquired about the pamphlet statement; George stated it was prepared by a committee coordinated by the Pierce County Auditor's office. George and Wittner thanked Council and everyone for their work on this project. George invited public comment; none were provided. **The Motion Carried (7-0).**

With no objections from Council, George reordered the Tacoma Fire Department Contract Amendment agenda item to immediately proceed after the Bond Measure for April 2019 Special Election agenda item.

**C. Tacoma Fire Department Contract Amendment**

Tacoma Fire Department Assistant Chief to the Chief, Budget and Finance, Michael Fitzgerald, briefed the Council on the proposed contract amendments to the fire services agreement, stating that the proposed penalties and fees would include: lift assistance penalty, false fire alarm penalty, and commercial fire protection systems compliance fee. There was a brief discussion regarding the minimal impact it would have on Fircrest residents and businesses. **Reynolds MOVED to adopt Resolution No. 1572, authorizing the City Manager to amend the fire services agreement with the City of Tacoma Fire Department for fire services; seconded by Nixon.** George invited councilmember comment; Surina inquired how these penalties and fees would impact his business. Fitzgerald stated although there was not a fire inspection fee, there was a system compliance and fire suppression fees

and that businesses would still be required to follow state and county fire codes. Viafore commented on the good faith relationship the City has with the Tacoma Fire Department and hoped that fees would continue to be affordable, and stated he was in support of the proposed contract amendments. George invited public comment; none were provided. **The Motion Carried (7-0).** Tacoma Fire Department Medical Services Officer, Mary Hallman, addressed Surina and commented on Fire Extinguisher Self-Inspection Program, and stated she would provide more information to councilmembers regarding this program.

**B. 2019 Pierce County Regional Council Appointments**

Pingel briefed the Council on the Pierce County Regional Council (PCRC) appointments for 2019. Reynolds commented on continuing to build a rapport on the regional forum and stated she was willing to continue representing the City, and Nixon stated he was willing to serve as alternate. **George MOVED to adopt Resolution No. 1571, appointing Councilmember Shannon Reynolds as representative to the Pierce County Regional Council, and further appointing Councilmember Jamie Nixon as alternate representative to the Pierce County Regional Council for 2019; seconded by Wittner.** George invited councilmember comment; Waltier thanked Reynolds and Nixon. George invited public comment; none were provided. **The Motion Carried (7-0).**

**D. Drake Street Lift Station Project Close-Out**

Public Works Director Wakefield briefed the Council on request to provide a “close-out” change order that would result in acceptance of the contract amount of \$415,111.05 and extend the completion date to November 14, 2018. Wakefield indicated that by this action, the completed project would be considered accepted. Wakefield stated that the original contract awarded by Council was for \$404,981.50 with an additional \$10,000 contingency allowance for unforeseen problems encountered during construction, and that the completed project exceeded the amount awarded by \$129.55. **Reynolds MOVED for the City Council to approve Close-Out Change Order to Pape & Sons Construction, Inc. for the Drake Street Lift Station project for the total contract price of \$415,111.05 including tax and acceptance of the project; seconded by Surina.** George invited councilmember comment; none were provided. George invited public comment; there were none. **The Motion Carried (7-0).**

**E. Police Vehicles Purchase**

Corcoran briefed the Council on the request to purchase two new police vehicles to replace the two 2009 police vehicles, stating the total price for the two vehicles was \$61,984 and that the budget included \$100,000 in the General Fund to purchase and outfit the vehicles. Corcoran indicated the vehicles would still need to be outfitted with emergency equipment and that the overall costs would most likely be within budget. **Reynolds MOVED to authorize the City Manager to purchase two 2019 Ford Police Interceptors from Corwin Ford for the amount of \$61,984.00 plus sales; seconded by Waltier.** George invited councilmember comment; none were provided. George invited public comment; none were provided. **The Motion Carried (7-0).**

**CITY MANAGER COMMENTS**

Pingel publicly thanked the City’s bond underwriter, Jim Nelson, for his timely response on the update to the estimated bond impacts.

**DEPARTMENT HEAD COMMENTS**

- Chief Cheesman commented on recent incidents, which included an update on a robbery incident and cleanup on the site at Orchard and 40th. Wittner commented on the sling-shot incident, and Cheesman provided an update on that incident as well.
- Wakefield provided an update on the clean-up efforts from the recent wind storm, stating staff was advising residents to contact Westside Disposal for pickup of their debris. Wakefield commented on Golf Course grade and drainage issues and that staff was working with them on installing a catch basin; Viafore asked for clarification and Wakefield stated this would be at the developer's expense and that he had notified them that their diversion effort would not be an acceptable alternative.
- Grover provided a brief update on the Park's effort to clean-up the parks from the wind storm. George inquired when the new Community Events Coordinator would start; Grover indicated she would begin on January 14, 2019.

**COUNCILMEMBER COMMENTS**

- Viafore commented on his excitement regarding the ballot bond measure, commended staff for their clean-up efforts, and commented on his concerns regarding dead trees on the Golf Course site and the impact they could have on the right-of-way.
- Reynolds thanked Council for their endorsement to the PCRC, and inquired if the FEMA class would be impacted by the furlough from the federal government shutdown; Pingel indicated he had not received any updates on the class being canceled. Viafore commented that it was scheduled on the same date as the City Council/Planning Commission joint meeting. Pingel stated he intended on scheduling the emergency management training as originally intended for the September 2018 study session for a future meeting.
- Wittner thanked the audience for their attendance and recognized former Fircrest resident, Aaron Best, head football coach at Eastern Washington University, who recently commented on his residency in the City of Fircrest on the radio.
- Waltier provided no comments.
- Surina commented on what the Council had accomplished thus far and thanked Council and staff for the progress. Viafore commented that the Chick-fil-A franchise appointed a Fircrest resident as the franchisee.
- Nixon commented on the upcoming bond measure and stated he believed there would be a good turn-out. Viafore inquired if the pre-paid ballot postage would continue this year; Nixon provided some background and Viafore inquired if the City could provide funding for the postage.
- George thanked the audience for their attendance and commented on his appreciation for what was accomplished in 2018.

**EXECUTIVE SESSION**

At 8:28 P.M., George reported that Council would take a four minute recess and convene into Executive Session, not to exceed the hour of 9:02 P.M., to discuss the performance of a public employee pursuant to RCW 42.30.110. George noted that only councilmembers would convene into Executive Session and that no further action would take place other than adjournment.

At 8:59 P.M., George extended the Executive Session, not to exceed the hour of 9:10 P.M.

The Council reconvened into regular session at 9:13 P.M.

**ADJOURNMENT**

**Reynolds MOVED to adjourn the meeting at 9:13 P.M., seconded by Waltier. The Motion Carried (7-0).**

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Hunter T. George, Mayor

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Jessica Nappi, City Clerk

**NEW BUSINESS:**        **MCImetro Franchise Agreement, 1st Reading**  
**ITEM 10A.**

**FROM:**                **Scott Pingel, City Manager**

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**RECOMMENDED MOTION:**    **None. Introduction of proposed ordinance only.**

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**PROPOSAL:** The Council is being asked to consider an ordinance granting a 20-year franchise to MCImetro to install, construct, operate, maintain, and repair telecommunications facilities and a network system in certain rights-of-way of the City. As prescribed in the Fircrest City Council Rules of Procedures Rule 28B, ordinances granting a franchise require two readings prior to adoption and at least four councilmembers must vote in favor of the franchise.

**FISCAL IMPACT:** All or a portion of the services offered within the City may be taxable as a telephone business at a rate of 6% of the company's total gross income. In addition, the company will pay the City an amount sufficient to recover administration costs incurred in receiving and approving this franchise, which includes a \$2,500 application fee.

**ADVANTAGE:** MCImetro plans to offer services to business and government customers such as local exchange, voice and data communication services, private line service, and cell site capacity using fiber optics, among other potential services. This franchise provides Fircrest businesses with an additional telecommunications option along with an additional revenue source for the City.

**DISADVANTAGES:** No major disadvantages other than general construction impacts when installing lines.

**ALTERNATIVES:** Not approve a franchise.

**HISTORY:** MCImetro approached the City several months ago regarding this franchise. Not knowing much about them, we have been in touch with our counterparts from Lakewood and University Place to learn more. This franchise closely mirrors the franchise agreements with MCImetro from those cities.

**ATTACHMENTS:**    [Ordinance](#)  
                              [Telecommunications Right-of-Way Use Franchise Agreement](#)

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**WHEREAS**, MCImetro Access Transmission Service Corp., d/b/a Verizon Access Transmission Services, a Delaware corporation qualified to do business in the state of Washington, and the City of Fircrest have engaged in negotiations regarding permitting MCImetro Access Transmission Service Corp. to install, construct, operate, maintain, and repair telecommunications facilities and a network system in certain rights-of-way of the City; and

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

**Section 1.** Granting a Telecommunication Franchise to MCImetro Access Transmission Service Corp. MCImetro Access Transmission Service Corp. is hereby granted a non-exclusive franchise to construct, maintain and provide telecommunication services, as set forth in the Telecommunications Right-of-Way Use Franchise Agreement between the City of Fircrest and MCImetro Access Transmission Service Corp., d/b/a Verizon Access Transmission Services, in the form attached hereto as Exhibit “A” and incorporated herein by reference.

**Section 2. Severability.** If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances by a court of competent jurisdiction shall not be affected.

**Section 3.** Directions to City Clerk. The City Clerk is hereby authorized and directed to forward copies of this ordinance to the franchisee and permit holder as set forth in this ordinance.

**Section 4. Publication and Effective Date.** This ordinance has been submitted to the Fircrest City Attorney; granted an approving vote of at least a majority of the Fircrest City Council at a regular meeting after initial introduction on \_\_\_\_\_; and has been published in a summary at least once in a newspaper of general circulation in the City of Fircrest prior to adoption. This ordinance, being in compliance with RCW 35A.47.040, shall be in force and effect five (5) days from and after its passage by the Fircrest City Council and publication in the summary form attached to the original of this Ordinance and by this reference approved by the City Council.

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**PASSED BY THE CITY COUNCIL OF THE CITY OF FIRCREST,  
WASHINGTON**, at a regular meeting thereof this \_\_th day of \_\_\_\_\_ 2019.

**APPROVED:**

\_\_\_\_\_  
Hunter T. George, Mayor

**ATTEST:**

\_\_\_\_\_  
Jessica Nappi, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael B. Smith, City Attorney

**DATE OF PUBLICATIONS:  
EFFECTIVE DATE:**



## EXHIBIT A

### Telecommunications Right-of-Way Use Franchise Agreement

**WHEREAS**, MCImetro Access Transmission Service Corp., d/b/a Verizon Access Transmission Services, a Delaware corporation qualified to do business in the state of Washington ("COMPANY"), and the City of Fircrest ("City") have engaged in negotiations regarding permitting the COMPANY to install, operate and maintain a telecommunications system in certain rights-of-way of the City ("Agreement"); and

**WHEREAS**, this agreement, for reference purposes only, is dated the \_\_\_\_ day of \_\_\_\_\_, 2019, and is entered into between the City of Fircrest, Washington, a municipal corporation, herein referred to as the "City," and MCImetro Access Transmission Service Corp., d/b/a Verizon Access Transmission Services, a Delaware corporation qualified to do business in the state of Washington, herein referred to as the "Company."

