

**FIRCREST CITY COUNCIL
REGULAR MEETING AGENDA**

**TUESDAY, NOVEMBER 26, 2019
7:00 P.M.**

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

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. PRESIDING OFFICER'S REPORT**
 - A. Pool and Community Center Project
 - B. [ARC Architects Presentation: Design Development Review/Preview Remaining Work](#)
- 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, Courts
 - D. Street, Water, Sewer, and Storm Drain
 - E. Other Liaison Reports
- 7. CONSENT CALENDAR**
 - A. Approval of [vouchers](#)/payroll checks
 - B. Approval of minutes: [November 12, 2019 Regular Meeting](#)
 - C. Registering no objections to the: [Rollin 253 liquor license renewal](#)
[Spring Lake Café liquor license renewal](#)
- 8. PUBLIC HEARING 7:15 P.M.**
- 9. UNFINISHED BUSINESS**
- 10. NEW BUSINESS**
 - A. [Ordinance: 2019 Budget Amendment – 1st Reading](#)
 - B. [Ordinance: Adoption of Preliminary 2020 Budget as Adjusted](#)
 - C. [Ordinance: Maintaining Ordinance No. 1644 Moratorium](#)
 - D. [Ordinance: 2019 Comprehensive Plan Amendments](#)
 - E. [Resolution: Columbia Bank Time and Temperature Sign Sponsorship Agreement](#)
 - F. [Resolution: Summit Law Contract Amendment](#)
 - G. [Resolution: LEED Commissioning Services Agreement](#)
 - H. [Resolution: Tacoma Hearing Examiner for Dog Hearings Contract Amendment](#)
 - I. [Resolution: KPG, P.S. Contract Amendment](#)
 - J. [Resolution: Apex Engineering Contract Amendment](#)
 - K. [Resolution: Steilacoom Holiday Sleigh Contract](#)
 - L. [Resolution: Washington Traffic Safety Commission Interagency Agreement](#)
- 11. CITY MANAGER COMMENTS**
 - A. Holiday Closures
 - B. DSHS Letter
- 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

TONIGHT'S AGENDA

1 - COMMUNITY CENTER OVERVIEW

2 - BUILDING DESIGN

3 - LEED / MEP DESIGN

4 - SITE DESIGN

5 - NEXT STEPS



PROJECT OVERVIEW - COMMUNITY CENTER

PHASE 2

- 14,500 sf community center with full size HS gymnasium (6,900 sf) for basketball, volleyball, pickleball with side courts and bleacher seating, scoreboard, daylight.
- Multipurpose Room (1,470 sf) for up to 75 people
- Small multipurpose room (700 SF)
- Youth room (350 sf)
- Art/ gathering space (600 sf) open to lobby for meetings, socializing, cards, art projects, etc.



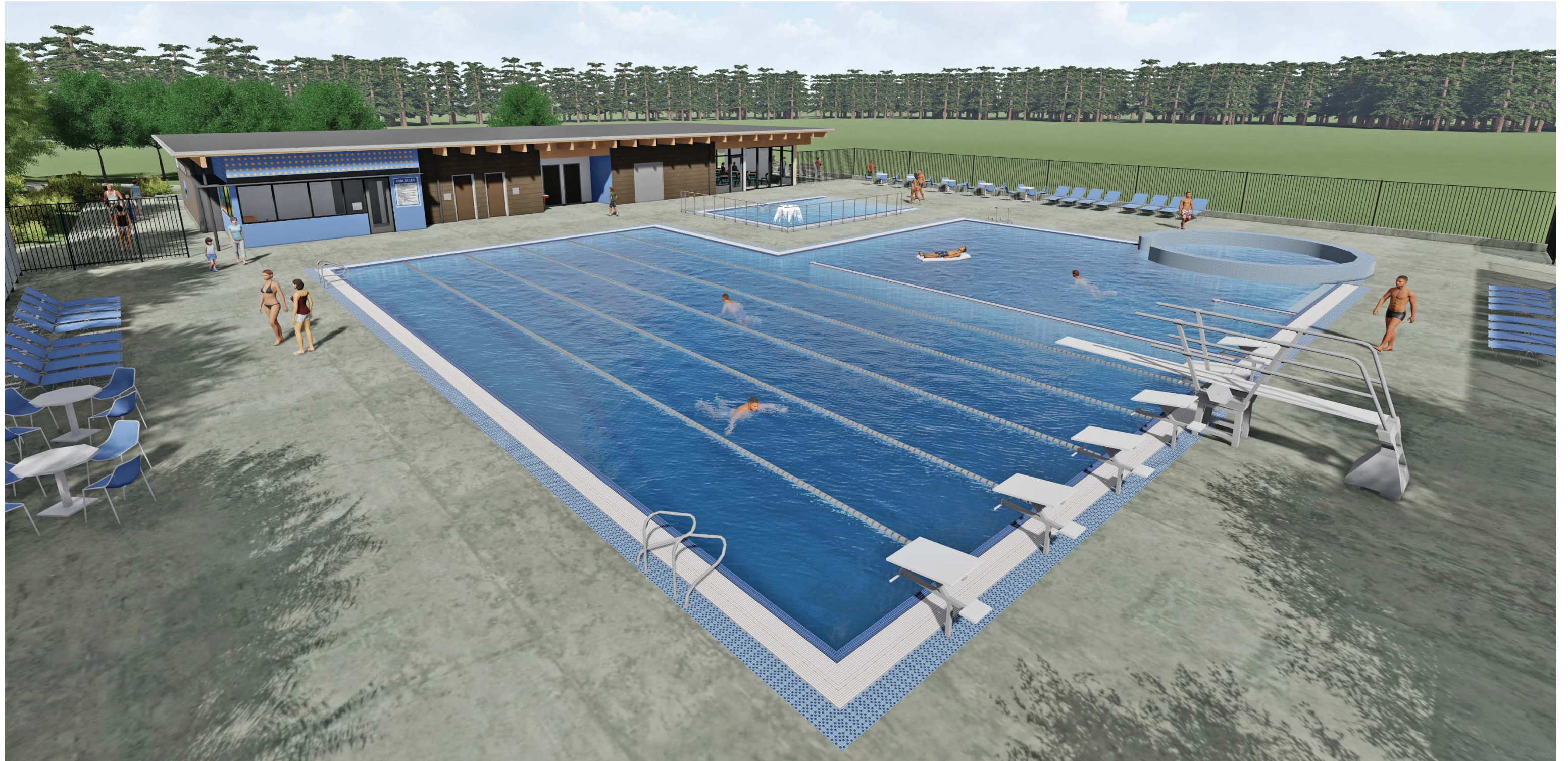
SITE MASTER PLAN



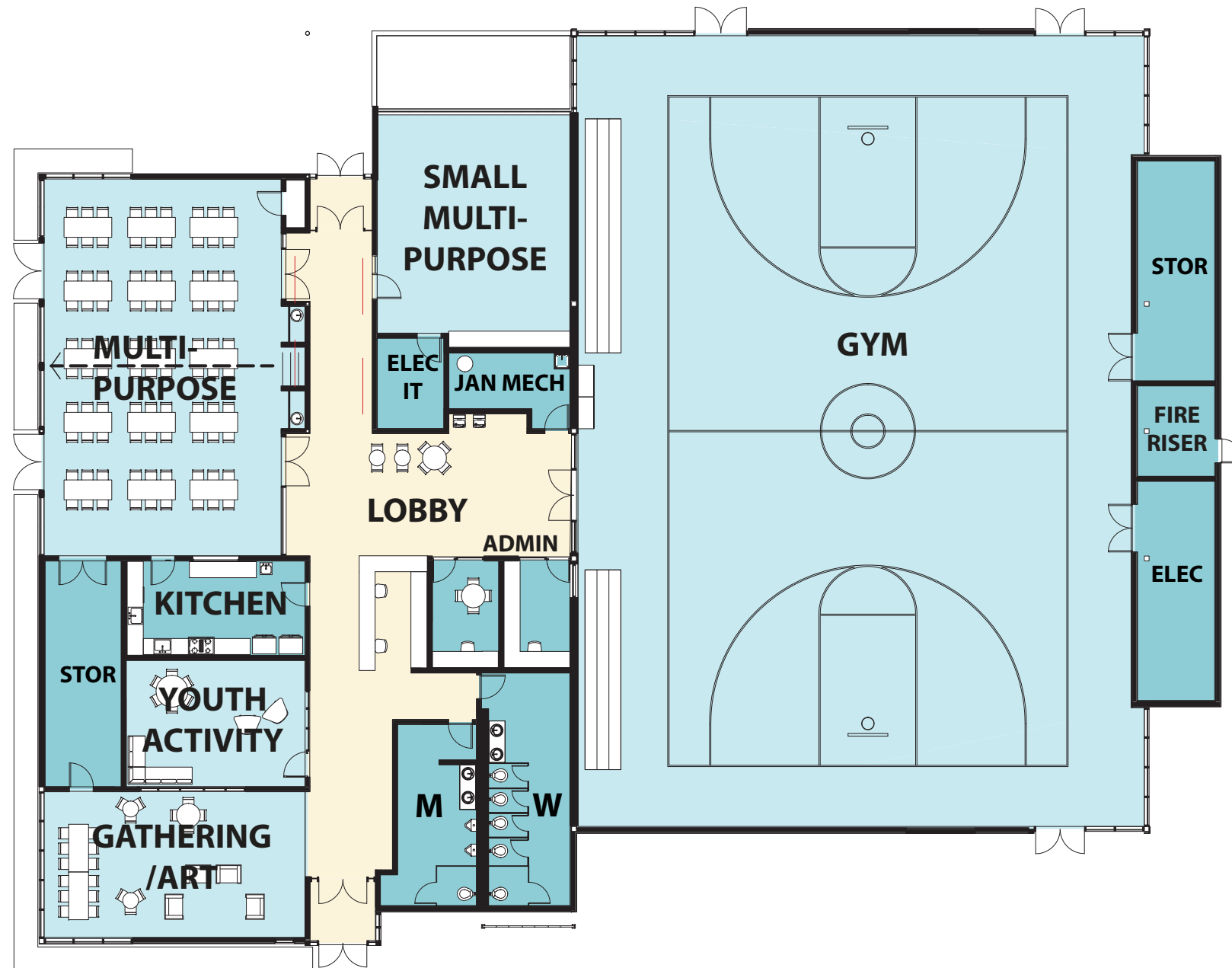
SITE PLAN



POOL - UNDER CONSTRUCTION

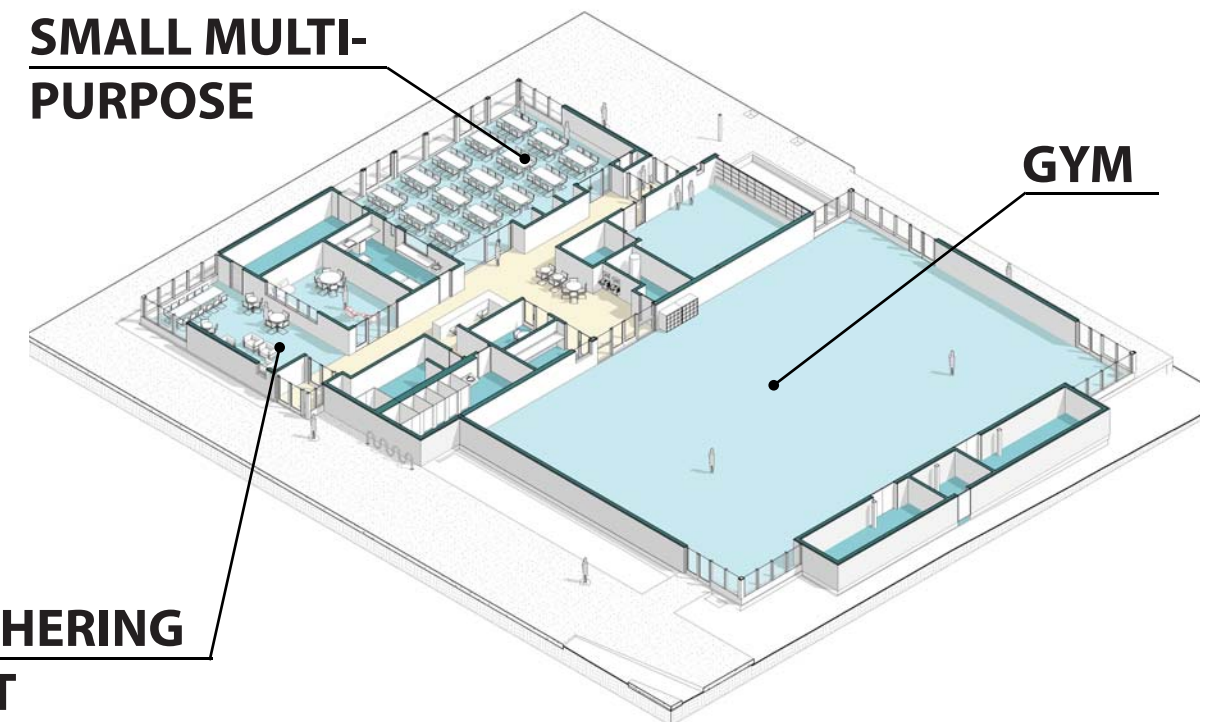


COMMUNITY CENTER PLAN



TO BE DESIGNED/ REFINED:

- LOBBY & RECEPTION DESIGN
- KITCHEN DESIGN
- ANNOUNCEMENT & DISPLAYS
- SIGNAGE & FURNITURE
- FINISHES
- ADDITIONAL STORAGE
- MECHANICAL DESIGN / LEED



COMMUNITY CENTER - WEST ENTRY



COMMUNITY CENTER - EAST ENTRY FROM PARK



MULTIPURPOSE ROOM - VIEW TO PARK



GYMNASIUM - VIEW TO SOUTH



VIEW FROM THE PARK



LEED & SUSTAINABLE DESIGN LEED Silver required



Project: Lynnwood Neighborhood Center
Date: 1/28/19

LEEDv4 New Construction

Yes				Likely				Unlikely				No				Certified 40-49 points				Silver 50-59 points				Gold 60-79 points				Platinum 80 points and above				design \ construction			
37		18		24		31		Total Project Score								Possible Points								110											
Yes		Likely		Unlikely		No																													
1								Integrative Process								Possible Points								1											
		1						d Credit 1 Integrative Process																1											
Yes		Likely		Unlikely		No																													
7		1		3				Location and Transportation								Possible Points								16											
						16		d Credit 1 LEED ND Location																16											
1								d Credit 2 Sensitive Land Protection																1											
				2				d Credit 3 High Priority Site																2											
2						3		d Credit 4 Surrounding Density and Diverse Uses																5											
2				1		2		d Credit 5 Access to Quality Transit																5											
1								d Credit 6 Bicycle Facilities																1											
1								d Credit 7 Reduced Parking Footprint																1											
		1						d Credit 8 Green Vehicles																1											
Yes		Likely		Unlikely		No																													
2		2		3		3		Sustainable Sites								Possible Points								10											
Y								C Prereq. 1 Construction Activity Pollution Prevention																required											
1								d Credit 1 Site Assessment																1											
				2				d Credit 2 Site Development: Protect or Restore Habitat																2											
				1				d Credit 3 Open Space																1											
						3		d Credit 4 Rainwater Management																3											
		2						d Credit 5 Heat Island Reduction																2											
1								d Credit 6 Light Pollution Reduction																1											
Yes		Likely		Unlikely		No																													
3		2		2		4		Water Efficiency								Possible Points								11											
Y								d Prereq. 1 Outdoor Water Use Reduction																required											
Y								d Prereq. 2 Indoor Water Use Reduction																required											
Y								d Prereq. 3 Building-Level Water Metering																required											
1						1		d Credit 1 Outdoor Water Use Reduction																2											
2		1				3		d Credit 2 Indoor Water Use Reduction																6											
				2				d Credit 3 Cooling Tower Water Use																2											
		1						d Credit 4 Water Metering																1											
Yes		Likely		Unlikely		No																													
9		6		6		12		Energy & Atmosphere								Possible Points								33											
Y								C Prereq. 1 Fundamental Building Commissioning and Verification																required											
Y								d Prereq. 2 Minimum Energy Performance																required											
Y								d Prereq. 3 Building-Level Energy Metering																required											
Y								d Prereq. 4 Fundamental Refrigerant Management																required											
3		3						C Credit 1 Enhanced Commissioning																6											
6		2				10		d Credit 2 Optimize Energy Performance																18											
				1				d Credit 3 Advanced Energy Metering																1											
						2		C Credit 4 Demand Response																2											
		1		2				d Credit 5 Renewable Energy Production																3											
				1				d Credit 6 Enhanced Refrigeration Management																1											
				2				C Credit 7 Green Power and Carbon Offsets																2											
Yes		Likely		Unlikely		No																													
4		4		5				Materials & Resources								Possible Points								13											
Y								d Prereq. 1 Storage & Collection of Recyclables																required											
Y								C Prereq. 2 Construction and Demolition Waste Management Planning																required											
				3		2		d Credit 1 Building Life-Cycle Impact Reduction																5											
1						1		C Credit 2 Environmental Product Declarations																2											
				1		1		C Credit 3 Sourcing of Raw Materials																2											
1						1		C Credit 4 Material Ingredients																2											
2								C Credit 5 Construction Waste Management: Divert 50% (75%)																2											
Yes		Likely		Unlikely		No																													
7		9		4		1		Indoor Environmental Quality								Possible Points								16											
Y								d Prereq. 1 Minimum IAQ Performance																required											
Y								d Prereq. 2 Environmental Tobacco Smoke (ETS) Control																required											
1		1						d Credit 1 Enhanced Indoor Air Quality Strategies																2											
1		1		1				C Credit 2 Low-Emitting Materials																3											
1		1						C Credit 3 Construction IAQ Management Plan																1											
1		1		1				C Credit 4 Indoor Air Quality Assessment																2											
						1		d Credit 5 Thermal Comfort																1											
1		1		1				d Credit 6 Interior Lighting																2											
2		2		1				d Credit 7 Daylight																3											
		1						d Credit 8 Quality Views																1											
		1						d Credit 9 Acoustic Performance																1											
Yes		Likely		Unlikely		No																													
4		2						Innovation in Design								Possible Points								6											
1								d Credit 1 Innovation in Design: Green Building Education																1											
1								d Credit 2 Innovation in Design: LEED O&M Starter Kit																1											
1								d Credit 3 Innovation in Design: TBD Pilot Credit																1											
		1						d Credit 4 Innovation in Design: TBD Innovation Credit																1											
		1						d Credit 5 Innovation in Design: TBD Exem Perf																1											
1								C Credit 6 LEED™ Accredited Professional																1											
Yes		Likely		Unlikely		No																													
1		1		3				Regional Priority Credits								Possible Points								4											
1								RPC 1 BPDO-Environmental Product Declarations																1											
						1		RPC 2 Indoor Water Use Reduction																1											
						1		RPC 3 Demand Response																1											
				1		1		RPC 4 Renewable Energy Production																1											
						1		RPC 5 Rainwater Management																1											
				1				RPC 6 BPDO-Sourcing of Raw Materials																1											

SOLAR PANELS



Prepared by O'Brien and Company



CITY COUNCIL - NOVEMBER 26, 2019 COMMUNITY CENTER & POOL DESIGN

SITE PLAN

TO BE DESIGNED/ REFINED:

GENERATOR LOCATION

PAVERS

PATHS

LIGHTING

SEATING

FENCING



NEXT STEPS

Dates	
December 2019	Community Center Design start-up
December 2019	LEED & MEP design
Dec. – Jan 2020	Site Design & Finishes
January 2020	City Council/Steering Committee Meeting
February 2020	Public Meeting & City Council
March 2020	Cost Estimate
March 2020	City Council/Steering Committee Meeting
March – July 2020	Building Permits
April – June 2020	Construction Documents
June - July 2019	Bidding
August 2020	Contracts
September 2020	Construction Starts

ACCOUNTS PAYABLE

City Of Fircrest
MCAG #: 0583

As Of: 11/26/2019

Time: 10:39:09 Date: 11/22/2019
Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo	
20699	11/15/2019	11/26/2019	4298	AWC Employee Benefit	694.00	December 2019 Retired Medical
	521 22 20 01	LEOFF I Medical Premium	001 000 521	General Fund	694.00	12/2019 Retired Medical
20723	11/15/2019	11/26/2019	7418	Alarm Center Inc	135.07	Replaced Alarm System Battery - Public Works
	518 30 48 03	Rep & Maint - PW	001 000 518	General Fund	135.07	Replaced Alarm System Battery - PW
20707	11/15/2019	11/26/2019	5781	Batteries Plus Bulbs	19.78	Flashlight Battery
	534 50 31 01	Oper Supplies - Water Main	425 000 534	Water Fund (de	19.78	Flashlight Battery
20695	11/07/2019	11/26/2019	8728	Burnett, Kenneth	93.36	01-00180.1 - 169 HARVARD AVE
	343 10 00 00	Storm Drain Fees & Charges	415 000 340	Storm Drain	-20.79	
	343 40 00 00	Sale Of Water	425 000 340	Water Fund (de	-22.30	
	343 50 00 00	Sewer Revenues	430 000 340	Sewer Fund (de	-50.27	
20706	11/15/2019	11/26/2019	3572	CED	636.65	Lighting For Regents / Alameda Island
	542 80 31 04	Beautification-Supplies	101 000 542	City Street Fun	636.65	Lighting For Regents / Alameda Island
20698	11/15/2019	11/26/2019	3994	CenturyLink	1,351.59	Telecommunications November 2019
	518 10 42 00	Communication - Non Dep	001 000 518	General Fund	68.13	CH Prim 911 11/2019
	518 10 42 00	Communication - Non Dep	001 000 518	General Fund	68.13	CH Message 11/2019
	518 10 42 00	Communication - Non Dep	001 000 518	General Fund	68.14	CH Alarm 11/2019
	518 10 42 00	Communication - Non Dep	001 000 518	General Fund	448.79	Circuit Line / PRI Line 11/2019
	518 10 42 00	Communication - Non Dep	001 000 518	General Fund	144.89	DID 11/2019
	521 22 42 00	Communication - Police	001 000 521	General Fund	141.04	Police BA Machine / Modem 11/2019
	531 50 42 00	Communication - Storm	415 000 531	Storm Drain	34.07	PW Alarm & Prim 911 11/2019
	531 50 42 00	Communication - Storm	415 000 531	Storm Drain	17.03	PW Fax 11/2019
	534 10 42 00	Communication - Water	425 000 534	Water Fund (de	34.07	PW Alarm & Prim 911 11/2019
	534 10 42 00	Communication - Water	425 000 534	Water Fund (de	33.49	PW DSL / Telemetry 11/2019
	534 10 42 00	Communication - Water	425 000 534	Water Fund (de	17.04	PW Fax 11/2019
	535 10 42 01	Communication - Sewer	430 000 535	Sewer Fund (de	34.07	PW Alarm & Prim 911 11/2019
	535 10 42 01	Communication - Sewer	430 000 535	Sewer Fund (de	33.50	PW DSL / Telemetry 11/2019
	535 10 42 01	Communication - Sewer	430 000 535	Sewer Fund (de	17.04	PW Fax 11/2019
	542 30 42 00	Communication - Street	101 000 542	City Street Fun	34.07	PW Alarm & Prim 911 11/2019
	542 30 42 00	Communication - Street	101 000 542	City Street Fun	17.04	PW Fax 11/2019
	576 80 42 00	Communication - Parks	001 000 576	General Fund	68.14	REC Alarm 11/2019
	576 80 42 00	Communication - Parks	001 000 576	General Fund	72.91	Parks Prim 911 11/2019
20752	11/18/2019	11/26/2019	331	Cheesman, John G	516.59	Travel And Meals For 2019 IACP Conference
	521 22 43 00	Travel - Police	001 000 521	General Fund	516.59	Travel And Meals For 2019 IACP Conference - J. Cheesman