**WHEREAS**, COMPANY and the City desire to enter into an agreement authorizing COMPANY to use certain portions of the right of way in the City for its communication system subject to certain conditions and restrictions; now therefore, COMPANY and the City agree as follows:

#### **AGREEMENT**

- A.** COMPANY is authorized to use those certain City rights-of-way as specified in the Scope of Work, Attachment A, for the purpose of constructing, replacing, maintaining and using equipment and facilities for a telecommunications system provided they shall first obtain all necessary permits and authorizations required by the City. Such permits and authorizations shall be issued subject to the provisions of the Fircrest Municipal Code and the General conditions set forth in this Agreement, which General Conditions shall be incorporated by reference in such permits and authorizations as if fully set forth in whole therein. Such permits and authorizations shall also be subject to any other applicable City ordinances, resolutions, codes, policies and standards. Nothing provided herein shall in any way limit the City's authority to otherwise exercise its police powers.
- B.** COMPANY and the City recognize that the rights-of-way authorized to be used by COMPANY pursuant to Paragraph A above will permit COMPANY to construct its telecommunications system. COMPANY and the City further recognize that COMPANY may need to utilize substantial additional rights-of-way in order to be able to provide service to its customers. COMPANY agrees to cooperate with the City's Public Works and Planning and Development Services Departments to identify and evaluate those additional rights-of-way necessary for COMPANY to serve its customers. Priority shall be given to use of those rights-of-way, construction upon which can be coordinated with other City and private construction activities in a manner that will least impact the existing condition of the rights-of-way, the traffic during construction, and the adjacent neighborhoods during construction and after installation. The Director of the Public Works Department or other person designated by the City Manager, shall be authorized to approve the use by COMPANY of such additional rights-of-way requested by COMPANY which the Director deems appropriate.

Any additional rights-of-way authorized for use by the Director from time to time shall be listed and made an addendum to **Attachment A**.

**C. Compensation and Financial Provisions.**

**1. Fees; Taxes.**

- 1.1. State Prohibition of Franchise Fee.** The parties understand that RCW 35.21.860 currently prohibits a municipal franchise fee. COMPANY agrees that if this statutory prohibition is removed, the City may assess a reasonable franchise fee to be agreed to by the parties. The parties agree that this Section does not limit the right of COMPANY to challenge the franchise fee pursuant to 47 USC §253.
- 1.2. COMPANY Subject to the City Telephone Business Tax.** COMPANY agrees that all or a portion of its services offered in the City of Fircrest may be specifically taxable as a telephone business under Fircrest Municipal Code 5.24 and are taxable at the rate specified in Fircrest Municipal Code 5.24 now in effect or as amended, which at the time of the execution of this Franchise Agreement is six percent (6%) of COMPANY'S total gross income. It is agreed that the amount of total gross income to be taxed will include the amount of tax imposed on COMPANY by City ordinance. This Franchise does not limit the City's power of taxation. COMPANY's services may include: competitive exchange service, data transport service, internet access service, cell site front- and back-haul and facilities leasing to affiliates and third parties.
- 1.3. COMPANY obligated to Pay Administrative Costs.** In accord with RCW 35.21.860 as presently effective and as it may be later amended, COMPANY must pay the City an amount sufficient to recover administration expenses incurred in receiving and approving this Franchise, including, but not limited to, the reasonable costs of outside consultants retained by the City to assist in the City's consideration and processing of this Franchise application. The first \$2,500 of said expenses will be covered by the \$2,500 application fee deposited with the City. COMPANY will also pay the reasonable costs of enforcing or, as necessary, reviewing the provisions of this Franchise, as well as costs involved with the modification, amendment, renewal, or transfer of this Franchise as ordered by the City Manager, whether such costs result from accrued in-house staff time or out-of-pocket expenses or administrative costs, as well as expenses of retaining independent technical, legal, or financial consultants or advisors; or whether relating to costs incurred due to initial system development or to future system expansion. The amount of payment to be made by COMPANY to cover these administrative costs is an amount determined to be reasonable by the City Manager. Such obligation further includes municipal fees related to receiving and approving permits or licenses, inspecting plans and construction, or relating to the preparation of a detailed statement pursuant to Chapter 43.21C RCW. Said fees must be paid within 30 days of receipt of the City's billing therefor.
- 1.4. Manner of Payment; Audit.** COMPANY shall make all required fee payments in the form, intervals, and manner requested by the City Finance Director and shall furnish him/her any information related to his/her revenue collection functions

reasonably requested. In case of audit, the City Finance Director may require COMPANY to furnish a verified statement of compliance with COMPANY'S obligations or in response to any questions. Said certificate may be required from an independent, certified public accountant at COMPANY'S expense. All audits will take place on COMPANY'S premises or offices furnished by COMPANY, which shall be a location within the City of Fircrest or other mutually agreeable place; however, COMPANY must agree to pay the associated costs. COMPANY agrees, upon request of the City Finance Director, to provide copies of all documents filed with any federal, state, or local regulatory agency, to be mailed to the City Finance Director on the same day as filed, postage prepaid, affecting any of COMPANY'S facilities or business operations in the City of Fircrest.

- 1.5. No Other Deductions.** Subject to federal law and regulation, no deductions, including current or previously paid fees, shall be subtracted from the gross income amount upon which payments are calculated and due for any period, nor shall copyright fees or other license fees paid by COMPANY be subtracted from the gross income for purposes of calculating payments.
- 1.6. Late Payments.** Any fees owing which remain unpaid more than 10 days after the dates specified herein shall be delinquent and shall thereafter accrue interest at 12 percent per annum or 2 percent above highest prime lending rate published daily in the Wall Street Journal during the period the payment is due but unpaid, whichever is greater.
- 1.7. Period of Limitations.** The period of limitation for recovery of any fee payable hereunder shall be six years from the date on which payment by COMPANY is due, subject to tolling as provided as a matter of law or equity.

## **2. Auditing and Financial Records.**

COMPANY shall manage all of its operations in accordance with a policy of keeping books and records open and accessible to the City. Without limiting its obligations under this Franchise, COMPANY agrees that it will collect and make available books and records for inspection and copying by the City in accordance with FMC 5.24.

COMPANY shall be responsible for collecting the information and producing it. Books and records shall be produced to the City at the City Hall or such other location as the parties may agree. Notwithstanding any provision of FMC 5.24 or this Franchise, if documents are too voluminous or for security reasons cannot be produced at the City Hall or mutually agreeable location within the City, then COMPANY may produce the material at another central location, provided it also agrees to pay the additional reasonable costs incurred by the City in reviewing the materials.

COMPANY shall take all steps required if any, to ensure that it is able to provide the City all information which must be provided or may be requested under FMC 5.24 or this Franchise, including by providing appropriate subscriber privacy notices. Nothing in this section shall be read to require COMPANY to violate 47 USC §551. COMPANY shall be responsible for redacting any data that federal law prevents it from providing to the City. Records shall be kept for at least six years. In addition to maintaining all

records as required by FMC 5.24, COMPANY shall maintain records sufficient to show its compliance with the requirements of this Franchise and shall produce those records within 30 days of a City request.

COMPANY agrees to meet with a representative of the City upon request to review its methodology of record-keeping, financial reporting, computing fee obligations, and other procedures, the understanding of which the City deems necessary for understanding the meaning of reports and records.

In exercising its rights under this section, the City agrees to request access to only those books and records which it deems reasonably necessary as part of a bona fide exercise of its authority over the telecommunications system under the Franchise, FMC 5.24, or other applicable law.

The City also reserves its right to charge site specific charges for the use of City right-of-way for placement of personal wireless services equipment or facilities as provided in RCW 35.21.860(e).

- D. This Agreement shall be in effect for a period of five (5) years from the effective date of this Agreement. This Agreement shall be automatically renewed for three (3) additional five (5) year period(s) thereafter.
- E. This Agreement may be terminated if COMPANY fails to commence construction of its facilities/system within one year of the effective date of this Agreement unless otherwise agreed to in writing by the City.
- F. To the extent that COMPANY makes the facilities and/or services available to other governmental entities within the State of Washington, COMPANY shall also make such facilities and services available to the City at similar rates and on similar terms and conditions unless otherwise prohibited or restricted by state or federal laws, regulations, or tariffs.
- G. The General Conditions referenced in paragraph A are as follows:
  - 1. **Permits and Authorizations.** COMPANY shall apply for and obtain all necessary permits and authorizations prior to the construction, installation and operation of its telecommunications system in those certain rights-of-way specified in **Attachment A**.
  - 2. **Installation of Equipment.**
    - 2.1. All facilities shall be installed and maintained at such locations shown in **Attachment A**, and subsequent amendments to **Attachment A**, as may be approved by the City so as to least interfere with existing and planned utilities and with the free passage of traffic, in accordance with the laws of the State of Washington and the ordinances and standards of the City regulating such construction. For purposes of this Section 2, "planned" shall mean utilities which the City intends to construct in the future, which intent is evidenced by the inclusion of said utility project in the Capital Facilities Plan, a comprehensive plan or other written construction or planning schedule. No permit condition shall conflict with or waive any requirement of the Fircrest Municipal Code for the construction of said facilities.

- 2.2.** In areas of the City where all utilities are underground when COMPANY installs new or extended facilities, COMPANY shall install its facilities underground in such areas. In areas of the City where existing above ground communication utility installations are in place, when COMPANY installs new or extended facilities, COMPANY may install its facilities above ground in such areas, provided such overhead installation does not interfere with the operation and use of the public right-of-way including traffic operations, sight distance, street lighting, and street trees. New service lines shall be placed underground between the transmission lines and the associated building in all locations.
- 2.3.** If, during the term of this Franchise, the City shall direct the COMPANY to replace (convert) its overhead facilities then existing within the Franchise area or portion thereof with underground facilities, the COMPANY will cooperate and participate with the City and underground its facilities within the Franchise area including paying all costs thereof.
- 2.4.** If the City undertakes any public works improvement which would otherwise require relocation of COMPANY'S above-ground facilities in accordance with Section 3 below, the City may, by written notice to COMPANY, direct that COMPANY convert any such facilities to underground facilities. All costs for such conversion shall be paid by the COMPANY.

### **3. Relocation.**

- 3.1.** Whenever the City undertakes or approves the construction of any sewer or storm drainage line or other street improvement project (including, without limitation, installation of traffic signals, street lights, sidewalks and pedestrian amenities wherein the facility so constructed or approved is or shall become, by gift, transfer, dedication or otherwise, a public facility owned, maintained or operated by the City) and such project necessitates the relocation of COMPANY's then existing facilities, the City shall:
  - 3.1.1** Provide COMPANY, at least ninety (90) days prior to the commencement of such improvement project, written notice requiring such relocation; and
  - 3.1.2** Provide COMPANY with copies of preliminary plans depicting the proposed alignment of such street improvement project so that COMPANY may relocate its facilities to accommodate such street improvement project.
  - 3.1.3** After receipt of such notice, COMPANY shall complete the relocation of such facilities at no charge or expense to the City so as to accommodate the improvement project construction schedule.
- 3.2.** If the City requires the subsequent relocation of any facility within five (5) years of the date of relocation of such facility pursuant to subsection 3.1 above, the City shall bear the entire cost of such relocation.
- 3.3.** The provisions of this Section 3 shall in no manner preclude or restrict COMPANY from making any arrangements it may deem appropriate when responding to a request for relocation of its facilities by any person or entity other than the City where the facilities to be constructed by said person or entity are not or will not become City owned, operated or maintained facilities.

- 3.4. Should COMPANY elect to relocate all of its facilities to non-City owned facilities, this Right of Way Use Agreement shall be terminated and be of no further force and effect, effective as of the date COMPANY provides written notice that it has fully relocated said facilities.
4. **Repairs.** If the City requires the relocation (temporary or permanent) of COMPANY's facilities for the purpose of repairing or maintaining any City owned, operated or maintained facility, COMPANY shall make such relocation at no cost to the City.
5. **Record of Installations.**
- 5.1. As a condition of this Right of Way Use Agreement, COMPANY shall provide to the City upon request and at no cost, a copy of all as-built plans, maps and records, including revealing the final location and condition of its facilities within the rights-of-way. Such records shall be provided in a format acceptable to the City. With respect to excavations by COMPANY near any other facilities in the rights-of-way, COMPANY and the City shall each comply with its respective obligations pursuant to Chapter 19.122 RCW and any other applicable State law.
- 5.2. Upon written request of the City, COMPANY shall provide the City with the most recent update available of any plan of potential improvements to its facilities that are subject to this Right of Way Use Agreement; provided, however, any such plan submitted shall be for informational purposes only and shall not obligate COMPANY to undertake any specific improvements, nor shall such plan be construed as a proposal to undertake any specific improvements. The City agrees not to disclose such information unless required to do so pursuant to chapter 42.56 RCW. In any event, the City agrees to notify COMPANY of the anticipated disclosure of such information at least five (5) days prior to such disclosure.
6. **Shared Use of Excavations.**
- 6.1. If at any time, or from time to time, either COMPANY or the City shall cause excavations to be made near facilities, the party causing such excavation to be made shall afford the other, upon receipt of a written request to do so, an opportunity to use such excavation, provided that: (i) such joint use shall not unreasonably delay the work of the party causing the excavation to be made; and (ii) such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties.
- 6.2. **Joint Trench.** The City reserves the right to require COMPANY to joint trench with other franchisees if both entities are anticipating trenching within the same franchise area and provided that the terms of this Section are met.
7. **Restoration after Construction.** COMPANY shall, after construction, maintenance or repair of facilities, leave the area in as good or better condition in all respects as it was in before the commencement of such construction, maintenance or repairs. All concrete-encased recorded monuments which have been disturbed or displaced by such work shall be restored pursuant to City standards and specifications. COMPANY agrees to promptly complete restoration work and to promptly repair any damage caused by such work at its sole cost and expense.

**8. Hold Harmless and Indemnity.**

- 8.1.** COMPANY shall indemnify, save harmless and defend the City, its elected and appointed officials, employees, and agents (including reimbursing the City for all costs and attorneys' fees) from any and all damages, claims, or demands, of any kind, on account of injury to or death of any and all persons, caused by COMPANY or its use of the rights-of-way, including, but not limited to, COMPANY, its agents, employees, subcontractors and their successors and assigns as well as the City or the City's employees, elected and appointed officials and agents, contractors and all third parties. COMPANY shall further indemnify, save harmless and defend the City, as provided above, from all property damage of any kind, whether tangible or intangible, including loss of use resulting from such damage, that occurs in connection with any work performed by COMPANY or caused, in whole or in part, by the presence of COMPANY or its officials, employees, agents, contractors, subcontractors, or their property upon or in proximity to City rights-of-way or City utilities. Such indemnification will not extend to damages, claims, or demands that are caused by the sole negligence or intentional misconduct of the City, its employees, agents or contractors or a third party.
- 8.2.** This indemnification, hold harmless, and defense agreement includes the promise that COMPANY shall indemnify, save harmless and defend the City, its elected and appointed officials, employees and agents (including reimbursing the City for all costs and attorneys' fees) from any and all damages, claims, or demands of any kind on account of COMPANY's violation of city, county, state or federal laws relating to environmental health except to the extent caused by the negligence of the City, its employees, agents or contractors.
- 8.3.** COMPANY agrees that its obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, COMPANY, by mutual negotiation, hereby waives, as respects the City only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the City incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from COMPANY.

**9. Insurance.** COMPANY shall maintain in full force and effect throughout the term of this Agreement the following:

- 9.1.** One Million Dollars (\$1,000,000) comprehensive general liability insurance for bodily injury or death to any one person; and
- 9.2.** Two Million Dollars (\$2,000,000) comprehensive general liability insurance for bodily injury or death resulting from any one accident;
- 9.3.** One Million Dollars (\$1,000,000) comprehensive general liability insurance for property damage resulting from any one accident; and
- 9.4.** The City shall be named as an additional insured on any policy for the purposes of any actions performed under this Agreement.

## **10. Civil Penalties and Additional Relief.**

- 10.1.** The COMPANY, and the officers, directors, and employees of the COMPANY or any agent, subcontractor or other person acting on behalf of the COMPANY failing to comply with any of the provisions of this Agreement shall be subject to a civil penalty per applicable law. A monetary penalty in an amount not more than \$500.00 per day for each day of violation may be assessed and abatement required.
- 10.2.** In addition to any penalty which may be imposed by the City, any person violating or failing to comply with any of the provisions of this Agreement shall be liable for any and all damage to City property or rights-of-way arising from such violation, including the cost of restoring the affected area to its condition prior to the violation.
- 10.3.** Notwithstanding any other provision herein, the City may seek legal or equitable relief to enjoin any acts or practices and abate any condition which constitutes or will constitute a violation of the applicable provisions of this Agreement when civil or criminal penalties are inadequate to effect compliance. In addition to the penalties set forth in this section, violation of any provision of this Agreement may also result in the revocation of any rights-of-way use agreement, rights-of-way use permit, facilities lease, or other authorization.
- 10.4.** Nothing in this Section shall be construed as limiting any remedies that the City may have, at law or in equity, for enforcement of this Agreement.
- 11. Non-Exclusive.** The rights and privileges herein granted shall not be deemed exclusive and the right is hereby reserved to the City to grant to any other person, company, corporation or association, including the City, the right to exercise the rights and privileges herein granted; provided that such grant to any other person, company, corporation or association, including the City, does not disturb or affect the rights and privileges herein granted to COMPANY.
- 12. Police Powers.** Nothing contained herein shall be deemed to affect the City's authority to exercise its police powers. COMPANY shall not by this Agreement obtain any vested rights to use any portion of the City right-of-way except for the locations approved by the City and then only subject to the terms and conditions of this Agreement. This Agreement and the permits and authorizations issued thereunder shall be governed by applicable City ordinances in effect at the time of application for such permits and authorizations.
- 13. Construction Permit Required.** Prior to the performance of any work in any public rights-of-way, and in addition to any other permits required by law, COMPANY shall apply for and obtain from the City, a Right of Way Use Permit, which application and Permit shall comply with all applicable City ordinances, regulations or standards. If the City reasonably determines that there is a potential for injury, damage or expense to the City as a result COMPANY's use of the rights-of-way the City may require COMPANY to provide additional security in a form acceptable to the City, for activities described in the subject permit.



#### **14. Modifications of Terms and Conditions.**

- 14.1. General.** The City and COMPANY hereby reserve the right to alter, amend or modify the terms and conditions of this Franchise in accordance with the provision of this Section.
- 14.2. Participation.** At any time during the term of this Franchise, the City or COMPANY may request, by written notice, that the other promptly participate in negotiations to alter, amend or modify the terms and condition of this Franchise.
- 14.3. Process.** Within a reasonable time after receipt of the notice, the City and COMPANY shall, at a mutually agreed-upon time and place, commence negotiations to alter, amend or modify the terms and conditions of this Franchise. The City and Grantee shall conduct such negotiations in good faith and with due regard to all pertinent facts and circumstances; provided, however, that neither the City nor COMPANY shall be obligated to agree to any proposed alteration, amendment or modification. Further, no rights or privileges granted by this Franchise shall be prejudiced, impaired or otherwise affected by the failure of the City or COMPANY to agree to any proposed alteration, amendment or modification.
- 14.4. Negotiations.** Neither the City nor COMPANY shall be obligated to continue negotiations after the expiration of ninety (90) days from the date they commence such negotiations; provided, however, the City and COMPANY may agree to continue such negotiations for an additional period of time.
- 14.5. Ordinance.** Any alteration, amendment or modification to which the City and COMPANY agree shall be submitted to the legislative authority of the City as a proposed ordinance. The ordinance so proposed shall expressly provide that, unless COMPANY properly files a written notice of acceptance within sixty (60) days of its effective date, the ordinance shall not be effective and this Franchise shall not be altered, amended or modified. To the extent permitted by law, the party proposing the alteration, amendment or modification shall bear all actual administrative costs directly related to approval thereof.
- 14.6. Facilities – Limited.** It is the understanding of the parties that this Franchise is limited to facilities to provide Telecommunications Service. The parties to this agreement acknowledge that if the COMPANY endeavors to provide services or utilities beyond the scope of this agreement, such additional services or utilities may be added to this Franchise only by written addendum. Additional services or utilities may be subject to franchise fees, and state or local taxes as allowed by law.

- H. Interference.** The City shall not use, nor shall the City permit others to use, any portion of the right-of-way in any way which unreasonably interferes with the operation of COMPANY's facilities in the locations authorized under this Agreement. COMPANY shall provide notice to the City of such interference and the City and COMPANY shall then cooperatively work to eliminate or substantially mitigate such interference.