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20775	11/20/2019	11/26/2019	4315	Cities Insurance Assoc of WA	157,685.33 Insurance (12/1/2019 To 12/1/2020)
518 30 46 00	Insurance		001 000 518 General Fund	132,928.19	Insurance (12/1/2019 To 12/1/2020)
548 65 46 05	Non-Dept Insurance		501 000 548 Equipment Ren	453.93	Insurance (12/1/2019 To 12/1/2020)
548 65 46 06	Facilities Insurance		501 000 548 Equipment Ren	1,189.39	Insurance (12/1/2019 To 12/1/2020)
548 65 46 08	Police Insurance		501 000 548 Equipment Ren	10,215.13	Insurance (12/1/2019 To 12/1/2020)
548 65 46 11	Parks/Rec Insurance		501 000 548 Equipment Ren	2,106.95	Insurance (12/1/2019 To 12/1/2020)
548 65 46 12	Street Insurance		501 000 548 Equipment Ren	3,838.43	Insurance (12/1/2019 To 12/1/2020)
548 65 46 13	Storm Insurance		501 000 548 Equipment Ren	2,755.30	Insurance (12/1/2019 To 12/1/2020)
548 65 46 14	Wtr/Swr Insurance		501 000 548 Equipment Ren	4,198.01	Insurance (12/1/2019 To 12/1/2020)
20711	11/15/2019	11/26/2019	4324	City Treasurer-City of Tacoma	55,403.25 Fire / EMS December 2019
522 20 40 00	Tacoma Contract - Fire		001 000 522 General Fund	27,884.67	Fire 12/2019
522 20 41 00	Tacoma Contract - EMS		001 000 522 General Fund	27,518.58	EMS 12/2019
20757	11/18/2019	11/26/2019	8812	Combined Construction, Inc.	24,178.00 P#53 Whittier Park Tennis Court Resurfacing
594 76 63 03	Other Improvements		301 000 594 Park Bond Capi	24,178.00	P#53 Whittier Park Tennis Court Resurfacing
20737	11/15/2019	11/26/2019	3565	Comfort Davies & Smith	11,602.50 October 2019
515 41 41 01	City Attorney		001 000 515 General Fund	1,785.00	10/2019
515 41 41 03	City Prosecutor		001 000 515 General Fund	5,845.00	Fircrest 10/2019
515 41 41 03	City Prosecutor		001 000 515 General Fund	3,290.00	Ruston 10/2019
515 41 41 03	City Prosecutor		001 000 515 General Fund	682.50	McVeigh Appeal 10/2019
20721	11/15/2019	11/26/2019	7918	Contreras, Alejandra	140.00 Spanish Interpreting (2 Hrs)
512 50 41 03	Prof Srvs - Interpreter		001 000 512 General Fund	140.00	Spanish Interpreting (2 Hrs) 9Z0853475
20700	11/15/2019	11/26/2019	3573	Copiers Northwest Inc	35.46 Copier Usage October 2019 - Police
521 22 45 00	Oper Rentals - Copier - Pol		001 000 521 General Fund	35.46	Copier Usage 10/2019 - Police
20725	11/15/2019	11/26/2019	7227	Correct Equipment Inc	1,088.01 Replacement AMI Meter
534 50 31 01	Oper Supplies - Water Mai		425 000 534 Water Fund (de	1,088.01	Replacement AMI Meter
20740	11/15/2019	11/26/2019	15	Crippen, Kathy	67.00 Library Reimbursement 1 Year
572 21 49 00	Library Services		001 000 572 General Fund	67.00	Library Reimbursement 1 Year
20717	11/15/2019	11/26/2019	4310	Dept Of Revenue-EXCISE TAX	14,775.05 October 2019 Excise Taxes
513 10 31 00	Office & Oper Sup - Admin		001 000 513 General Fund	6.95	10/2019 Excise Taxes
521 22 31 00	Office & Oper Sup - Police		001 000 521 General Fund	24.26	10/2019 Excise Taxes
531 50 44 00	Excise Tax - Storm		415 000 531 Storm Drain	1,254.15	10/2019 Excise Taxes
534 10 44 00	Excise Tax - Water		425 000 534 Water Fund (de	4.68	10/2019 Excise Taxes

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534 10 44 00	Excise Tax - Water		425 000 534 Water Fund (de	9,242.00	10/2019 Excise Taxes
535 10 44 00	Excise Tax - Sewer		430 000 535 Sewer Fund (de	4,222.27	10/2019 Excise Taxes
571 20 43 00	Excise Tax - Participation I		001 000 571 General Fund	20.74	10/2019 Excise Taxes
20772	11/20/2019	11/26/2019	8610 F & L Building Maintenance, LLC	3,200.00	November 2019 Janitorial Services
518 30 41 01	Contract Maintenance		001 000 518 General Fund	3,200.00	
20759	11/18/2019	11/26/2019	6243 Gillis, Troy	63.55	05-03090.3 - 1200 WEST MOUNT DR
343 10 00 00	Storm Drain Fees & Charge		415 000 340 Storm Drain	-21.17	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-21.71	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-20.67	
20750	11/18/2019	11/26/2019	6774 Greenleaf Landscaping 1 Inc	1,978.20	Replaced 4 Dead Trees On Regents
542 80 48 00	Street Tree Maintenance (c		101 000 542 City Street Fun	1,978.20	Replaced 4 Dead Trees On Regents
20756	11/18/2019	11/26/2019	3672 Guardian Security Inc	241.67	Repair Electronic Door Handle - City Hall
518 30 48 02	Rep & Maint - City Hall		001 000 518 General Fund	241.67	Repair Electronic Door Handle - City Hall
20751	11/18/2019	11/26/2019	8810 Hardy, Alison	67.00	Library Reimbursement 1 Year
572 21 49 00	Library Services		001 000 572 General Fund	67.00	Library Reimbursement 1 Year
20736	11/15/2019	11/26/2019	8808 Hillside Gardens	87.92	Hogfuel For Whittier Park (5 Yards)
576 80 31 02	Oper Supplies - Parks		001 000 576 General Fund	87.92	Hogfuel For Whittier Park (5 Yards)
20764	11/19/2019	11/26/2019	3690 Holroyd Co Inc	121.57	Concrete Dump Fees - Farrallone Ave Storm Project
594 31 63 00	Storm Improvements-Storm		416 000 594 Storm Improve	121.57	Concrete Dump Fees - Farrallone Ave Storm Project
20747	11/18/2019	11/26/2019	3692 Home Depot Credit Services	72.17	Lighting For Regents / Alameda Island, Space Heater For Admin Office
513 10 35 00	Small Tools & Equip - Adr		001 000 513 General Fund	33.04	Space Heater For Admin Office
542 80 31 04	Beautification-Supplies		101 000 542 City Street Fun	39.13	Lighting For Regents / Alameda Island
20718	11/15/2019	11/26/2019	4131 Humane Society - Tacoma	597.92	November 2019 Boarding Contract
554 30 41 00	Animal Control		001 000 554 General Fund	597.92	11/2019 Boarding Contract
20742	11/15/2019	11/26/2019	7524 Hunt, David	33.50	Library Reimbursement 1/2 Year
572 21 49 00	Library Services		001 000 572 General Fund	33.50	Library Reimbursement 1/2 Year
20720	11/15/2019	11/26/2019	3751 KPG, PS	8,597.00	P#57 Alameda Grind & Overlay Prof. Eng. Services Thorough 10/25/19

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	595 10 63 06	Project Eng - Alameda Reg	101 000 594 City Street Fun	8,597.00	P#57 Alameda Grind & Overlay Prof. Eng. Services Through 10/25/19	
20710	11/15/2019	11/26/2019	8773	Kassel & Associates, Inc.	460,526.55	P#60 Pool And Bathhouse Progress Through 10/31/19, Reimbursed 1st Payment Retainage
	594 76 63 03	Other Improvements	301 000 594 Park Bond Capi	432,401.55	P#60 Pool And Bathhouse Progress Thru 10/31/19	
	594 76 63 03	Other Improvements	301 000 594 Park Bond Capi	28,125.00	Reimbursed 1st Payment Retainage	
20734	11/15/2019	11/26/2019	8807	Kuehnle, John	100.00	Refund Rental Deposit Kuehnle 10/23/19
	586 00 00 00	Deposit Refunds	001 000 580 General Fund	100.00	Refund Rental Deposit Kuehnle 10/23/19	
20739	11/15/2019	11/26/2019	6939	Leavitt Group NW	7,250.00	Insurance Broker Fee (2019/2020 Policy)
	518 30 46 00	Insurance	001 000 518 General Fund	7,250.00	Insurance Broker Fee (2019/2020 Policy)	
20738	11/15/2019	11/26/2019	3776	Lemay Mobile Shredding	32.20	Shredding October 2019 - Public Works
	531 50 49 00	Miscellaneous - Storm	415 000 531 Storm Drain	10.73	Shredding 10/2019 - PW	
	534 10 49 00	Miscellaneous - Water	425 000 534 Water Fund (de	10.73	Shredding 10/2019 - PW	
	535 10 49 00	Miscellaneous - Sewer	430 000 535 Sewer Fund (de	10.74	Shredding 10/2019 - PW	
20746	11/18/2019	11/26/2019	3791	Lowe's Company-#338954	32.39	PVC Tools
	518 30 35 00	Small Tools & Equip-Fac	001 000 518 General Fund	32.39	PVC Tools	
20716	11/15/2019	11/26/2019	8584	Malagon, Ixtlaccihuatl	140.00	Spanish Interpreting (2 Hrs)
	512 50 41 03	Prof Srvs - Interpreter	001 000 512 General Fund	140.00	Spanish Interpreting (2 Hrs) 8Z1083803	
20719	11/15/2019	11/26/2019	7635	Nappi, Jessica	25.00	Gym Fees Reimbursement (Nov)
	513 10 20 00	Personnel Benefits	001 000 513 General Fund	16.75	Gym Fees Reimbursement (Nov) - J. Nappi	
	518 11 20 00	Personnel Benefits - Person	001 000 518 General Fund	8.25	Gym Fees Reimbursement (Nov) - J. Nappi	
20771	11/19/2019	11/26/2019	2484	Nicholson, Scott	73.57	05-01930.1 - 1016 CORONA DR
	343 10 00 00	Storm Drain Fees & Charge	415 000 340 Storm Drain	-26.51		
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (de	-23.66		
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	-23.40		
20758	11/18/2019	11/26/2019	8306	O'Malley, Savannah	79.28	07-00323.9 - 209 ASPEN ST
	343 10 00 00	Storm Drain Fees & Charge	415 000 340 Storm Drain	-17.66		
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (de	-18.93		
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	-42.69		
20728	11/15/2019	11/26/2019	3923	Orca Pacific Inc	410.75	Chlorine For Wells (115 Gallons)

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534 80 31 03	Oper Supplies - Chlorine	425 000 534	Water Fund (de	410.75	Chlorine For Wells (115 Gallons)
20713	11/15/2019	11/26/2019	3957	7,823.00	2019 Primary Election Costs
514 40 41 01	Special Elections & Voter I	001 000 511	General Fund	7,823.00	2019 Primary Election Costs
20715	11/15/2019	11/26/2019	3957	405.54	October 2019 Printing Services
512 50 31 00	Office & Oper Sup-Court	001 000 512	General Fund	405.54	Window Envelopes
20731	11/15/2019	11/26/2019	3957	473.55	3rd Quarter 2019 Liquor Tax
566 66 49 00	Substance Abuse Fee	001 000 566	General Fund	473.55	3rd Qtr 2019 Liquor Tax
Total PC Budget & Finance				8,702.09	
20724	11/15/2019	11/26/2019	3961	218.81	October 2019 Dump Fees - Street Sweeping
531 50 47 01	Dumping Fees - Storm	415 000 531	Storm Drain	218.81	October 2019 Dump Fees - Street Sweeping
20753	11/18/2019	11/26/2019	3955	261.87	Gas / Fuel November 2019
548 65 31 13	Storm Gas	501 000 548	Equipment Ren	261.87	Storm 11/2019
20733	11/15/2019	11/26/2019	8396	170.81	Tagro For Thelma Gilmur Park
576 80 31 02	Oper Supplies - Parks	001 000 576	General Fund	170.81	Tagro For Thelma Gilmur Park
20712	11/15/2019	11/26/2019	8123	153.92	Spanish Interpreting (2 Hrs)
512 50 41 03	Prof Srvs - Interpreter	001 000 512	General Fund	153.92	Spanish Interpreting (2 Hrs) 9Z0760505, 9Z0568284
20714	11/15/2019	11/26/2019	337	10.00	Lunch For BAC Re-Certification Class 10/8/19
521 22 43 00	Travel - Police	001 000 521	General Fund	10.00	Lunch For BAC Re-Certification Class 10/8/19 - C. Roberts
20726	11/15/2019	11/26/2019	6088	192.33	Pest Control - Public Works November 2019
531 50 48 00	Rep & Maint - Storm	415 000 531	Storm Drain	48.08	Pest Control - PW 11/2019
534 50 48 01	Rep & Maint - Water Main	425 000 534	Water Fund (de	48.08	Pest Control - PW 11/2019
535 50 48 00	Rep & Maint - Sewer Main	430 000 535	Sewer Fund (de	48.09	Pest Control - PW 11/2019
542 30 48 01	Rep & Maint - Street Maint	101 000 542	City Street Fun	48.08	Pest Control - PW 11/2019
20727	11/15/2019	11/26/2019	6088	109.90	Pest Control - Rec Center November 2019
518 30 48 01	Rep & Maint - Rec Bldg	001 000 518	General Fund	109.90	Pest Control - REC 11/2019
Total Sentinel Pest Control Inc				302.23	