- I. **Abandonment or Non-Use of Facilities.** In the event COMPANY discontinues commercial use of any facility located in any City right-of-way for a period of one hundred eighty (180) consecutive days or longer, the City may, upon ninety (90) days' written notice from the City to COMPANY, require removal of all such facilities from the City rights-of-way at COMPANY's sole expense. If COMPANY fails to remove such facilities upon proper notice from the City, the City may remove such facilities and COMPANY shall be responsible for reimbursing the City for the City's cost of removal. Notwithstanding any other provision of this Agreement, the City may permit COMPANY to abandon such facilities in place; however, no facilities of any type may be abandoned in place without the express written consent of the City. Upon permanent abandonment, the facilities shall become the property of the City, and COMPANY shall submit to the City an instrument in writing, to be approved by the City Attorney, transferring ownership of such facilities to the City. The provisions of this Section shall survive the expiration, revocation or termination of this Agreement.
- J. **Severability.** If any term, provision, condition, or portion of this Agreement shall be held to be invalid or unconstitutional for any reason, the portion declared invalid shall be severable and the remaining portions of this Agreement shall be enforceable unless to do so would be inequitable or would result in a material change in the rights and obligations of the parties hereunder.
- K. **Transferability.** The rights and privileges granted to COMPANY as provided in this Agreement may only be assigned or transferred to another entity with the prior written approval of the City, which shall not be unreasonably withheld, conditioned or delayed. However, COMPANY may assign or transfer the rights and privileges granted herein to any affiliate, parent or subsidiary of COMPANY, or to an entity with or into which COMPANY may merge or consolidate, or to an entity which controls, is controlled by, or is under common control with such entity or to any purchaser of all or substantially all of the assets of COMPANY without the requirement for City approval, so long as the successor provides written notice to the City that it agrees to be fully liable to the City for compliance with all terms and conditions of this Agreement.
- L. **Reimbursement of City.** COMPANY shall reimburse the City, upon submittal by the City of an itemized billing by project costs, for COMPANY's proportionate share of all actual, identifiable and reasonable expenses incurred by the City in planning, designing, constructing, installing, repairing or altering any City facility as the result of the actual or proposed presence in the rights-of-way of COMPANY's facilities. Such costs and expenses shall include but not be limited to the proportionate cost of City personnel utilized to oversee or engage in any work in the rights-of-way as the result of the presence of COMPANY's facility in the rights-of-way. Such costs and expenses shall also include the proportionate share of any time spent reviewing construction plans in order to either accomplish the relocation of facilities or the routing or rerouting of any utilities so as not to interfere with facilities. The time of City employees shall be charged at their respective rate of salary, including overtime if utilized, plus benefits (approximately 22% of salary) and overhead. Any other costs will be billed proportionately on an actual cost basis. All billing will be itemized so as to specifically identify the costs and expenses for each project for which the City claims reimbursement. The billing

may be on an annual basis, but the City shall provide COMPANY with the City's itemization of costs at the conclusion of each project for information purposes.

**M. Effective Date.** This Agreement shall take effect upon execution by both parties to this Agreement, and after five (5) days from and after passage by the Fircrest City Council and publication of the Ordinance summary.

**N. Miscellaneous.**

1. This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.
2. If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
3. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.
4. Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

**CITY:**

Scott Pingel  
City Manager  
City of Fircrest  
115 Ramsdell Street  
Fircrest, WA 98466

**COMPANY:**

MCImetro Access Transmission Service Corp.  
d/b/a Verizon Access Transmission Services  
600 Hidden Ridge, E02E102  
Irving, TX 75038  
Attn: Franchise Manager

with a copy (except for invoices) to:

Verizon Business Services  
1320 N. Courthouse Road, Suite 900  
Arlington, VA 22201  
Attn: General Counsel, Network & Technology

The City or COMPANY may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received five (5) days after placing in U.S. Mail, certified, or the next day after sending via overnight delivery.

5. This Agreement shall be governed by the laws of the State of Washington, with venue in Pierce County.

6. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.
7. All Riders and Exhibits annexed hereto form material parts of this Agreement.
8. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

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

**DATED this \_\_\_\_ day of \_\_\_\_\_, 2019.**

**CITY:**

**City of Fircrest**

**COMPANY:**

**MCImetro Access Transmission  
Service Corp. d/b/a Verizon Access  
Transmission Services**

By: \_\_\_\_\_  
Scott Pingel  
City Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

## **ATTACHMENT A**

### **SCOPE OF WORK**

COMPANY is authorized to place its facilities in the public rights-of-way within the municipal boundaries of City, subject to applying for and obtaining all necessary permits and authorizations prior to the construction, installation and operation of its telecommunications system.

COMPANY may not place wireless equipment (such as radios or antennas) for the provision of wireless service. COMPANY may place cable to such wireless equipment consistent with the terms of this Ordinance.

DRAFT

**NEW BUSINESS:** City of Tacoma Interlocal Agreement – S 19th Street Median Islands  
**ITEM 10B.** Maintenance

**FROM:** Scott Pingel, City Manager

---

**RECOMMENDED MOTION:** I move to adopt Resolution No.\_\_\_\_, authorizing the City Manager to execute an interlocal agreement with the City of Tacoma establishing maintenance responsibilities for South 19th Street medians between the entrance to the Tacoma Area Coalition of Individuals with Disabilities (TACID) and Mildred Street West.

---

**PROPOSAL:** The Council is being asked to authorize the City Manager to execute an interlocal agreement with the City of Tacoma establishing maintenance responsibilities for South 19th Street medians between the entrance to the Tacoma Area Coalition of Individuals with Disabilities (TACID) and Mildred Street West.

**FISCAL IMPACT:** There is no initial fiscal impact to this agreement. Once the landscaped median at Chick-fil-A is established, it will be ours to maintain, which will carry some cost.

**ADVANTAGE:** This agreement determines responsibilities for the 19th Street center lane, which we share with the City of Tacoma. It also helps move the current TACID center lane median towards a landscaped median, which we continue to push for, rather than having the c-curb and pylons that are there now.

**DISADVANTAGES:** The main disadvantage is having to maintain the eventual landscaped island near Chick-fil-A once it is established.

**ALTERNATIVES:** Not establish S. 19th Street median responsibilities in partnership with the City of Tacoma.

**HISTORY:** The City of Fircrest and City of Tacoma each own half of S 19th Street, which causes the situation where each city owns half of the center lane on S 19th Street between Alameda and Mildred. This makes it crucial to establish a good working relationship with the City of Tacoma. We have had disagreements with the City of Tacoma and Tacoma Community College (TCC) in the recent past over what is best on S. 19th Street. We continue to express our dissatisfaction with the c-curb and pylons they use to enforce the right-in, right-out traffic patterns coming out of the TACID and TCC parking lots. This agreement provides clarity over median responsibilities at each median location on 19th Street between TACID and Mildred Street.

**ATTACHMENTS:** [Resolution](#)  
[Interlocal 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 INTERLOCAL AGREEMENT WITH  
THE CITY OF TACOMA ESTABLISHING MAINTENANCE  
RESPONSIBILITIES FOR SOUTH 19TH STREET MEDIANS  
BETWEEN THE ENTRANCE TO THE TACOMA AREA  
COALITION OF INDIVIDUALS WITH DISABILITIES (TACID)  
AND MILDRED STREET WEST.**

**WHEREAS**, the cities of Fircrest and Tacoma share a corporate boundary along the center of South 19th Street between Alameda Avenue and Mildred Street West; and

**WHEREAS**, Fircrest and Tacoma desire to make improvements along the shared corporate boundary, including the installation and maintenance of raised median islands; and 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 interlocal agreement with the City of Tacoma establishing maintenance responsibilities for South 19th Street medians between the entrance to the Tacoma Area Coalition of Individuals with Disabilities (TACID) and Mildred Street West.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON**, at a regular meeting thereof this 22nd day of January  
2019.

**APPROVED:**

\_\_\_\_\_  
Hunter T. George, Mayor

**ATTEST:**

\_\_\_\_\_  
Jessica Nappi, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael B. Smith, City Attorney

**INTERLOCAL AGREEMENT  
BETWEEN  
CITY OF FIRCREST AND THE CITY OF TACOMA  
FOR  
MAINTENANCE OF MEDIAN ISLANDS IN SOUTH 19TH STREET**

**THIS INTERLOCAL AGREEMENT** is made and entered into this day by and between the CITY OF TACOMA ("Tacoma") and the CITY OF FIRCREST ("Fircrest").

**RECITALS**

**WHEREAS**, pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act), two or more public entities may contract with one another to perform government services which each is by law authorized to perform, and

**WHEREAS**, the cities of Fircrest and Tacoma share a corporate boundary along the center of South 19th Street; and Fircrest and Tacoma desire to make improvements along the shared corporate boundary, including the installation of raised median islands; and

**WHEREAS**, the construction and maintenance of the planned improvements would be more efficiently accomplished by both agencies, the City of Tacoma and the City of Fircrest.

**NOW, THEREFORE**, it is agreed by and between the parties as follows:

1. For the median island at approximately 6300 19th Street in the vicinity of 64th Avenue West and the driveway to Tacoma Community College (TCC) and Tacoma Area Coalition of Individuals with Disabilities (TACID), the City of Tacoma will be responsible for the ongoing maintenance of the landscaping and signage behind the curbing of said median. The City of Tacoma will oversee design and construction of the median. Item A in Exhibit 1.
2. For the median island at approximately 6500 19th Street in the vicinity of the westerly driveway to TCC and at the proposed driveways to Chick-Fil-A (6518, 6520 and 6602 19th Street West), the City of Fircrest will be responsible for the ongoing maintenance of the landscaping and signage behind the curbing of said median. The City of Fircrest will oversee design and construction of the median. Item B in Exhibit 1.
3. Each agency will continue to have the responsibility to maintain all curbing, pavement, and channelization in their respective jurisdictions. Item C in Exhibit 1.
4. The initial design, and any design modifications, must be approved by both agencies.
5. Each agency shall have the right to set up temporary traffic control devices in the neighboring jurisdiction for the purposes of performing the maintenance and repair activities described herein, provided that any traffic restrictions extending more than 100' beyond the limits of the median curbing or that do not retain at least one lane of travel in each direction must be approved by the neighboring jurisdiction in advance.

**Section 1. PURPOSE.** The purpose of this Agreement is to establish maintenance responsibilities for 19th Street South medians between the entrance to the TACID and Mildred Street West.



**Section 2. TERM.** The term of this Agreement shall be indefinite, and this Agreement shall continue from year to year until terminated by notice of termination, in writing, given by one party to the other. Notice of termination must be given sixty (60) days prior to the termination date.

**Section 3. ANNUAL REVIEW.** Tacoma and Fircrest agree to annually review the effectiveness of this Agreement on or about the anniversary date of this Agreement.

**Section 4. AMENDMENTS.** This Agreement may be amended at any time by the mutual written consent of the Cities of Tacoma and Fircrest.

**Section 5. FINANCING.** Each party will bear its own cost of performing under this Agreement.

**Section 6. JOINT BOARD.** There will be no joint board created to administer this Agreement.

**Section 7. PROPERTY.** No property will be acquired or held pursuant to this Agreement.

**Section 8. FILING.** A copy of this Agreement shall be filed with the City Clerks of Fircrest and Tacoma, and the Pierce County Auditor; provided, however, that failure to file shall not affect the validity of this Agreement.