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20755	11/18/2019	11/26/2019	8811	Sitts & Hill Engineers, Inc.	1,056.00	Survey Monument Replacement Prof. Services Through 9/30/19
	542 30 41 00 Prof Svcs - Street		101 000 542 City Street Fun	1,056.00	Survey Monument Replacement Prof. Services Through 9/30/19	
20765	11/19/2019	11/26/2019	8811	Sitts & Hill Engineers, Inc.	732.00	Survey Monument Replacement Prof. Services Through 10/31/19
	542 30 41 00 Prof Svcs - Street		101 000 542 City Street Fun	732.00	Survey Monument Replacement Prof. Services Through 10/31/19	
Total Sitts & Hill Engineers, Inc.				1,788.00		
20732	11/15/2019	11/26/2019	4065	Smith, Alling, P.S.	150.00	Judge Pro Tempore 11/13/19 (3 Hrs)
	512 50 41 02 Prof Svcs - Pro Temp Judge		001 000 512 General Fund	150.00	Judge Pro Tempore 11/13/19 (3 Hrs)	
20729	11/15/2019	11/26/2019	4084	Staples Business Advantage	114.96	Court Supplies
	512 50 31 00 Office & Oper Sup-Court		001 000 512 General Fund	114.96	Court Supplies	
20763	11/19/2019	11/26/2019	4084	Staples Business Advantage	283.61	Central And Rec Supplies
	518 10 34 01 Central Office Supplies		001 000 518 General Fund	208.41	Central Supplies	
	571 10 31 00 Office Supplies - Rec		001 000 571 General Fund	75.20	Rec Supplies	
Total Staples Business Advantage				398.57		
20761	11/18/2019	11/26/2019	4088	State Auditor's Office	3,191.38	2018 Audit #56133 (October 2019 - 29.6 Hrs)
	518 10 41 01 Biennial Audit - Non Dept		001 000 518 General Fund	3,191.38	2018 Audit #56133 (October 2019 - 29.6 Hrs)	
20749	11/18/2019	11/26/2019	4092	Stellar Industrial Supply, Inc.	117.31	Safety Equipment For Wells
	534 80 35 00 Small Tools & Equip - Wat		425 000 534 Water Fund (de	117.31	Safety Equipment For Wells	
20744	11/15/2019	11/26/2019	2060	Stenseng, Bjorn	33.50	Library Reimbursement 1/2 Year
	572 21 49 00 Library Services		001 000 572 General Fund	33.50	Library Reimbursement 1/2 Year	
20745	11/15/2019	11/26/2019	8809	Sumner Dani, Candace	67.00	Library Reimbursement 1 Year
	572 21 49 00 Library Services		001 000 572 General Fund	67.00	Library Reimbursement 1 Year	
20702	11/15/2019	11/26/2019	4328	Systems for Public Safety Inc	268.64	#52951D (2011) Replaced Window Regulator
	548 65 48 08 O & M - Police		501 000 548 Equipment Ren	268.64	#52951D (2011) Replaced Window Regulator	

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20703	11/15/2019	11/26/2019	4328		
			Systems for Public Safety Inc	608.15	#60943D LOF, Replaced Battery And Spare Tire
	548 65 48 08	O & M - Police	501 000 548 Equipment Ren	608.15	#60943D LOF, Replaced Battery And Spare Tire
20704	11/15/2019	11/26/2019	4328		
			Systems for Public Safety Inc	347.67	#52952D LOF, Replaced Air Filter, Installed Charge Guard
	548 65 48 08	O & M - Police	501 000 548 Equipment Ren	347.67	#52952D LOF, Replaced Air Filter, Installed Charge Guard
20705	11/15/2019	11/26/2019	4328		
			Systems for Public Safety Inc	88.13	#68055D LOF
	548 65 48 08	O & M - Police	501 000 548 Equipment Ren	88.13	#68055D LOF
Total Systems for Public Safety Inc				1,312.59	
20773	11/20/2019	11/26/2019	5059		
			T & T Tire Factory	47.53	#62853D LOF And Tire Rotation
	548 65 48 05	O & M - Non-Dept.	501 000 548 Equipment Ren	47.53	#62853D LOF And Tire Rotation
20709	11/15/2019	11/26/2019	4120		
			Tacoma Daily Index	345.47	October 2019 Publications
	511 60 41 01	Advertising - Legislative	001 000 511 General Fund	281.88	Notice Of Ord. Passed 1642 - 1647
	548 65 48 04	O & M - Finance	501 000 548 Equipment Ren	63.59	RFP Municipal Software
20730	11/15/2019	11/26/2019	4135		
			Tacoma Screw Products Inc	145.63	Safety Equipment For Well Sites
	534 80 35 00	Small Tools & Equip - Wat	425 000 534 Water Fund (de	145.63	Safety Equipment For Well Sites
20722	11/15/2019	11/26/2019	6749		
			Tri-Tec Communications Inc	91.22	Replacement (Refurbished) Phone
	548 65 48 08	O & M - Police	501 000 548 Equipment Ren	91.22	Replacement (Refurbished) Phone
20743	11/15/2019	11/26/2019	4161		
			Turco, Barbara J	67.00	Library Reimbursement 1 Year
	572 21 49 00	Library Services	001 000 572 General Fund	67.00	Library Reimbursement 1 Year
20754	11/18/2019	11/26/2019	5934		
			US Bank, City Hall Account	636.78	City Hall Charges Through 11/15/19
	513 10 31 00	Office & Oper Sup - Admin	001 000 513 General Fund	59.90	Labor Law Posters
	514 23 35 00	Small Tools & Equip - Fin	001 000 514 General Fund	307.68	SAA# 1736 - 1739 Chairs For FD Office Table
	517 90 31 01	Health Program - Supplies	001 000 517 General Fund	66.29	Supplies For Halloween Bags
	517 90 31 01	Health Program - Supplies	001 000 517 General Fund	167.91	Yoga Class And Mat Rental For Employee Wellness
	524 20 49 01	Reg & Tuition - Building	001 000 524 General Fund	17.50	Planning Ethics Class - A. Stahlnecker
	558 60 49 01	Reg & Tuition - Planning	001 000 558 General Fund	17.50	Planning Ethics Class - A. Stahlnecker
20701	11/15/2019	11/26/2019	8484		
			US Bank, Recreation Dept Account	62.69	Rec Charges Through 11/8/19
	571 10 31 00	Office Supplies - Rec	001 000 571 General Fund	21.76	Event Thank You Cards

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573 90 49 01	Community Events		001 000 573 General Fund	40.93	Pumpkin Patch Candy, Website Graphics
20741	11/15/2019	11/26/2019	7588	33.50	Library Reimbursement 1/2 Year
572 21 49 00	Library Services		001 000 572 General Fund	33.50	Library Reimbursement 1/2 Year
20696	11/15/2019	11/26/2019	4188	1,027.72	November 2019 Shared Plan (25 Lines)
513 10 42 00	Communication - Admin		001 000 513 General Fund	47.84	City Manager 11/2019
518 30 42 00	Communication - Fac/Equi		001 000 518 General Fund	76.70	Maint. Supervisor & Custodian 11/2019
521 22 42 00	Communication - Police		001 000 521 General Fund	374.89	Chief, Air Card, 2 Sergeants & 5 Officers 11/2019
524 20 42 00	Communications- Bldg		001 000 524 General Fund	23.92	B / P Admin 11/2019
531 50 42 00	Communication - Storm		415 000 531 Storm Drain	93.72	PW Director, Crew & Air Card 11/2019
534 10 42 00	Communication - Water		425 000 534 Water Fund (de	93.72	PW Director, Crew & Air Card 11/2019
535 10 42 01	Communication - Sewer		430 000 535 Sewer Fund (de	93.72	PW Director, Crew & Air Card 11/2019
542 30 42 00	Communication - Street		101 000 542 City Street Fun	93.73	PW Director, Crew & Air Card 11/2019
558 60 42 00	Communications - Planning		001 000 558 General Fund	23.92	B / P Admin 11/2019
576 80 42 00	Communication - Parks		001 000 576 General Fund	105.56	Parks Director, Maint. Super & Comm. Events Spec 11/2019
20697	11/15/2019	11/26/2019	4188	487.97	November 2019 Police Air Cards (11) And 1 Officer
521 22 42 00	Communication - Police		001 000 521 General Fund	487.97	11/2019 Police Air Cards (11) & 1 Officer
Total Verizon Wireless LLC				1,515.69	
20766	11/19/2019	11/26/2019	6270	2,475.00	Work For ATS Switch - PW Generator
594 48 64 12	Street - ERR Capital		501 000 548 Equipment Ren	618.75	Work For ATS Switch - PW Generator
594 48 64 13	Storm - ERR Capital		501 000 548 Equipment Ren	618.75	Work For ATS Switch - PW Generator
594 48 64 14	Water/Sewer - ERR Capita		501 000 548 Equipment Ren	1,237.50	Work For ATS Switch - PW Generator
20760	11/18/2019	11/26/2019	5699	298.79	07-00064.2 - 102 BIRCH ST
343 10 00 00	Storm Drain Fees & Charge		415 000 340 Storm Drain	-76.38	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-80.70	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-141.71	
20694	11/07/2019	11/26/2019	8663	26.35	03-01710.9 - 553 BERKELEY AVE
343 10 00 00	Storm Drain Fees & Charge		415 000 340 Storm Drain	-5.87	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-6.29	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-14.19	
20708	11/15/2019	11/26/2019	4273	661.16	Street Name (4) And Yield (8) Signs
542 30 31 02	Oper Supplies - Street Reg		101 000 542 City Street Fun	661.16	Street Name (4) And Yield (8) Signs

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20735	11/15/2019	11/26/2019	4273	Zumar Industries Inc	145.75 P#57 Alameda Grind & Overlay "No Crossing" Signs
595	32	63	01 Street Improvements	101 000 542 City Street Fun	145.75 P#57 Alameda Grind & Overlay "No Crossing"
20748	11/18/2019	11/26/2019	4273	Zumar Industries Inc	114.30 P#57 Alameda Grind & Overlay Posts For "No Crossing" Signs
595	32	63	01 Street Improvements	101 000 542 City Street Fun	114.30 P#57 Alameda Grind & Overlay Posts For "No Crossing" Signs
Total Zumar Industries Inc				921.21	
20762	11/19/2019	11/26/2019	1524	Zumwalt, Lillian	30.66 02-02310.1 - 512 DARTMOUTH ST
343	10	00	00 Storm Drain Fees & Charge	415 000 340 Storm Drain	-14.35
343	40	00	00 Sale Of Water	425 000 340 Water Fund (de	-14.67
343	50	00	00 Sewer Revenues	430 000 340 Sewer Fund (de	-1.64

Report Total: 775,727.48

Fund

001 General Fund	229,672.44
101 City Street Fund	14,153.11
301 Park Bond Capital Fund	484,704.55
415 Storm Drain	1,859.32
416 Storm Improvement Fund	121.57
425 Water Fund (department)	11,453.55
430 Sewer Fund (department)	4,754.00
501 Equipment Rental Fund	29,008.94

This report has been reviewed by:

REMARKS:

Signature & Title

Date

CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

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

PRESIDING OFFICER’S REPORT

Tacoma Fire Department Operations Bureau Deputy Chief Mitchell briefed the Council on the recent fire at the Wellington Apartments, reporting on the response efforts, damage, investigation, property loss, and resident displacement.

A. Pool and Community Center Project

Parks and Recreation Director Grover reported on the pool and bathhouse project update, commenting on the construction schedule and progress to date. City Manager Pingel reported on the bond proceeds, stating the deposit was on schedule.

PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA

George invited public comment; none were provided.

COMMITTEE, COMMISSION, AND LIAISON REPORTS

A. Administration

Reynolds had no report to provide.

B. Environment, Planning and Building

Wittner reported on the condominium progress and commented on a commercial owner’s concerns regarding the sign regulations.

C. Finance, IT, Facilities

Viafore commented on staff’s work on the budget and priority spending of bond proceeds.

D. Other Liaison Reports

There were none.

CONSENT CALENDAR

George requested the City Manager read the Consent Calendar as follows: approval of Voucher No. 213879 through Voucher Check No. 213964 in the amount of \$137,452.13; approval of Payroll Check No. 13751 through Payroll Check No. 13754 in the amount of \$102,631.46; approval of Payroll Check No. 13755 through Payroll Check No. 13758 in the amount of \$8,558.58; approval of Payroll Check No. 13759 through Payroll Check No. 13763 in the amount of \$87,314.22; approval of Payroll Check No. 13764 through Payroll Check No. 13769 in the amount of \$104,218.08; approval of the October 21, 2019 Study Session minutes; approval of the October 22, 2019 Regular Meeting minutes; setting Budget special meetings for September 28, October 5, October 12, October 26, and November 2, 2020 at 6:00 P.M.; setting a public hearing to receive comments on 2021 Revenue Sources on October 13, 2020 at 7:15 P.M. or soon thereafter; setting a public hearing to receive comments on 2021 Budget on October 13, 2020 at 7:15 P.M. or soon thereafter; setting a public hearing to receive comments on 2021 Budget on October 27, 2020 at 7:15 P.M. or soon thereafter; and setting study sessions for January 21, February 18, March 16, April 20, May 18, June 15, July 20, August 17, September 21, October 19, November 16, and

December 21, 2020 at 6:00 P.M. **Wittner MOVED to approve the Consent Calendar as read; seconded by Reynolds. The Motion Carried (7-0).**

Reynolds departed at 7:16 P.M. and returned at 7:17 P.M.

PUBLIC HEARING

A. 2019 Comprehensive Plan Amendments

At 7:16 P.M., George opened the public hearing. Planning and Building Administrator Stahlnecker briefed the Council on the 2019 Comprehensive Plan Amendments, stating the public hearing was to receive comments on the proposal to amend the City's Comprehensive Plan to identify the 19th and Mildred Countywide Center and updating the six-year Capital Facilities Improvements Plan. George invited councilmember comments; Viafore expressed caution and requested clarification on the implications of becoming a countywide center. Stahlnecker commented it would not impact the City's autonomy, opened up grant opportunities, and encouraged complementary planning efforts with adjacent jurisdictions. George invited public testimony; none were provided. At 7:24 P.M., George closed the public hearing.

B. Ordinance No. 1644 Relating to the Six-Month Moratorium

At 7:24 P.M., George opened the public hearing. Stahlnecker briefed the Council on the Ordinance No. 1644 Relating to the Six-Month Moratorium, stating the public hearing was to receive comments on the on the six-month moratorium that prohibited the submission or acceptance of any development applications for new development, additions, and alterations in the property comprised identified on Exhibit "A" of the adopted ordinance. Stahlnecker commented on the proposed work plan and stated that an extension of 3-5 months may be needed due to schedule requirements. George invited councilmember comments; Viafore inquired if the property owners were notified. Stahlnecker indicated no, but stated that some were aware of the moratorium and that notices would be issued in early 2020 for the charettes. George invited public testimony; none were provided. At 7:31 P.M., George closed the public hearing.

UNFINISHED BUSINESS

A. 2020 Regular Tax Levy

Corcoran briefed the Council on the proposed resolution to establish no increase in the amount and percentage increase of the 2020 regular property tax levy over the 2019 regular property tax levy. **Nixon MOVED to adopt Resolution No. 1614, establishing no increase in the amount and percentage increase of the 2020 regular property tax levy over the 2019 regular property tax levy; seconded by Surina.** George invited councilmember comment; George thanked Viafore for bringing up the banking levy capacity for consideration. George invited public comment; Brian Rybolt, 1036 Daniels Drive, thanked the Council for their efforts. **The Motion Carried (7-0).**

B. 2020 EMS Tax Levy

Corcoran briefed the Council on the proposed resolution to establish the amount and percentage increase of the 2020 EMS Property Tax Levy over the 2019 EMS Property Tax Levy. **Waltier MOVED to adopt Resolution No. 1615, establishing the amount and percentage increase of the 2020 EMS property tax levy over the 2019 EMS property tax levy; seconded by Surina.** George invited councilmember comment; none were provided. George invited public comment; none were provided. **The Motion Carried (7-0).**

C. 2020 Ad Valorem Tax Levy

Corcoran briefed the Council on the proposed ordinance that would allow the City to levy the necessary amount to fund 2020 City operations. **Nixon MOVED to adopt Ordinance No. 1648, fixing the amount of the annual Ad Valorem tax levy necessary for the fiscal year 2020 and repealing Section 1 and 2 of Ordinance No. 1623; seconded by Wittner.** George invited councilmember comment; Surina inquired on the levy rate. Corcoran indicated that as the assessed value increased, the rate would go down as revenue could only grow by 1% per year. Pingel indicated that once the EMS levy was renewed, the rate would reset to fifty cents per thousand of assessed value. Viafore inquired if management would consider a permanent EMS levy; Pingel indicated staff could look into it. George invited public comment; none were provided. **The Motion Carried (7-0).**

D. 2020 Regular Property Tax and Regular EMS Levy Certification Forms

Corcoran briefed the Council on the proposed the 2019 levy certification forms for Regular Property levy and Regular EMS levy and called attention to the Excess Property Levy amount to be levied for the payment to the bond. **Surina MOVED to authorize the City Manager sign the 2020 Regular Property Tax and EMS Levy Certification forms; seconded by Wittner.** George invited councilmember comment; none were provided. George invited public comment; none were provided. **The Motion Carried (7-0).**

NEW BUSINESS**A. ARC Contract Amendment – Community Center**

Pingel briefed the Council on the proposed amendment of the agreement with ARC Architects to provide professional services to the City of Fircrest to continue and complete the design and construction of the Fircrest Pool and Community Center project, stating the proposed combined fees for the Community Center construction documents through project close-out totaled \$720,889. **Nixon MOVED to adopt Resolution No. 1616, authorizing the City Manager to execute Amendment #2 of the professional services agreement with ARC Architects to continue and complete the design and construction of the Fircrest Pool and Community Center project; seconded by Reynolds.** George invited councilmember comment; Viafore expressed concern regarding the utilization of the City Council and Steering Committee, and food consulting services. Pingel indicated the scope would be updated to include two City Council meetings and one public meeting and the price would not be impacted. George recommended inviting the Steering Committee to the City Council meetings to maintain citizen involvement. George invited public comment; none were provided. **The Motion Carried (7-0).**

B. Geotechnical Services Change Order

Pingel briefed the Council on the proposed contract change order for additional geotechnical services needed for the Pool and Bathhouse project, stating the additional work and cost estimate still fell within the architect's estimate for the work. **Surina MOVED to adopt Resolution No. 1617, authorizing the City Manager to execute a contract change order for additional geotechnical services for the Fircrest Pool and Bathhouse project with GeoEngineers, Inc.; seconded by Wittner.** George invited councilmember comment; none were provided. George invited public comment; none were provided. **The Motion Carried (7-0).**

C. Art Donation Agreement

Pingel briefed the Council on the proposed agreement to accept two sculptures from Marilyn Kokich. **Nixon MOVED to adopt Resolution No. 1618, authorizing the City Manager to**

execute an agreement with the Kokich family to accept two bronze sculptures and adhere to the conditions of the art donation; seconded by Surina. George invited councilmember comment; Surina extended his appreciation for the donation and requested assurance that the infrastructure could support the sculptures. Waltier commented on the Kokich bronze sculpture installed at the Chambers Bay Park. There was a brief discussion on George invited public comment; none were provided. **The Motion Carried (7-0).**

D. December 24, 2019 Regular Meeting Date/Time Change

Pingel briefed the Council on the proposed resolution to change the date and time of the December 24, 2019 7:00 P.M. regular Council meeting to December 30, 2019 at 4:00 P.M. **Wittner MOVED to adopt Resolution No. 1619, changing the date of the December 24, 2019 regular meeting to December 30, 2019 and the time of the said meeting from 7:00 P.M. to 4:00 P.M.; seconded by Surina.** George invited councilmember comment; Viafore requested clarification on the Council Rules. City Attorney Smith indicated that the Council Rules permitted a regular meeting to be moved. Reynolds indicated there would be a chance she would be absent or bring a special guest to the meeting. George invited public comment; none were provided. **The Motion Carried (7-0).**

E. Landscaping Maintenance Services Contract Amendment

Corcoran briefed the Council on amendment to the landscape maintenance contract with Greenleaf Landscape, Inc., stating the amendment would extend the term through December 31, 2020 and increase the amount of the contract to \$47,241 plus tax. **Wittner MOVED to adopt Resolution No. 1620, authorizing the City Manager to amend the landscape maintenance contract with Greenleaf Landscaping, Inc. to provide landscape maintenance services for the City of Fircrest through December 31, 2020; seconded by Nixon.** George invited councilmember comment; Viafore complemented staff on the administration of the contract and commented on his appreciation of the landscaping services. George invited public comment; none were provided. **The Motion Carried (7-0).**

CITY MANAGER COMMENTS

Pingel indicated the November 18, 2019 study session would include a presentation from the Tacoma School District on the proposed bond measure, which would include the replacement of Whittier Elementary School. Pingel indicated the November 26, 2019 regular meeting would a presentation from ARC Architects on the design development review for the Community Center. Pingel indicated the Steering Committee would be invited to attend the regular meeting for the presentation. Pingel reported staff obtained an evaluation from another company to assess the City's information technology services, stating the City now had two proposals and that an RFP for IT Services would be issued. After a brief discussion on budget impacts, Pingel indicated that the Information Services budget would not be impacted and the ERR would be initially, and that the operation budget would not be negatively impacted. Pingel indicated staff would provide more information. Pingel indicated he had not received any proposals from Westside Disposal to address their request to be compensated for the recycling commodity surcharge. Pingel reported that Westside Disposal indicated Reynold's recommendation to increase recycling options to residents would be a viable option, and Pingel requested Council feedback. After a brief discussion, there was a general consensus for Pingel to move forward with Westside Disposal to negotiating a contract amendment.

DEPARTMENT HEAD COMMENTS

- Public Works Director Wakefield provided an update on the Tree City application, stating it was an award that the City would need to apply for annually. Wakefield indicated the City met three of the four standards, and that the City would need to hold an Arbor Day celebration and approve a proclamation. After a brief discussion on timeline, there was a general consensus for staff to hold a celebration and bring a proclamation for Council approval in 2020 for a 2021 award application.
- Police Chief Cheesman reported on the November 14, 2019 workshop on earthquake hazards and risks to residents in Western Washington cohosted by the City with Washington Emergency Management.

COUNCILMEMBER COMMENTS

- Viafore commented on his concerns regarding the 2020 Budget, and requested an update on staff's efforts regarding the nuisance parking at Wainwright Intermediate School and enforcement of no parking/no standing signage. Cheesman indicated staff was monitoring the situation during peak times at the school and looking into options.
- Reynolds commented on a 2016 conference she attended and mascots.
- Waltier thanked the audience for their attendance and congratulated councilmember-elect Joe Barrentine.
- Waltier commented on the length of a vehicle permitted in the angle-in parking on Electron Way. Pingel indicated staff would research options, including making certain parking compact size and installing signage.
- Surina commented on Crime Stoppers track records and on the ordinance that made the Kwanzan cherry tree the official tree of Fircrest.
- Nixon thanked the audience for their attendance.
- George indicated he received a preview by Tacoma School District (TPS) on their proposed bond measure, and stated that he requested TPS present detailed information to the City Council at their November 26, 2019 presentation. George requested staff take efforts to promote and increase public outreach regarding the TPS November 26, 2019 presentation.

EXECUTIVE SESSION

None scheduled.

ADJOURNMENT

Reynolds MOVED to adjourn the meeting at 8:36 P.M., seconded by Waltier. The Motion Carried (7-0).

Hunter T. George, Mayor

Jessica Nappi, City Clerk



LIQUOR LICENSE RENEWAL

Applicant Information

Licensee Name: Roller Skate Northwest, LLC
Establishment Name: Rollin 253
Address: 2101 Mildred St W
License Number: 423763
Expiration Date: 1/31/2020

Department Comments

Finance

No concerns per Finance

Planning and Building

No objections.

Police

We have had no concerns with the selling of alcohol at this establishment.

Colleen Corcoran

Director Signature

Angelie Stahlwecker

Director Signature

John Cheesman

Director Signature

11/7/2019

Date

October 31, 2019

Date

10/31/2019

Date

CITY OF FIRCREST

OCT 11 2019

RECEIVED

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 10/06/2019

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF FIRCREST
(BY ZIP CODE) FOR EXPIRATION DATE OF 20200131

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. ROLLER SKATE NORTHWEST, LLC	ROLLIN 253 2101 MILDRED ST W FIRCREST WA 98466 6135	423763	SNACK BAR



**Washington State
Liquor and Cannabis Board**

PO Box 43098

, Olympia WA 98504-3098, (360) 664-1600
www.lcq.wa.gov Fax #: (360) 753-2710

CITY OF FIRCREST

OCT 11 2019

RECEIVED

October 06, 2019

Dear Local Authority:

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

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

1) Objection to License Renewal

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

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

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

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

2) Status of License While Objection Pending

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

3) Procedure Following Licensing Division Receipt of Objection

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

4) Procedure if Board Does Not Renew License

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

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

CITY OF FIRCREST

OCT 11 2019

RECEIVED

5) Procedure if Board Renews License Over Your Objection

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

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

Sincerely,

Rebecca Smith

Rebecca Smith, Director,
Licensing and Regulation Division

LIQ 864 07/10



LIQUOR LICENSE RENEWAL

Applicant Information

Licensee Name: Regents Café LLC
Establishment Name: Spring Lake Cafe
Address: 616 Regents Boulevard
License Number: 421622
Expiration Date: 2/29/2020

Department Comments

Finance

No concerns per Finance

Planning and Building

No objections.