**Section 9. HOLD HARMLESS.** Each party agrees to indemnify, defend, save and hold harmless the other party, its officials, employees, volunteers and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection with or incident to, its own performance of this Agreement, except where damages are caused by or arising out of the negligence, wrongful or willful misconduct of the other party, its elected and appointed officials, officers, employees or agents.

**Section 10. DISPUTE RESOLUTION.** In the event of a dispute between the parties arising out of or relating to this Agreement, the Public Works Director and the City Manager or their designated representatives shall review such dispute and options for resolution. If the dispute cannot be resolved by the Public Works Director and the City Manager, the dispute may be submitted to mediation, and if still not resolved, shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04 RCW, and the judgment or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

**Section 11. NO THIRD PARTY BENEFICIARY.** The parties do not intend for there to be any third-party beneficiary to this Agreement.

**Section 12. GENERAL PROVISIONS.** This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreement shall be effective for any purpose. No provision of this Agreement may be amended or modified except by written agreement signed by the Parties. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

**Section 13. NOTICES.** All notices, demands or requests which may or are required to be given by one party to the other under this Agreement shall be given in writing and hand delivered, or sent by United States registered or certified mail, postage prepaid, return receipt requested, and addressed to the Landlord's address or Tenant's address below, as the case may be. Notices shall be deemed to have been given upon

receipt or attempted delivery when delivery is not accepted. Either party may change its address upon written notice given to the other.

City of Fircrest  
Attn: Public Works Director  
115 Ramsdell Street  
Fircrest, WA 98466

City of Tacoma  
Attn: Public Works Director  
747 Market Street Rm.408  
Tacoma, WA 98402

**Section 14. ENFORCEMENT, INTERPRETATION AND VENUE.** The laws of the State of Washington shall govern the validity, performance, interpretation, and enforcement of this Agreement. Should either party institute arbitration for enforcement or interpretation of any provision contained herein, the venue of such arbitration shall be in Pierce County, Washington.

**IN WITNESS WHEREOF**, the parties have executed this Assignment as of the date first written above.

**CITY OF TACOMA**

**CITY OF FIRCREST**

By: \_\_\_\_\_  
Elizabeth Pauli, City Manager

By: \_\_\_\_\_  
Scott Pingel, City Manager

**Attest:**

**Attest:**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Jessica Nappi, City Clerk

**Approved as to form:**

**Approved as to form:**

\_\_\_\_\_  
Deputy City Attorney

\_\_\_\_\_  
Michael B. Smith, City Attorney



# Exhibit 1

## 19th Street Medians

1 inch = 80 feet

**THIS IS NOT A SURVEY**

Do not use data found on this map  
The City of Fircrest assumes no liability  
for variations ascertained by actual survey  
For Informational Use Only

Map produced: 1/11/2019



**NEW BUSINESS:**        **Fircrest Pool, Community Center and Parks Steering Committee**  
**ITEM 10C.**

**FROM:**                **Scott Pingel, City Manager**

---

**RECOMMENDED MOTION:**    **I move to adopt Resolution No. \_\_\_\_\_, establishing the**  
**Fircrest Pool, Community Center and Parks Steering Committee.**

---

**PROPOSAL:** The Council is being asked to continue the mission of the Fircrest Pool, Community Center and Parks Steering Committee through the term of the project, which has been established to guide the Roy H. Murphy Community Center and Community Pool project scope and design. There is a need for continued feedback from the Committee as we work through the design process. It is helpful to be able to hold a Steering Committee meeting and then host a public meeting before reporting back to Council on project progress.

**FISCAL IMPACT:** None identified.

**ADVANTAGE:** The Steering Committee will continue to provide feedback and guidance to the project team as well as advising the City Council as needed on the project. The committee will continue to help with public education. The Steering Committee will also continue to monitor and review project status as well as provide oversight of the deliverables.

**DISADVANTAGES:** None identified.

**ALTERNATIVES:** Not renew the Steering Committee.

**HISTORY:** The City Council, Fircrest Parks and Recreation Comprehensive Plan, and 2017 City of Fircrest Pool and Roy H. Murphy Community Center Survey identified the Community Center and Pool as the top priority. At its February 27, 2018 meeting, the City Council secured the professional services of ARC Architects to provide professional services to continue the design of the Roy H. Murphy Community Center and Community Pool, which include a schematic design phase, and public, Council, and design meetings with the Steering Committee. At the March 27, 2018 meeting, the City Council approved Resolution No. 1527, establishing the Steering Committee. As prescribed in the Council Rules of Procedures, the Steering Committee expired at the end of the 2018 calendar year.

**ATTACHMENT:**    [Resolution](#)

**CITY OF FIRCREST  
RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON, RENEWING THE FIRCREST POOL,  
COMMUNITY CENTER AND PARKS STEERING COMMITTEE.**

**WHEREAS**, the City of Fircrest City Council has identified the Fircrest pool, community center and parks as a top priority; and

**WHEREAS**, the City Council secured the professional services of ARC Architects to provide professional services to continue the design of the Roy H. Murphy community center and pool; and

**WHEREAS**, the project is now in the design development phase, which will include public, Council, and design meetings with the Steering Committee in order to provide accountability to the community and steady feedback throughout the process; and

**WHEREAS**, the City Council approved Resolution No. 1527, establishing the Steering Committee at its March 27, 2018 regular meeting; and

**WHEREAS**, the primary function of the Fircrest Pool, Community Center and Parks Steering Committee is to guide the project scope and design, help make the business case for the projects, and help with public education; and

**WHEREAS**, the Steering Committee expired at the end of the 2018 calendar year as prescribed in the Council Rules of Procedures. Now, Therefore

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

**Section 1.** That the Fircrest Pool, Community Center and Parks Steering Committee is hereby renewed through the term of the project.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON**, at a regular meeting thereof this 22nd day of January, 2019.

**APPROVED:**

\_\_\_\_\_  
Hunter T. George, Mayor

**ATTEST:**

\_\_\_\_\_  
Jessica Nappi, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael B. Smith, City Attorney

**NEW BUSINESS:**        **WSDOT Title VI Nondiscrimination Agreement**  
**ITEM 10D.**

**FROM:**                    **Scott Pingel, City Manager**

---

**RECOMMENDED MOTION:**    **I move to adopt Resolution No.\_\_\_\_, authorizing the City Manager to execute the Washington State Department of Transportation Title VI Nondiscrimination Agreement.**

---

**PROPOSAL:** The Council is being asked to authorize the City Manager to execute the Title VI Nondiscrimination Agreement, designate a Title VI Coordinator, assure contractor and subcontractor compliance, receive training on the Title VI related statute, handle any complaints, and provide an annual report as required by the Washington State Department of Transportation in order to be eligible for federal funds and be in compliance the Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1967. The Agreement ensures that the City will not spend federal funds in a way that encourages, subsidizes, or results in discrimination based on race, color, or national origin.

**FISCAL IMPACT:** None identified.

**ADVANTAGE:** Be in compliance and eligible for federal grant funding.

**DISADVANTAGES:** None identified.

**ALTERNATIVES:** Not sign the agreement and not be eligible for federal grant funding.

**HISTORY:** Each agency that receives federal funds through WSDOT is required to establish and implement a Title VI Program to ensure that the provision of benefits and services are conducted in a nondiscriminatory manner. Recently, the City was notified by WSDOT that the City needed to execute a new Nondiscrimination Agreement as the previous one is outdated and older than six years.

**ATTACHMENTS:** [Resolution](#)  
[WSDOT Title VI Nondiscrimination Agreement](#)

**CITY OF FIRCREST  
RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON, AUTHORIZING THE CITY  
MANAGER TO EXECUTE THE WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION TITLE VI  
NONDISCRIMINATION AGREEMENT.**

**WHEREAS**, all federal fund recipients are required to comply with the Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1967; and

**WHEREAS**, the Washington State Department of Transportation requires that the City of Fircrest to sign the Title VI Nondiscrimination Agreement, designate a Title VI Coordinator, assure contractor and subcontractor compliance, receive training on the Title VI related statute, handle any complaints, and provide an annual report; and Now, Therefore,

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

**Section 1.** The City Manager is hereby authorized and directed to execute the Washington State Department of Transportation Title VI Nondiscrimination Agreement.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON**, at a regular meeting thereof this 22nd day of January 2019.

**APPROVED:**

\_\_\_\_\_  
Hunter T. George, Mayor

**ATTEST:**

\_\_\_\_\_  
Jessica Nappi, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael B. Smith, City Attorney

---

## ***Nondiscrimination Agreement Population Under 100,000***

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### **Washington State Department of Transportation and the City of Fircrest Policy Statement**

The City of Fircrest, hereinafter referred to as the “Recipient” assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Recipient further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

The Civil Rights Restoration Act of 1987, broadened the scope of Title VI coverage by expanding the definition of terms “programs or activities” to include all programs or activities of federal aid recipients, sub-recipients, and contractors/consultants, whether such programs and activities are federally assisted or not (Public Law 100259 [S.557] March 22, 1988).

In the event the Recipient distributes federal aid funds to a sub-recipient, the Recipient will include Title VI language in all written agreements and will monitor for compliance.

The City of Fircrest’s Title VI Coordinator is responsible for initiating and monitoring Title VI activities, preparing reports and other responsibilities as required by 23 Code of Federal Regulation(CFR) 200 and 49 Code of Federal Regulation 21.

---

Signature

---

Title

---

Date



## **Title VI Program Organization and Staffing**

Pursuant to 23 CFR 200, the City Clerk has been designated as a Title VI Coordinator who is responsible for Attachment 1, which describes the hierarchy for the City of Fircrest's Title VI Program, including an organization's chart illustrating the level and placement of Title VI responsibilities.

## **Assurances**

49 CFR Part 21.7

The City of Fircrest hereby gives assurances:

1. That no person shall on the grounds of race, color, national origin, and sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are federally funded or not. Activities and programs which the recipient hereby agrees to carry out in compliance with Title VI and related statutes include but are not limited to:
  - List all major Transportation programs and activities of the recipient and Title VI responsibilities for each one of them. Include information as Attachment 2 to this Nondiscrimination Agreement.
2. That it will promptly take any measures necessary to effectuate this agreement.
3. That each Transportation program, activity, and facility (i.e., lands change to roadways, park and ride lots, etc.) as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.
4. That these assurances are given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the recipient by the Washington State Department of Transportation (WSDOT) under the federally-funded program and is binding on it, other recipients, subgrantees, contractors, sub-contractors, transferees, successors in interest and other participants. The person or persons whose signatures appear below are authorized to sign these assurances on behalf of the Recipient.
5. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all federally-funded programs and, in all proposals for negotiated agreements. The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.
6. That the Recipient shall insert the clauses of Appendix 1 of this Agreement in every contract subject to the Act and the Regulations.