Police

We have had no issues with the service of alcohol at this establishment.

Colleen Corcoran

Director Signature

Angelie Stahlwecker

Director Signature

John Cheesman

Director Signature

11/15/2019

Date

November 15, 2019

Date

11/18/2019

Date

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 11/06/2019

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF FIRCREST
(BY ZIP CODE) FOR EXPIRATION DATE OF 20200229

CITY OF FIRCREST

NOV 12 2019

RECEIVED

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. REGENTS CAFE LLC	SPRING LAKE CAFE 616 REGENTS BLVD FIRCREST WA 98466 7043	421622	BEER/WINE REST - BEER/WINE



**Washington State
Liquor and Cannabis Board**

PO Box 43098, Olympia WA 98504-3098, (360) 664-1600
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CITY OF FIRCREST

NOV 12 2019

RECEIVED

November 06, 2019

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CITY OF FIRCREST

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For questions about this process, contact the WSLCB Licensing Division at (360) 664-1600 or email us at ws1cb@liq.wa.gov.

Sincerely,

Rebecca Smith

Rebecca Smith, Director,
Licensing and Regulation Division

LIQ 864 07/10

NEW BUSINESS: 2019 Budget Amendment – 1st Reading
ITEM 10A.

FROM: Colleen Corcoran, Finance Director

RECOMMENDED MOTION: None. Introduction of proposed ordinance only.

PROPOSAL: This is a request for additional appropriations for anticipated revenues and expenditures not provided for in the Adopted 2019 Budget.

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

Fund	Account	Title	Increase/(Decrease)	
General	367.00.00.02	Parks Donations	10,660	(1)
	397.00.00.07	Transfer In from Park Bond Capital	1,215,500	(2)
	518.10.41.01	Biennial Audit – Non Dept	15,000	(3)
	518.10.49.00	Miscellaneous – Non Dept	8,000	(4)
	521.22.48.99	Interfund R & M – Police	12,000	(5)
	573.90.49.01	Community Events	12,000	(1,6)
	576.20.31.01	Pool Chemicals	5,400	(7)
	594.76.62.00	Building & Structures	639,000	(8)
	594.76.64.00	Machinery & Equipment	3,050	(9)
	508.10.00.02	EFB Des. Fund Bal/44th Alameda	575,575	(2)
	508.80.00.01	EFB Undes. Unres. Fund Balance	(43,865)	(10)
Park Bond Capital	391.10.03.01	Park Bond (Face Value)	8,750,000	(11)
	392.20.03.01	Premium on Bond	1,249,810	(11)
	592.75.83.01	Bond Issuance Cost	106,500	(11)
	594.76.63.03	Other Improvements	1,500,000	(12)
	597.10.00.15	Transfer Out to General Fund	1,215,500	(2)
	508.10.03.01	Ending Fund Balance	7,177,810	(13)
Water Capital	594.34.63.01	Other Improvements	55,500	(14)
	508.80.04.26	Ending Fund Balance-Water Capital	(55,500)	(15)
ERR	348.30.08.00	General Fund Transfer In O & M Police	12,000	(5)
	548.65.48.08	O & M Police	12,000	(5)

The City of Fircrest adopts an annual budget at the fund level. The above adjustments will result in an Amended 2019 Budget by fund as follows:

2019 REVENUES, EXPENDITURES & BALANCES BY FUND

<u>FUND</u>	<u>ORIGINAL</u>	<u>ADJUSTMENT #1</u>	<u>ADJUSTMENT #3</u>	<u>AMENDED</u>
General	8,848,759	521,163	1,226,160	10,596,082
Street	1,021,081	(321)		1,020,760
Park Bond Capital	0	0	9,999,810	9,999,810
Storm Drain	660,061	53,388		713,449
Storm Drain Capital	585,150	2,668		587,818
Water	1,365,992	23,629		1,389,621
Water Capital	485,675	19,946		505,621
Sewer	3,494,841	74,586		3,569,427
Sewer Capital	1,287,385	198,186		1,485,571
ERR	1,800,678	17,577	12,000	1,830,255
Police Investigation	12,248	5		12,253
REET	1,728,610	85,454		1,814,064
Cumulative Reserve	3,530,763			3,530,763
Total	24,821,243	996,281	11,237,970	37,055,494

ADVANTAGE: This proposal will provide the necessary budget for the following:

1. Additional donations received for Community Events
2. Reimbursement from bond proceeds \$575,575 to 44th/Alameda Fund Balance and \$639,925 to General Fund Undesignated Fund Balance
3. Budget needed for annual audit
4. Additional budget for online service charges
5. Budget needed for repairs to police vehicles
6. Additional budget for Community Events mostly offset by donations
7. Additional budget for pool chemicals
8. Additional budget for pool project reimbursed by bond proceeds
9. Rollover of retainage for park playground equipment reimbursed by bond proceeds
10. Net effect to Ending Fund Balance of above items
11. Recording of bond proceeds and issuance costs
12. Budget for pool project through year end
13. Net effect to Ending Fund Balance of items 2, 11 and 12.
14. Budget for emergency repairs to Well #9
15. Reduction in Ending Fund Balance-Water Capital for item #14

ATTACHMENT: [Draft Ordinance](#)

**CITY OF FIRCREST
ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY OF FIRCREST, WASHINGTON,
AUTHORIZING ADDITIONAL EXPENDITURES OF FUNDS FOR MATTERS
NOT FORESEEN AT THE TIME OF FILING THE ANNUAL BUDGET FOR 2019.**

WHEREAS, the City anticipates certain revenues and expenditures not foreseen at the time of filing the Annual Budget for 2019; and;

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

WHEREAS, it is necessary to amend the adopted 2019 budget to defray the anticipated expenditures. Now, Therefore,

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

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

Section 2. The anticipated revenues and expenditures will result in the 2019 Amended Budget by fund as follows:

2019 REVENUES, EXPENDITURES & BALANCES BY FUND

<u>FUND</u>	<u>ORIGINAL</u>	<u>ADJUSTMENT #1</u>	<u>ADJUSTMENT #3</u>	<u>AMENDED</u>
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Street	1,021,081	(321)		1,020,760
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Storm Drain Capital	585,150	2,668		587,818
Water	1,365,992	23,629		1,389,621
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Sewer	3,494,841	74,586		3,569,427
Sewer Capital	1,287,385	198,186		1,485,571
ERR	1,800,678	17,577	12,000	1,830,255
Police Investigation	12,248	5		12,253
REET	1,728,610	85,454		1,814,064
Cumulative Reserve	3,530,763			3,530,763
Total	24,821,243	996,281	11,237,970	37,055,494

PASSED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this 10th day of December, 2019.

APPROVED:

Hunter T. George, Mayor

ATTEST:

Jessica Nappi, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

DATE OF PUBLICATION:

EFFECTIVE DATE:

NEW BUSINESS: Adoption of Preliminary 2020 Budget as Adjusted
ITEM 10B.

FROM: Scott Pingel, City Manager

RECOMMENDED MOTION: I move to adopt Ordinance No. _____, adopting the annual budget of the City of Fircrest for the Fiscal Year 2020.

PROPOSAL: The Council is being asked to adopt an ordinance adopting the annual budget for fiscal year 2020.

FISCAL IMPACT: The total of the 2020 Budget, including estimated revenues, expenditures and fund balances, is \$37,736,916.

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

DISADVANTAGES: None identified.

ALTERNATIVES: None identified.

HISTORY: On September 24, 2019, the Preliminary Budget was presented to Council. Council budget work sessions were held on September 30, October 7, and October 14, 2019. A public hearing for revenue sources was held on October 8, 2019. Public hearings to receive comments on the 2020 Budget were held on October 8, and 22, 2019.

The following resolutions and ordinances related to the 2020 Budget were authorized and adopted on October 8, 2019:

- Municipal Court Judge, Chief Examiner, and Information Services Manager Rate of Pay

The following resolutions and ordinances related to the 2020 Budget were authorized and adopted on October 22, 2019:

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

The following resolutions and ordinances related to the 2020 Budget were authorized and adopted on November 12, 2019:

- 2020 Ad Valorem Tax Levy
- 2020 Regular Property Tax Levy
- 2020 EMS Tax Levy
- 2020 Regular Property Tax and Regular EMS Levy Certification Forms

ATTACHMENTS: [Ordinance](#)
[Final Adjustments to the Preliminary 2020 Budget Memo](#)

**CITY OF FIRCREST
ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIRCREST,
WASHINGTON, ADOPTING THE ANNUAL BUDGET OF THE CITY OF
FIRCREST FOR THE FISCAL YEAR 2020.**

WHEREAS, the preliminary Budget of the City of Fircrest for the year 2020 was timely submitted;
and

WHEREAS, Public Hearings on the proposed Budget were advertised and held on October 8, 2019
and October 22, 2019; and

WHEREAS, pursuant to said hearings and Council deliberations, certain changes were made in the
preliminary budget. Now, Therefore,

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

Section 1. That the budget document on file with the City Clerk entitled "City of Fircrest 2020 Annual
Budget" is hereby adopted by reference as though fully set forth.

Section 2. The 2020 Budget and totals of the estimated revenues, expenditures and fund balances
for each separate fund, and the aggregate totals are as follows:

FUND	REVENUE	EXPENDITURES
001 General	\$9,275,972	\$9,275,972
101 Street	2,109,372	2,109,372
105 Police Investigation	12,253	12,253
150 Cumulative Reserve	3,780,763	3,780,763
201 Park Bond Debt Service	1,191,440	1,191,440
301 Park Bond Capital	9,870,141	9,870,141
310 Real Estate Excise Tax	1,806,124	1,806,124
415 Storm Drain	698,699	698,699
416 Storm Capital	601,148	601,148
425 Water	1,455,688	1,455,688
426 Water Capital	285,621	285,621
430 Sewer	3,597,771	3,597,771
432 Sewer Capital	1,380,841	1,380,841
501 Equipment Replacement	<u>1,671,083</u>	<u>1,671,083</u>
TOTAL ALL FUNDS	37,736,916	37,736,916

Section 3. A complete copy of the final budget for 2020 as adopted, together with a copy of this
adopting ordinance shall be transmitted by the City Clerk to the Division of Municipal Corporations
of the Office of the State Auditor and to the Municipal Research Services Center (MRSC).

Section 4. This ordinance shall take effect five (5) days after its passage, approval and publication as
provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at
a regular meeting thereof this 26th day of November 2019.

APPROVED:

Hunter George, Mayor

ATTEST:

Jessica Nappi, City Clerk

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APPROVED AS TO FORM:

Michael B. Smith, City Attorney

DATE OF PUBLICATION:
EFFECTIVE DATE:

To: Mayor and Councilmembers
From: Colleen Corcoran, Finance Director
CC: Scott Pingel City Manager
Date: November 12, 2019
Re: 2020 Budget Changes from Preliminary-Final

FINAL ADJUSTMENTS TO THE 2020 PRELIMINARY BUDGET

Attached are spreadsheets showing how the 2020 Preliminary Budget has been adjusted. Following are the explanations for each change.