7. That the Recipient shall insert the clauses of Appendix 2 of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
8. That the Recipient shall include the appropriate clauses set forth in Appendix 3 of this Agreement, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under a federal aid program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under a federal aid program.
9. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

### **Implementation Procedures**

This agreement shall serve as the recipient's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. Grants and loans of federal funds.
2. The grant or donation of federal property and interest in property.
3. The detail of federal personnel.
4. The sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient.
5. Any federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

### **The recipient shall:**

1. Issue a policy statement, signed by the head of the recipient, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by WSDOT or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The head of the recipient shall be held responsible for implementing Title VI requirements.
3. Designate a civil rights coordinator who has a responsible position in the organization and easy access to the head of the recipient. The civil rights coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. The civil rights coordinator shall adequately implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin or sex, the nature of the complaint, the date the complaint was filed, the date the investigation was completed, the disposition, the date of the disposition, and other pertinent information. A copy of the complaint,

together with a copy of the recipient's report of investigation, will be forwarded to WSDOT's Office of Equal Opportunity (OEO) within 10 days of the date the complaint was received by the recipient.

6. Collect statistical data (race, color, national origin, sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the recipient.
7. Conduct Title VI reviews of the recipient and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Attend training programs on Title VI and related statutes conducted by WSDOT OEO.
9. Prepare a yearly report of Title VI accomplishments for the last year and goals for the next year. This report is due one year from the date of approval of the Nondiscrimination Agreement and then annually on the same date.
  - a. Annual Work Plan – Outline Title VI monitoring and review activities planned for the coming year; state by which each activity will be accomplished and target date for completion.
  - b. Accomplishment Report – List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI Coordinator and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special reviews (internal or external) conducted by the Title VI Coordinator. List any major problem(s) identified and corrective action taken. Include a summary and status report on any Title VI complaints filed with the recipient.

#### **Discrimination Complaint Procedure**

1. Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the recipient. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the recipient's Title VI Coordinator for review and action.
2. In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:
  - a. The date of alleged act of discrimination; or
  - b. Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the recipient or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.
3. Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the recipient, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the recipient's investigative procedures.

4. Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as WSDOT and USDOT.
5. The recipient will advise WSDOT within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to WSDOT:
  - a. Name, address, and phone number of the complainant.
  - b. Name(s) and address(es) of alleged discriminating official(s).
  - c. Basis of complaint (i.e., race, color, national origin, or sex)
  - d. Date of alleged discriminatory act(s).
  - e. Date of complaint received by the recipient.
  - f. A statement of the complaint.
  - g. Other agencies (state, local, or federal) where the complaint has been filed.
  - h. An explanation of the actions the recipient has taken or proposed to resolve the issue raised in the complaint.
6. Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the head of the recipient. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.
7. Within 90 days of receipt of the complaint, the head of the recipient will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with WSDOT, or USDOT, if they are dissatisfied with the final decision rendered by the Recipient. The Title VI Coordinator will also provide WSDOT with a copy of this decision and summary of findings upon completion of the investigation.
8. Contacts for the different Title VI administrative jurisdictions are as follows:

Washington State Department of Transportation  
Office of Equal Opportunity, Title VI Program  
PO Box 47314  
Olympia, WA 98466  
360-705-7098

Federal Highway Administration  
Washington Division Office  
711 Capitol Way South, Suite 501  
Olympia, WA 98501  
360-534-9325

**Sanctions**

In the event the recipient fails or refuses to comply with the terms of this agreement, WSDOT may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part;
2. Refrain from extending any further assistance to the recipient under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the recipient.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the recipient.
4. Refer the case to the Department of Justice for appropriate legal proceedings.

**WASHINGTON STATE DEPARTMENT OF TRANSPORTATION:**

---

Signature

Director of the Office of Equal Opportunity Title

---

Date

**CITY OF FIRCREST:**

---

Signature

---

Title

---

Date

## Appendix 1

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance With Regulations** – The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination** – The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment** – In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports** – The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to WSDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance** – In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the contractor under the contract until the contractor complies, and/or;
  - Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions** – The contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request WSDOT enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

## **Appendix 2**

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

### **GRANTING CLAUSE**

NOW THEREFORE, Department of Transportation, as authorized by law, and upon the condition that the state of Washington will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the United States Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, the Department of Transportation WSDOT (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d - 4) does hereby remise, release, quitclaim, and convey unto the state of Washington all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

### **HABENDUM CLAUSE**

TO HAVE AND TO HOLD said lands and interests therein unto the state of Washington, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provisions of similar services or benefits and shall be binding on the state of Washington, its successors, and assigns.

The state of Washington, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,)(and)\* (2) that the state of Washington, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination of Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned nondiscrimination conditions, the department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.

### **Appendix 3**

The following clauses shall be included in all transportation related deeds, licenses, leases, permits, or similar instruments entered into by the City of Fircrest pursuant to the provisions of Assurance 8.

The LESSEE, for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose of which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease has never been made or issued.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Washington State Department of Transportation pursuant to the provisions of Assurance 8.

The LESSEE, or himself or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person, on the grounds of race, color, sex, or national origin, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and furnishing of services thereon, no person on the grounds of race, color, sex, and national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

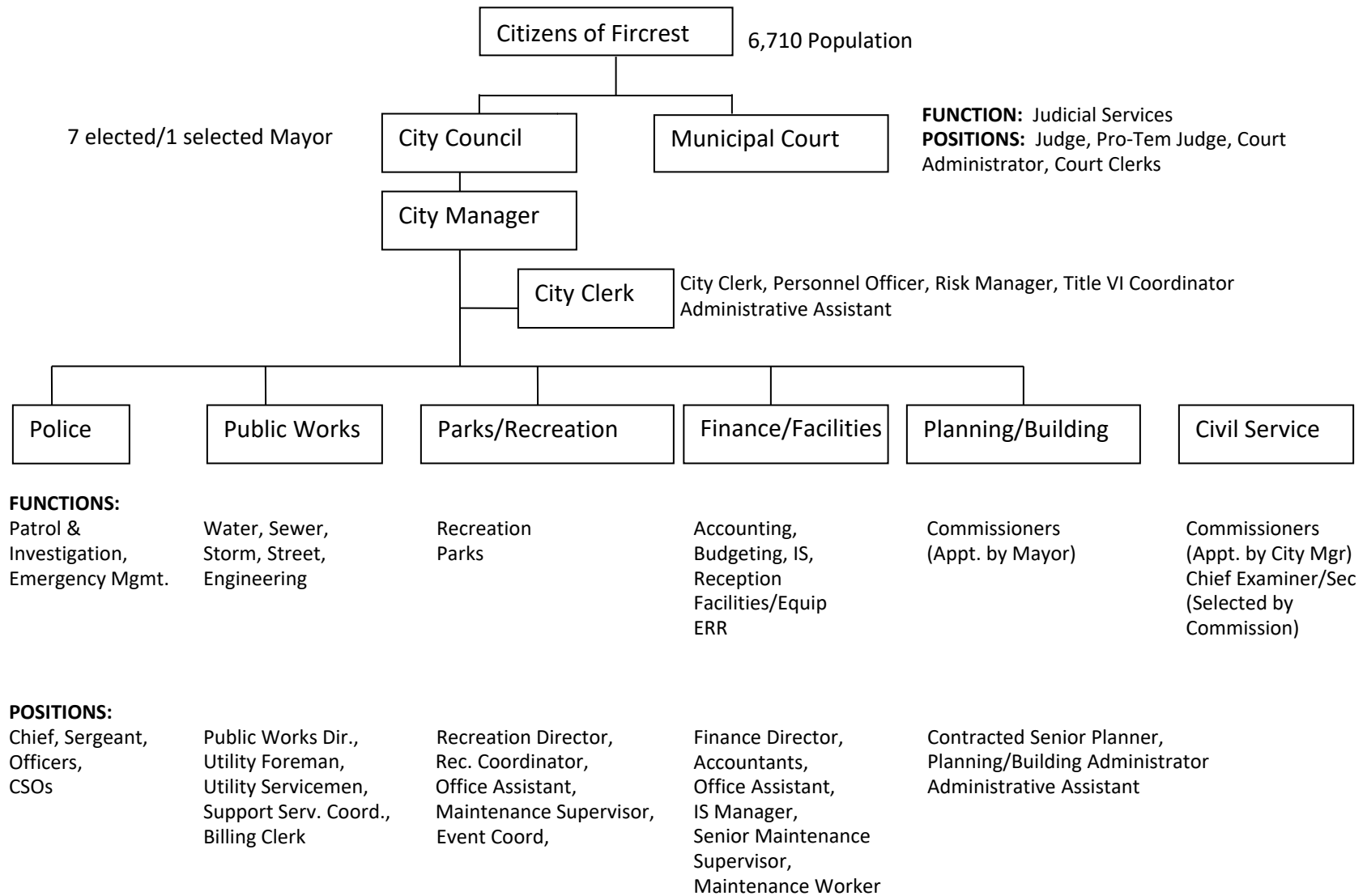
<sup>1</sup> Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.



## **Attachment 1: City of Fircrest 2019 Organization Chart by Position**

## Attachment 1

### CITY OF FIRCREST 2019 ORGANIZATION CHART by Position



## **Attachment 2: City of Fircrest Six-Year Comprehensive Transportation Improvement Program 2019-2024**





# CITY OF FIRCREST

## Six-Year Comprehensive Transportation Improvement Program

2019-2024

Approved: June 12, 2018



## ACKNOWLEDGEMENTS

### Fircrest City Council

Hunter T. George, Mayor  
Denny Waltier, Mayor Pro Tempore  
David M. Viafore  
Shannon Reynolds  
Brett L. Wittner  
Blake L. Surina  
Jamie Nixon

### City Manager

Scott Pingel

### Public Works

Jerry Wakefield, Director  
Jeff Davis, Working Utility Foreman  
Jim Marzano, Utility Service Person II  
Russ Parsons, Utility Service Person II  
Tim Piercy, Utility Service Person II  
Roger Schlosstein, Utility Service Person II  
Bryce Wakefield, Utility Service Person II  
Sue Lockard, Public Works Support Service Coordinator  
Vicky Walston, Utility Billing Clerk

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## PREFACE

Chapters 35.77.010 of the Revised Code of Washington (RCW) provide that each city shall annually update its Six-Year Comprehensive Transportation Program and, after a public hearing thereon, file a copy of the adopted Program with the Secretary of the Washington State Department of Transportation (WSDOT) by July 1 of each year. The Program is necessary to allow cities and counties to obtain State and Federal funding. For a project to obtain funding from the State, it must appear in the agency's current Program. Because the state also disperses federal highway funds, this requirement applies to federally funded projects as well.

RCW 35.77.010 also requires each city to specifically set forth those projects and programs of regional significance for inclusion in the transportation improvement plan for that region. There are no projects included in this Program which are considered regionally significant.

The Program is based upon anticipated revenues versus desirable projects. There are always more projects than available revenues. Therefore, a primary objective of the Program is to integrate the two to produce a comprehensive, realistic program for the orderly development and maintenance of our street system.

Several important points must be considered during the review of the proposed Program. The early years of the Program are fairly definite; that is, it can be assumed that those projects will be constructed as scheduled. Projects in the later years are more flexible and may be accelerated, delayed or canceled as funding and conditions change.

It is also important to note that the adoption of the Program does not irreversibly commit the City of Fircrest to construct the projects. A project may be canceled at any time during the course of study or design. The usual reasons for canceling a project are that it is environmentally unacceptable or contrary to the best interests of the community as a whole. The Program may be revised at any time by a majority of the City Council, but only after a public hearing.

## NON-DISCRIMINATION

The City of Fircrest assures that no person shall, on the ground of race, color, national origin, handicap, sex, age, or income status as provided by Title VI of the Civil Rights Act of 1964 and subsequent authorities, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity.

## GRANT APPLICATIONS AND LEVERAGING LOCAL DOLLARS

The need to leverage local dollars through grant applications is very important to the City, especially in light of the decrease in funding available for transportation related capital improvements. The intent of this Program is not only to list and program projects for funding, but to establish City Council approval to submit grant applications on those projects contained in the Program.

## ABOUT THE CITY OF FIRCREST

The City of Fircrest is a non-charter code city, operating under a Council-Manager form of government, with an annual General Fund budget of \$7.9 million and a total budget of over \$26 million. Fircrest is a full service city, providing a wide range of services, including police and fire protection, animal control, emergency medical aid, building safety regulation and inspection, street lighting, land use planning and zoning, housing and community development, full range of recreational and cultural programs, traffic safety maintenance and improvement, and maintenance and improvement of streets, water, sewer, and storm.

Fircrest is a vibrant community that offers the perks of small suburb town life with major urban cities nearby. Incorporated as a town in 1925 and as a city in 1990, Fircrest is centrally located just 32 miles south of the City of Seattle and 31 miles north of the state capital. Covering 1.58 square miles, Fircrest started as the first master-planned community in the state of Washington. With over 30 chain saw sculptures, six beautiful parks, an urban forest of Fir trees, and friendly, active neighborhoods, Fircrest has earned its title as “The Jewel of Pierce County” and is known as a residential oasis nestled between the cities of Tacoma and University Place. The City is home to the Fircrest Golf Club, a 160-acre, 18-hole golf course that has stood the test of time for more than 94 years and fits perfectly among the premier private golf clubs in the Puget Sound region.

Home to 6,640 residents, Fircrest has a strong local history and residents who are active and passionate in the community. The City operates and maintains 27.1 acres of land providing a range of active and passive recreational opportunities and community events. The City continues to work hard to keep its reputation of a quiet, residential community with attractive, livable neighborhoods and fine recreational facilities and setting the standard for community oriented policing. Fircrest is planning for additional growth in the future that will continue to shape the character of the community. As growth occurs, there are characteristics that residents would like to retain, such as Fircrest’s green character; a safe, friendly and sustainable community; and some physical remnants of the past as reminders of its early history.



## FUNDING SOURCES

### Motor Vehicle Fuel Tax Funds

By law, each city receives a proportionate share of the total state motor vehicle fuel tax. Money received is a monthly allocation based on population. In the City's 2017 budget, it is anticipated that revenue received from the state gas tax for the Street Fund will be \$144,160 in FY 2017. This is the same as anticipated to be received in 2018 and therefore should be relatively accurate.

### Fixing America's Surface Transportation Act (FAST Act)

On December 4, 2015, President Obama signed into law the Fixing America's Surface Transportation Act (FAST Act) (Pub. L. No. 114-94), the first federal law in over 10 years to provide long-term funding certainty for surface transportation. The Fast Act replaces the "Moving Ahead for Progress in the 21st Century Act" (MAP-21) which was enacted on July 6, 2012. The FAST Act authorizes \$305 billion over fiscal years 2016 through 2020 for highway, highway and motor vehicle safety, public transportation, motor carrier safety, hazardous materials safety, rail, and research, technology, and statistics programs. With the enactment of the FAST Act, states and local governments are now moving forward with critical transportation projects with the confidence that they will have a federal partner over the long term.

Of the \$225.2 billion total, \$207.4 billion will be apportioned to the states by formula and includes a new Surface Transportation Block Grant Program (STBGP). The FAST Act provides that every state will see an increase of 5.1 percent increase in formula funds for FY 2016. This will be followed by annual increases of 2.1 to 2.4 percent between FY 2017 to FY 2020.

### Transportation Improvement Board (TIB)

The Washington State Transportation Improvement Board (TIB) funds high priority transportation projects in communities throughout the state to enhance the movement of people, goods and services. TIB is an independent state agency, created by the Legislature, which distributes and manages street construction and maintenance grants to 320 cities and urban counties throughout Washington State. Funding for TIB's grant programs comes from revenue generated by three cents of the statewide gas tax.

The TIB has a number of statewide competitive programs which use criteria developed by the TIB for prioritization of projects. The three TIB programs in which the City of Fircrest can compete are as follows:

1. Urban Corridor Program (UCP)  
This program is for transportation projects with primary emphasis on public/private cooperation and economic development.
2. Urban Arterial Program (UAP)  
This program is for arterial street construction with primary emphasis on safety and mobility. This is the program from which the City received the \$558,008 grant for the 2013 Emerson Street and Orchard Street grind and overlay project.
3. Sidewalk Program (SP)  
This program is for the improvement of pedestrian safety, and to address pedestrian system continuity and connectivity. This is the program from which the City received the \$575,252 grant for the 2016 Emerson Street Sidewalk Project.



### City Funding Sources

Recently funds from the sale of the City's power utility have been used to fund capital projects in the City's Street Fund. There are not sufficient funds in this source to fully fund the projects included in the Six-Year Program, however, the City will consistently apply for grant funding in order to use as little of this fund as possible to maintain a healthy reserve to get through tough economic times.

### Real Estate Excise Taxes

The City can also use the Real Estate Excise Tax it receives for funding, in whole or in part, any capital project associated with the work identified in this plan.

### Washington State Department of Transportation

- Traffic Safety Near Schools Program – This program is for the improvement of safety for children traveling to and from school.

### Surface Water Management Program

The City's Stormwater Management Program (SWMP) pays for all drainage facilities constructed in conjunction with street improvements. The revenue from SWM is directly related to the amount of capital improvement projects constructed. Because there will be little impact to storm drainage facilities resulting from the projects proposed in the Six-Year Transportation Improvement Program, only a minor amount of funding is expected from this source.

## CONSISTENCY WITH LAND USE MANAGEMENT PLAN

The State's Growth Management Act (GMA) requires local governments to develop and adopt comprehensive plans covering land use, housing, capital facilities, utilities, and transportation. These comprehensive plans must balance the demands of growth with the provision of public facilities and services and, in particular, transportation facilities and services. The City of Fircrest was required to develop and adopt a comprehensive plan that is in conformance with the requirements of the GMA.

The City of Fircrest has, as part of its Comprehensive Plan, Transportation Goals and Policies. The projects in the Six-Year Comprehensive Transportation Improvement Program are intended to conform to the goals and policies within the City's Comprehensive Plan.

TABLE 1: 2019-2024 TRANSPORTATION FACILITY IMPROVEMENTS

Transportation Facility Improvements		2019	2020	2021	2022	2023	2024	TOTAL
<b>Capital Appropriations</b>								
1.	Major Pavement Patching: Citywide	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$300,000
<b>Grind and Overlays</b>								
2.	Alameda Ave: Regents Blvd to Columbia St/South 19th	\$230,000						\$230,000
3.	Berkeley Ave: 1100-1200 block		\$150,000					\$150,000
4.	Regents Blvd: Alameda Ave to 67th Ave						\$750,000	\$750,000
5.	Farallone Ave: 1200 block		\$75,000					\$75,000
<b>Roadway Improvements</b>								
6.	Alameda Ave: Regents Blvd to Spring St (sidewalks on west side with bike lanes)			\$1,009,474				\$1,009,474
7.	Alameda Ave: Spring St to Greenway (sidewalks on west side with bike lanes)				\$1,157,922			\$1,157,922
8.	Buena Vista Ave: 1300 block (curb/gutter and overlay)			\$65,000				\$65,000
9.	Berkeley Ave: 1300 block (curb/gutter and overlay)			\$65,000				\$65,000
<b>Pedestrian, Non-Motorized</b>								
10.	Alameda Ave: Emerson St to Rosewood Ln (curb/gutter, sidewalk - east side)		\$450,000					\$450,000
11.	Alameda Ave: 44th St to Emerson St (curb, gutter, sidewalk - both sides)			\$300,000				\$300,000
12.	44th St: 67th Ave to 60th Ave (curb/gutter, sidewalk - north side)					\$450,000		\$450,000
13.	Emerson St: Alameda Ave to Woodside Dr (planter strip, sidewalk - south side)					\$380,000		\$380,000
14.	Emerson St: Woodside Dr to 67th St (sidewalks, retaining walls, entry island)						\$465,000	\$465,000
<b>Street Lights</b>								
15.	LED Street Light Replacement	\$50,000						\$50,000
<b>Total Capital Appropriations</b>		<b>\$330,000</b>	<b>\$725,000</b>	<b>\$1,489,474</b>	<b>\$1,207,922</b>	<b>\$880,000</b>	<b>\$1,265,000</b>	<b>\$5,897,396</b>

## FIGURE 1: 2019-2024 PROJECTS MAP

As listed in Table 1, Map 1 illustrates the transportation facility improvements for the 2019-2024 Six-Year Transportation Improvement Program planned for the City of Fircrest. Below is a brief description of the work for these projects.