General Fund Adjustments

Revenue

Beginning Fund Balance 44th – decreased (\$87,134) refigured bond reimbursement
Beginning Fund Balance – added \$371,284 refigured with bond reimbursement
General Property Tax – decreased (\$12,062) banked 1% increase
EMS Property Tax – increased \$518 based on levy rate
Retail Sales & Use Tax – increased \$5,000 for new projection

Expenditures

Court – increased Salaries – provides for potential promotion to Lead Court Clerk. \$1,540
Court – decreased Personnel Benefits – changed for actual employee coverage (\$5,400)
Facilities – decreased Insurance – based on quote from insurance company (\$9,000)
Operating Transfer/Property Tax – decreased due to banked 1% (\$1,809)
Capital Recreation – increase due to formula error not listed on summary page but included in totals \$25,000
Undesignated Ending Fund Balance – increase due to net adjustments listed above \$354,409
Designated 44th/Alameda Fund Balance – decrease due to refiguring bond reimbursement (87,134)

Street Fund Adjustments

Revenue

Property Tax Transfer In – decrease due to banked 1% (\$1,810)

Expenditures

Undesignated Fund Balance – decrease due to net adjustments listed above (\$1,810)

Water Fund Adjustments

Revenues

Beginning Fund Balance – decrease to adjust for budget adjustment #1 (\$48,533)

Expenditures

Ending Fund Balance – decrease to adjust for budget adjustment #1 (\$48,533)

ERR Fund Adjustments

Revenues

Beginning Fund Balance – decrease to adjust for budget adjustment #1 (\$6,423)

Expenditures

Ending Fund Balance – decrease to adjust for budget adjustment #1 (\$6,423)

Police Investigation Fund Adjustments

Revenues

Beginning Fund Balance – increase to adjust for budget adjustment #1 \$5

Expenditures

Ending Fund Balance – increase to adjust for budget adjustment #1 (\$5)

REET Fund Adjustments

Revenues

Beginning Fund Balance 1st – increase to adjust for budget adjustment #1 \$39,941

Beginning Fund Balance 2nd – increase to adjust for budget adjustment #1 \$24,813

Expenditures

Transfer Out from REET 1st – decrease due to wrong amount in preliminary (\$10,000)

Ending Fund Balance 1st – increase to adjust for budget adjustment #1 \$49,941

Ending Fund Balance 2nd – increase to adjust for budget adjustment #1 \$24,813

General Fund
Final Adjustments to the 2020 Preliminary Budget

	2020 Preliminary	Adjustment	2020 Final
Designated/Light	575,058		575,058
Designated/44th & Alameda	665,575	(87,134)	578,441
Balance Pool/Rec Center Donations	0		0
Undes Beginning Fund Balance	<u>1,928,644</u>	<u>371,284</u>	<u>2,299,928</u>
Total Beginning Fund Balance	3,169,277	284,150	3,453,427
 Taxes	 3,418,497		
General Property Taxes		(12,062)	
EMS Property Taxes		518	
Retail Sales & Use Taxes		5,000	
Total Taxes			3,411,953
Licenses & Permits	539,900		539,900
Intergovernmental Revenues	236,700		236,700
Charges for Goods & Services	1,104,537		1,104,537
Fines & Forfeits	269,600		269,600
Miscellaneous	259,855		259,855
 Total Operating Revenue	 5,829,089	 (6,544)	 5,822,545
 TOTAL GENERAL FUND RESOURCES	 8,998,366	 277,606	 9,275,972
 Legislative	 97,240		 97,240
Judicial	401,955		
Salaries & Wages		1,540	
Personnel Benefits		(5,400)	
Total Judicial			398,095
Administration	302,460		302,460
Finance	347,096		347,096
Legal	229,100		229,100
Other Employee Benefits	1,500		1,500
Non-Departmental	124,190		124,190
Personnel	49,080		49,080
Facilities	484,255		
Insurance		(9,000)	
Total Facilities			475,255
Information Systems	66,370		66,370
Civil Service Commission	5,725		5,725
Police	1,665,382		1,665,382
Fire/EMS	676,141		676,141
Jail	30,500		30,500
Building Inspection	104,200		104,200
Emergency Management	14,485		14,485
Physical Environment	19,530		19,530
Planning	95,640		95,640
Health	2,152		2,152
Recreation	323,340		323,340

General Fund
Final Adjustments to the 2020 Preliminary Budget

	2020 Preliminary	<u>Adjustment</u>	2020 Final
Participant Recreation	37,500		37,500
Library	14,000		14,000
Community Events	26,400		26,400
Swimming Pool	171,280		171,280
Parks	271,623		271,623
 Total	 5,561,144	 (12,860)	 5,548,284
 Operating Transfer/Street Beautification	 10,000		 10,000
Operating Transfer/Property Tax	241,817	(1,809)	240,008
 Total Operating Cost	 5,812,961	 (14,669)	 5,798,292
Revenue over (Under) Operating Expenses	16,128	8,125	24,253
 Judicial	 35,000		 35,000
Facilities	31,000		31,000
Police	48,000		48,000
Recreation	0	25,000	25,000
Parks	63,700		63,700
 Total Capital	 177,700	 25,000	 202,700
 Transfer to Street Lt. Maint. From Desg Lt.	 69,665		 69,665
 Total Transfers Out	 69,665	 0	 69,665
 Undes Ending Fund Balance	 380,772	 354,409	 735,181
Reserved for Cash Flow	1,450,000		1,450,000
Designated/Light	505,393		505,393
Designated/44th & Alameda	601,875	(87,134)	514,741
Total Ending Fund Balance	2,938,040	267,275	3,205,315
 TOTAL GENERAL FUND BUDGET	 8,998,366	 277,606	 9,275,972

Street Fund
Final Adjustments to the 2020 Preliminary Budget

	2020 Preliminary	Adjustment	2020 Adjusted
Beginning Fund Balance	213,710		213,710
Total Beginning Fund Balance	213,710	0	213,710
Preliminary Operating Revenues	173,200		173,200
Preliminary Operating Transfers In	<u>311,482</u>	<u>(1,810)</u>	<u>309,672</u>
Total Operating Revenue	484,682	(1,810)	482,872
Total Transfer In for Capital from Light Money	10,000		10,000
Total Transfer In for Capital from REET 1	194,300		194,300
Total Transfer In for Capital from REET 2	0		0
Total Grant Revenue	<u>1,208,490</u>		<u>1,208,490</u>
Total Revenue for Capital	1,412,790	0	1,412,790
TOTAL STREET FUND RESOURCES	2,111,182	(1,810)	2,109,372
Street Maintenance	411,319		411,319
Street Light Maintenance	59,665		59,665
Street Beautification	<u>90,015</u>		<u>90,015</u>
Total Operating Cost	560,999	0	560,999
Revenue over (Under) Operating Expenses	(76,317)	(1,810)	(78,127)
Capital Expenditures	<u>1,412,770</u>		<u>1,412,770</u>
Excess revenue over (under) operating and Capital	(76,297)	(1,810)	(78,107)
Undesignated Ending Fund Balance	137,413	(1,810)	135,603
Total Ending Fund Balance	137,413	(1,810)	135,603
TOTAL STREET FUND BUDGET	2,111,182	(1,810)	2,109,372

PARK BOND DEBT SERVICE FUND
Final Adjustments to the 2020 Preliminary Budget

	<u>2020 Preliminary</u>	<u>Adjustment</u>	<u>2020 Adjusted</u>
Beginning Fund Balance	500,000		500,000
Capital Contributions	691,440		691,440
TOTAL PARK BOND DEBT FUND RESOURCES	1,191,440	0	1,191,440
Capital Expenses	590,500		
Benefits			
Total Expenditures	590,500	0	590,500
Excess over (under) including capital	100,940	0	100,940
Undesignated Ending Fund Balance	600,940	0	600,940
TOTAL PARK BOND DEBT FUND BUDGET	1,191,440	0	1,191,440

PARK BOND CAPITAL FUND
Final Adjustments to the 2020 Preliminary Budget

	<u>2020</u> <u>Preliminary</u>	<u>Adjustment</u>	<u>2020</u> <u>Adjusted</u>
Beginning Fund Balance	7,543,141		7,543,141
Grant Revenue	727,000		727,000
Investment Revenue	100,000		100,000
Donations	1,500,000		1,500,000
TOTAL PARK BOND CAPITAL FUND RESOURCES	9,870,141	0	9,870,141
Capital Expenses	7,500,000		
Total Expenditures	7,500,000	0	7,500,000
Excess over (under) including capital	(5,173,000)	0	(5,173,000)
Undesignated Ending Fund Balance	2,370,141	0	2,370,141
TOTAL PARK BOND CAPITAL FUND BUDGET	9,870,141	0	9,870,141

Storm Fund
Final Adjustments to the 2020 Preliminary Budget

	<u>2020</u> <u>Preliminary</u>	<u>Adjustment</u>	<u>2020</u> <u>Adjusted</u>
Beginning Fund Balance	168,199		168,199
Preliminary Operating Revenues	530,500		530,500
TOTAL STORM FUND RESOURCES	698,699	0	698,699
Preliminary Operating Expenses	493,156		
Total Operating Expenses		0	493,156
Excess of revenues over(under) operating expenses	37,344	0	37,344
Transfer to Storm Capital Fund	81,900		81,900
Revenue over (Under) Operating Expenses w/Xfer	(44,556)	0	(44,556)
Undesignated Ending Fund Balance	123,643	0	123,643
TOTAL STORM FUND BUDGET	698,699	0	698,699

STORM CAPITAL FUND
Final Adjustments to the 2020 Preliminary Budget

	<u>2020</u> <u>Preliminary</u>	<u>Adjustment</u>	<u>2020</u> <u>Adjusted</u>
Beginning Fund Balance	519,248		519,248
Capital Contributions	0		0
Transfer In	81,900		81,900
TOTAL STORM CAPITAL FUND RESOURCES	601,148	0	601,148
Capital Expenses	111,000		
Total Expenditures	111,000	0	111,000
Excess over (under) including capital	(29,100)	0	(29,100)
Undesignated Ending Fund Balance	490,148	0	490,148
TOTAL STORM CAPITAL FUND BUDGET	601,148	0	601,148

Water Fund
Final Adjustments to the 2020 Preliminary Budget

	<u>2020</u> <u>Preliminary</u>	<u>Adjustment</u>	<u>2020</u> <u>Adjusted</u>
Beginning Fund Balance	304,821	(48,533)	256,288
Preliminary Operating Revenues	1,199,400		1,199,400
TOTAL WATER FUND RESOURCES	1,504,221	(48,533)	1,455,688
Preliminary Operating Expenses	1,117,073		
Total Operating Expenses			1,117,073
Revenue over (Under) Operating Expenses	82,327	0	82,327
Transfer to Water Capital	108,160		108,160
Excess revenue over (under) including Xfer	(25,833)	0	(25,833)
Undesignated Ending Fund Balance	278,988	(48,533)	230,455
TOTAL WATER FUND BUDGET	1,504,221	(48,533)	1,455,688

WATER CAPITAL FUND
Final Adjustments to the 2020 Preliminary Budget

	2020 <u>Preliminary</u>	<u>Adjustment</u>	2020 <u>Adjusted</u>
Beginning Fund Balance	102,661		102,661
Capital Contributions	74,800		74,800
Transfer In	108,160		108,160
TOTAL WATER CAPITAL FUND RESOURCES	285,621	0	285,621
Capital Expenses	166,700		
Benefits			
Total Expenditures	166,700	0	166,700
Excess over (under) including capital	16,260	0	16,260
Undesignated Ending Fund Balance	118,921	0	118,921
TOTAL WATER CAPITAL FUND BUDGET	285,621	0	285,621

Sewer Fund
Final Adjustments to the 2020 Preliminary Budget

	<u>2020</u> <u>Preliminary</u>	<u>Adjustment</u>	<u>2020</u> <u>Adjusted</u>
Beginning Fund Balance	852,371		852,371
Preliminary Operating Revenues	2,745,400		2,745,400
TOTAL SEWER FUND RESOURCES	3,597,771	0	3,597,771
Preliminary Operating Expenses	2,278,985		
Total operating Expenses			2,278,985
Revenue over (Under) Operating Expenses	466,415	0	466,415
Debt Service	314,660		314,660
Transfer to Sewer Capital	230,000		230,000
Excess revenue over (under) with debt & xfer	(78,245)	0	(78,245)
Undesignated Ending Fund Balance	774,126	0	774,126
TOTAL SEWER FUND BUDGET	3,597,771	0	3,597,771

SEWER CAPITAL FUND
Final Adjustments to the 2020 Preliminary Budget

	<u>2020</u> <u>Preliminary</u>	<u>Adjustment</u>	<u>2020</u> <u>Adjusted</u>
Beginning Fund Balance	1,065,841		1,065,841
Capital Contributions	85,000		85,000
Transfer In	230,000		230,000
TOTAL SEWER CAPITAL FUND RESOURCES	1,380,841	0	1,380,841
Capital Expenses	374,785		
Total Expenditures	374,785	0	374,785
Excess over (under) including capital	(59,785)	0	(59,785)
Undesignated Ending Fund Balance	1,006,056	0	1,006,056
TOTAL SEWER CAPITAL FUND BUDGET	1,380,841	0	1,380,841