### Grind and Overlay

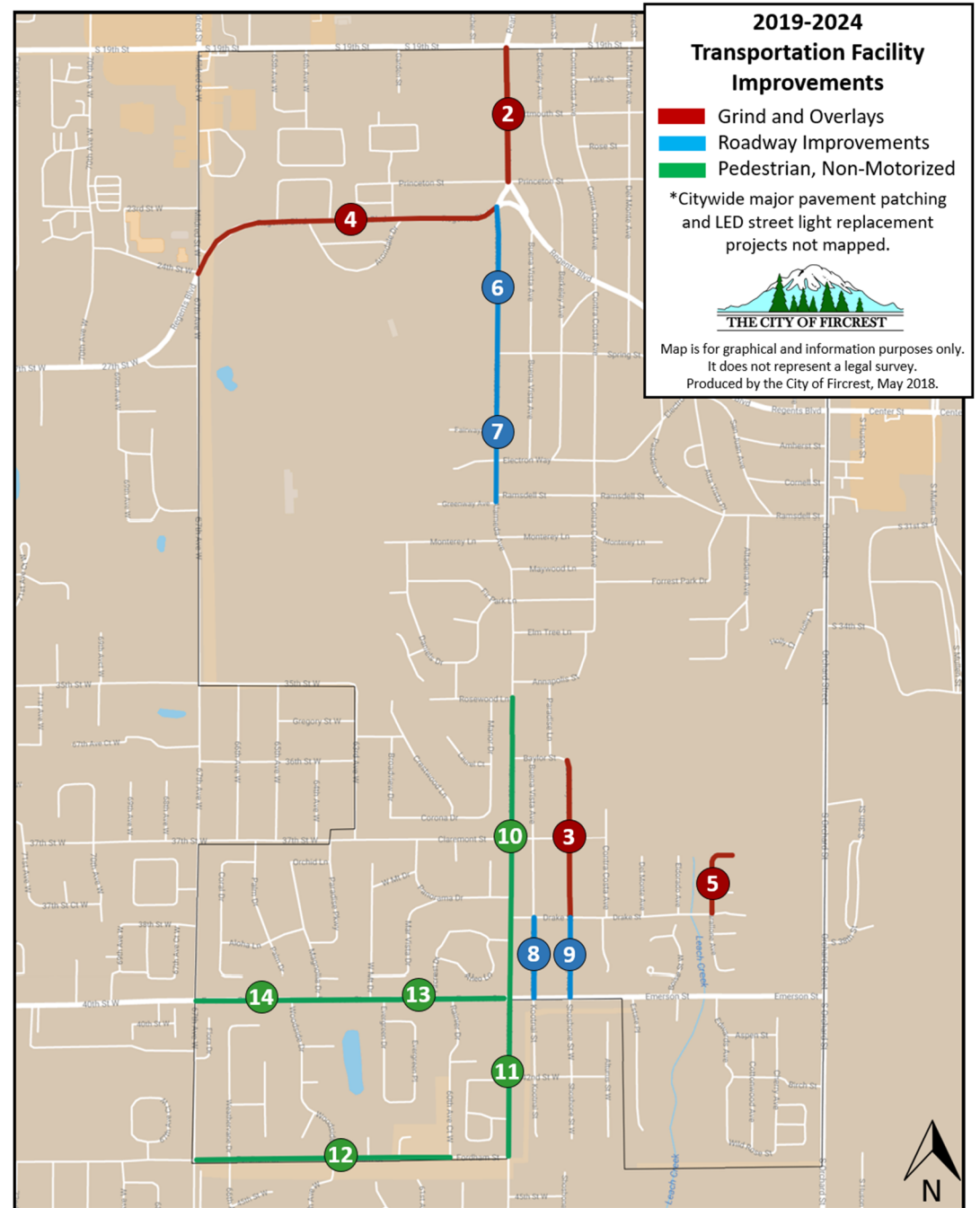
A grind and overlay project consists of grinding the existing pavement down a few inches and overlaying the roadway with a new wearing surface. This is a way to preserve the existing roadway and provide a new wearing surface and seal the roadbed.

### Roadway Improvements

This is a reconstruction of the existing roadway. The roadbed is removed and replaced with new material and a new pavement section. This work also includes replacing or adding curb and gutters and sidewalks along both sides of the roadway or where they do not exist.

### Pedestrian, Non-Motorized

This improvement is typically construction of a new curb and gutter and sidewalk improvement. This will add new sidewalks where there presently is no sidewalk and also complete gaps sidewalks. This also provides for bike lanes along designated routes.





*Westside Disposal Services, Inc.*

Scott Pingel, City Manager  
City of Fircrest  
115 Ramsdell St.  
Fircrest, WA 98466

December 20, 2018

Re: Annual Rate Adjustment, disposal site fee increase, request for recycling commodity surcharge.

Dear Scott:

Enclosed you will find the following:

1. Letter from Pierce County for the disposal fee increase effective March 1, 2019. LRI will raise the rates from the current rate of \$158.38 to \$1164.34 per ton, an increase of \$6.96 per ton, or 4.42%.

2. The Sept. – Sept. Consumer Price Index for figuring the Annual Rate Adjustment. The rate this year is 2.8 %. We then multiply that times 85% as allowed in the contract, resulting in an Annual Rate Adjustment of 2.38%.

3. An Excel Spreadsheet with the following:

Schedule 1. – Worksheet showing the effect of disposal site fee increase and how it gets applied to each level of service.

Schedule 2. – Worksheet showing how the Annual Rate Adjustment is calculated and added along with the disposal fee increase to determine the new rates.

Schedule 3. - This shows the new "Schedule A" rates effective March 1, 2018. They are shown both with and without the 8.5% Fircrest Utility Tax and the 3.6% Washington State Refuse Collection Tax.

**4. Recycling Commodity Surcharge Request** – Though not addressed in our current contract, we have always relied on the revenue from the sale of the commodities collected in our recycling programs to help offset cost of operations. Average annual revenues from such sales 2005 to 2017 were \$26,421 per year. This past year **WE HAD TO PAY \$32,307** to take it to the recycling facility. That is an annual reversal of \$58,728 off of our average. This is a global market phenomenon that has not occurred ever since we began offering recycling in 1988. We delayed asking for help, thinking that it would turn around. As of this date, there is no sign that it will. We are asking for a 2.57% surcharge to be placed on all base rates for 12 months beginning March 1, 2019. This will recover over the next year only the amount that we had to pay to the recycling facility over the past year, or \$32,307. The cost to customers for the most popular residential garbage service, a 64 gallon cart picked up every-other week, would be \$0.81 per month. As a comparison, Washington Utilities and Transportation Commission gave approval to Murrey's Disposal, Inc. and LeMay, Inc. to charge customers an additional \$3.46 and \$2.56 per month, respectively.

**Rate Sample** (Taxes not included)

Garbage Service Level	Pickup Frequency	Current Rate 3-1-18	Proposed Rate 3-1-19	Adjustment Amount	Adjustment Percent	Recycling Commodity Surcharge 2.74%
12 gal garbage Toter	1 X per week	\$16.95	\$17.49	\$0.54	3.19%	\$0.50
24 gal garbage Toter	Every-other wk	\$15.76	\$16.26	\$0.50	3.17%	\$0.45
24 gal garbage Toter	1 X per week	\$24.78	\$25.61	\$0.83	3.35%	\$0.70
64 gal garbage Toter	Every-other wk	\$28.56	\$29.48	\$0.92	3.22%	\$0.81
1 Yard Container	1 X per week	\$100.91	\$104.63	\$3.72	3.69%	\$2.87
6 Yard Container	1 X per week	\$470.95	\$489.18	\$18.23	3.87%	\$13.40

Please contact us with any questions you may have regarding this. Thank you.

Sincerely,  
Neil Holden, Vice President  
Westside Disposal Services, Inc.



# AWC Center for Quality Communities

1076 Franklin St SE  
Olympia, WA 98501  
360.753.4137  
800.562.8981

November 20, 2018

Mayor Hunter George  
City of Fircrest  
115 Ramsdell Street  
Fircrest, WA 98466

CITY OF FIRCREST

NOV 29 2018

RECEIVED

Dear Mayor George,

The AWC Center for Quality Communities (CQC) is pleased to announce the recruitment of young leaders from your community for the 2019 Quality Communities Scholarship program. In 2018, the Center awarded six scholarships to outstanding young leaders. I hope your city will participate in this program by nominating a student to compete for a scholarship to be awarded next spring.

The AWC Center for Quality Communities is a 501(c)(3) organization, sponsored by the Association of Washington Cities, to promote civic engagement and provide the public a better understanding of the role cities and towns play in Washington. In 2019, we are pleased to be able to offer six \$1,000 Quality Communities Scholarships to outstanding high school seniors. The funds were raised during AWC's 2018 Annual Conference in Yakima when city officials, just like you, pledged to invest in young leaders—the future of our communities.

Your city or town can be an integral part of the Center's scholarship program by selecting and nominating one young leader who plans to attend college or a trade school in fall 2019. How you decide to recruit applicants is completely up to you. You can look community wide, concentrate on city hall volunteers, or partner with your community high school.

**The deadline for nominating your local student is March 8, 2019.**

I've enclosed information about the AWC Center for Quality Communities and the scholarship fund, and you can find the application form and outreach suggestions at [www.cfqc.org/scholarships/](http://www.cfqc.org/scholarships/). I look forward to seeing your application form. If you have any questions, please contact Karen Tanner (karent@awcnet.org) at (360) 753-4137.

Sincerely,

Peter B. King  
AWC Chief Executive Officer

c: City Clerk



[www.cfqc.org](http://www.cfqc.org)





## AWC Center for Quality Communities Scholarship

### Background

AWC Center for Quality Communities promotes municipal leadership development and civic engagement. Our goal is to help residents understand the important role their cities and towns play in Washington. The Center is a 501(c)(3) organization.

We believe in helping to ensure the success of student leaders who care about their communities. The Center for Quality Communities Scholarship supports senior high school students who are actively engaged with their community and/or city government and want to pursue post-secondary education.

The scholarship fund is supported by people who are passionate about cultivating Washington's future local leaders.

### Scholarships

Six \$1,000 scholarships will be awarded to high school students who plan to pursue a post-secondary degree in fall 2019. Scholarship funds will be sent directly to the institution. Funds can be used for education expenses and will be deposited directly into a student account.

### Student eligibility

Students interested in competing for the Center for Quality Communities scholarship fund must be:

- Involved (or have been involved) with a city government or with a community/school leadership activity;
- Eligible to graduate from high school, complete home school or receive a GED in spring/summer 2019;
- A Washington state resident; and
- Plan to continue education in the 2019-2020 academic year at an accredited college, community college or trade school on a half-time or more basis.

### Timeframe

Washington's 281 cities and towns begin recruiting scholarship applicants in fall 2018. Each participating city must forward the completed application form of one nominee to the AWC Center for Quality Communities by **March 8, 2019**. Scholarship winners will be notified in May 2019.

### City instructions & selection process

One nominee per city/town will be considered for the Center for Quality Communities scholarship fund.

Cities are asked to:

- Decide how you want to choose one local nominee (competitive process open to the community, competitive process open to active city volunteers, recruit through local schools, etc.). You may limit applicants to city residents.
- Publicize the scholarship.
- Collect locally completed application forms.
- Write a letter of support for your nominee.
- Submit one application form and letter of support to:

**Center for Quality Communities  
Scholarship  
1076 Franklin St SE  
Olympia, WA 98501-1346**

**Deadline for city nominee to be forwarded to AWC Center for Quality Communities is March 8, 2019.**

For more information, check the Center for Quality Communities website at **cfqc.org**.