ERR Fund
Final Adjustments to the 2020 Preliminary Budget

	<u>2020 Preliminary</u>	<u>Adjustment</u>	<u>2020 Adjusted</u>
Beginning Fund Balance	1,273,075	(6,423)	1,266,652
Preliminary Operating Revenues	176,258		176,258
Total Transfer In for Capital Replacement	228,173		228,173
TOTAL ERR FUND RESOURCES	1,677,506	(6,423)	1,671,083
Preliminary Operating Expenses	158,641		158,641
Revenue over (Under) Operating Expenses	17,617	0	17,617
Capital Expenses	225,608		225,608
Excess over (under) including capital	20,182	0	20,182
Undesignated Ending Fund Balance	1,293,257	(6,423)	1,286,834
TOTAL ERR FUND BUDGET	1,677,506	(6,423)	1,671,083

REET Fund
Final Adjustments to the 2020 Preliminary Budget

		2020	Adjustment	2020
		<u>Preliminary</u>		<u>Adjusted</u>
Beginning Fund Balance 1st		382,284	39,941	422,225
Beginning Fund Balance 2nd		<u>1,103,586</u>	<u>24,813</u>	<u>1,128,399</u>
	TOTAL	1,485,870	64,754	1,550,624
Preliminary Operating Revenues 1st 1/4		123,500		123,500
Preliminary Operating Revenues 2nd 1/4		<u>132,000</u>		<u>132,000</u>
	TOTAL	255,500		255,500
TOTAL REET FUND RESOURCES		1,741,370	64,754	1,806,124
Preliminary Expenses				
Transfer Out from REET (1st 1/4)		204,300	(10,000)	194,300
Transfer Out from REET (2nd 1/4)		<u>0</u>		<u>0</u>
	TOTAL	204,300	(10,000)	194,300
Ending Fund Balance 1st		301,484	49,941	351,425
Ending Fund Balance 2nd		<u>1,235,586</u>	<u>24,813</u>	<u>1,260,399</u>
	TOTAL	1,537,070	74,754	1,611,824
TOTAL REET FUND BUDGET		1,741,370	64,754	1,806,124

**Cumulative Reserve Fund
Final Adjustments to the 2020 Preliminary Budget**

	2020 <u>Preliminary</u>	<u>Adjustment</u>	2020 <u>Adjusted</u>
Beginning Fund Balance General	3,250,000		3,250,000
Beginning Fund Balance Street	150,000		150,000
Beginning Fund Balance Water	11,513		11,513
Beginning Fund Balance Sewer	<u>369,250</u>		<u>369,250</u>
TOTAL	3,780,763	0	3,780,763
 TOTAL Cumulative Reserve Fund Resources	 3,780,763	 0	 3,780,763
 Ending Fund Balance General	 3,250,000		 3,250,000
Ending Fund Balance Street	150,000		150,000
Ending Fund Balance Water	11,513		11,513
Ending Fund Balance Sewer	<u>369,250</u>		<u>369,250</u>
TOTAL	3,780,763	0	3,780,763
 TOTAL Cumulative Reserve Fund Budget	 3,780,763	 0	 3,780,763

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

	<u>2020 Preliminary</u>	<u>Adjustment</u>	<u>2020 Adjusted</u>
Beginning Fund Balance	12,248	5	12,253
Preliminary Operating Revenues	0		0
TOTAL POLICE INVESTIGATION FUND RESOURCES	12,248	5	12,253
Preliminary Operating Expenses	12,248		12,248
Undesignated Ending Fund Balance	0	5	5
TOTAL POLICE INVESTIGATION FUND BUDGET	12,248	5	12,253

NEW BUSINESS: Maintaining Ordinance No. 1644 Moratorium
ITEM 10C.

FROM: Angelie Stahlnecker, Planning and Building Administrator

RECOMMENDED MOTION: I move to adopt Ordinance No. _____, maintaining the six-month moratorium adopted on October 8, 2019 prohibiting the submission or acceptance of any development applications for new development, additions, and alterations in the property comprised of 44 acres, located at the northwest corner of the City, bounded by 19th Street West and Mildred Street West, zoned Commercial Mixed Use and Residential-30, and proposed to be designated as a countywide center in the countywide planning policies, said moratorium to be in effect while the City performs the activities described in this ordinance.

PROPOSAL: The City of Fircrest is proposing to maintain the six-month moratorium, adopted by Ordinance No. 1644 on October 8, 2019 by adopt findings of fact as required by section 6 of said Ordinance and pursuant to RCW 36.70A.390 and 35.63.200 after holding a public hearing to receive comments on November 12, 2019.

The focus of the moratorium is to:

- Develop a form-based code, and
- Increase residential building capacity through increased maximum height, eliminating density restrictions, review parking requirements, and other associated standards and guidelines.

FISCAL IMPACT: During the moratorium, the City will not receive any fees from building and/or land use applications for this area. New land use and zoning regulations may increase the value of the properties in this area, having long-term financial benefits.

ADVANTAGE: The moratorium will allow the City to consider any health, safety, environmental, secondary land use and/or economic impacts associated with the vision and goals of the proposed Center that should be integrated in any new land use and zoning regulations. Without a moratorium, the City could, in the near future, receive applications for new development, additions, and alterations in the proposed Center that would conflict with the achievement of the long-range vision for this area.

DISADVANTAGES: The moratorium will prevent any new applications from being submitted to the City during the term of the moratorium.

ALTERNATIVES: Repeal Ordinance No. 1644, thereby removing the six-month moratorium.

HISTORY: On October 6, 2019, the City Council approved Ordinance No. 1644, adopting a six-month moratorium prohibiting the submission or acceptance of any development applications for new development, additions, and alterations in the property comprised of 44 acres, located at the northwest corner of the City, bounded by 19th Street West and Mildred Street West, zoned Commercial Mixed Use and Residential-30, and proposed to be designated as a Countywide Center in the Countywide Planning Policies, said moratorium to be in effect while the City performs the activities described in the ordinance.

On November 12, 2019, the City Council held a public hearing to receive comments on the adopted moratorium. No comments were received.

ATTACHMENTS: [Ordinance](#)
[Ordinance No. 1644](#)

**CITY OF FIRCREST
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF FIRCREST, WASHINGTON, RELATING TO LAND USE AND ZONING, MAINTAINING THE SIX-MONTH MORATORIUM ADOPTED ON OCTOBER 8, 2019 PROHIBITING THE SUBMISSION OR ACCEPTANCE OF ANY DEVELOPMENT APPLICATIONS FOR NEW DEVELOPMENT, ADDITIONS, AND ALTERATIONS IN THE PROPERTY COMPRISED OF 44 ACRES, LOCATED AT THE NORTHWEST CORNER OF THE CITY, BOUNDED BY 19TH STREET WEST AND MILDRED STREET WEST, ZONED COMMERCIAL MIXED USE AND RESIDENTIAL-30, AND PROPOSED TO BE DESIGNATED AS A COUNTYWIDE CENTER IN THE COUNTYWIDE PLANNING POLICIES, SAID MORATORIUM TO BE IN EFFECT WHILE THE CITY PERFORMS THE ACTIVITIES DESCRIBED IN THIS ORDINANCE.

WHEREAS, Section 36.70A.390 of the Revised Code of Washington authorizes the City Council to adopt a moratorium for a period of six months, as long as the City holds a public hearing within sixty days, and adopts findings and conclusions to support such moratorium; and

WHEREAS, the City of Fircrest has applied to the Pierce County Regional Council for the area that is 44 acres in size, bounded by Mildred Street West and 19th Street West, which is currently zoned as Community Mixed Use and Residential-30 and is identified on Exhibit "A" to be designated a "Countywide Center" in the Countywide Policies and the City's Comprehensive Plan; and

WHEREAS, on October 1, 2019, the City of Fircrest Planning Commission recommended amendments to the Fircrest Comprehensive Plan designating the property located at 19th and Mildred to be a "Countywide Center" as identified in Exhibit "A"; and

WHEREAS, on July 18, 2019, the Pierce County Regional Council recommended approval of the proposed designation of the "Countywide Center" as part of the amendments to the Countywide Planning Policies; and

WHEREAS, the amendments to the Countywide Planning Policies will be adopted through interlocal agreement upon ratification of 60 percent of member jurisdictions in Pierce County representing 75 percent of the total population;

WHEREAS, the Proposed Center is to be the priority for accommodating growth as laid out under Vision 2040 and the Pierce County Countywide Planning Policies and shall include a high density mix of business, residential, cultural, and recreational uses during both the day and night that provide a sense of place and community; and

WHEREAS, the applicable provisions of the Fircrest Municipal Code do not adequately address the needs for meeting the vision and goals of the Proposed Center; and

WHEREAS, a moratorium on new development, additions, and alterations is required in the Proposed Center in order to allow sufficient time to consider potential amendments to the Comprehensive Plan, Land Development Code, Zoning Districts and other City Code amendments that encourage and allow implementation of the long-range vision, and to present such amendments to the Planning Commission and City Council through the City's amendment process; and

WHEREAS, without a moratorium the City could, in the near future, receive applications for new development, additions, and alterations in the Proposed Center that would conflict with the achievement of the long-range vision for this area; and

1 **WHEREAS**, on October 8, 2019, the City Council approved Ordinance No. 1644, adopting a 6-
month moratorium on the property identified on Exhibit “A;” and

2 **WHEREAS**, as required by RCW 35A.63.220, the Fircrest City Council held a public hearing on
3 November 12, 2019 where no comments were received. Now, Therefore,

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

5 **Section 1. Definitions.** The following definitions apply to the terms used in this Ordinance:

6 A. Proposed Center – The property comprised of 44 acres, located at the northwest corner of the
City, bounded by 19th Street West and Mildred Street West, zoned Commercial Mixed Use and
7 Residential-30, and proposed to be designated as a Countywide Center in the Countywide
Planning Policies as identified on Exhibit “A.”

8 B. Development Permit Applications – Applications for building permits, conditional use permits,
subdivisions (short plat, preliminary plat), variances, and other permit applications related to new
9 development, addition, or alteration permits.

10 C. Exempt Permit Applications – The moratorium imposed under Section 4 of this Ordinance shall
not apply to the following exempt permit applications: (1) Vested Applications, (2) application
11 for tenant improvements of existing non-residential buildings, (3) applications for home
occupations, (4) applications for sign permits, (5) applications for permits or approvals that are
12 required for upkeep, repair or maintenance of existing buildings and properties or work mandated
by the City to maintain public health and safety.

13 **Section 2. Findings.** The Council adopts all of the “whereas” sections of this Ordinance as findings
14 to support this Moratorium Ordinance, as well as the following:

15 A. The purpose of this Moratorium Ordinance is to maintain the status quo while the City considers
if the existing underlying zoning districts and land development codes associated with the
16 Proposed Center are appropriate for these properties.

17 B. The City will perform this evaluation during the next six months, while this Moratorium
Ordinance is in effect. During this time, the City will consider whether there is any information
18 (whether on the health, safety, environmental, secondary land use and/or economic impacts)
associated with the vision and goals of the Proposed Center that should be integrated in any new
19 land use and zoning regulations.

20 **Section 3. Moratorium Adopted.** This Moratorium Ordinance is hereby adopted for a period of six
months in order to provide the City adequate time to:

21 A. Study and draft potential amendments to the Comprehensive Plan, Title 22 Land Development
22 Code, the Commercial Mixed Use Zoning District, Residential-30 Zoning District and other City
Code amendments that encourage and allow implementation of the long-range vision and goals
23 of the Proposed Center.

24 B. Hold a public hearing(s) on the draft Ordinances, obtain public input on such Ordinances, allow
the Planning Commission to make recommendations to the City Council, for the City Council to
25 review the draft Ordinance and, if desired, to adopt new regulations or prohibitions in the
Proposed Center as prescribed in Chapter 22.30 and Chapter 23.06.

26 **Section 4. Effect of Moratorium Ordinance.** The City Council imposes a six-month Moratorium
27 on the submission and acceptance of all new Development Permit Applications after the date of
passage of this Ordinance, as the same are defined in Section 1 of this Ordinance. All such
28 development permit applications shall be rejected and returned to the applicant.

1 **Section 5. Duration of Moratorium Ordinance.** This Moratorium Ordinance commence on the
2 effective date set forth herein and be in effect for six months. The Council shall make the decision
3 to terminate the Moratorium by Ordinance or renew the Moratorium after a subsequent public
hearings and findings of fact are made prior to the renewal pursuant to RCW 36.70A.390 and RCW
35.63.200.

4 **Section 6. Severability.** If any section, sentence, clause or phrase of this Ordinance should be held
5 to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or
unconstitutionality shall not affect the validity or constitutionality of any other section, sentence,
clause or phrase of this Ordinance.

6 **Section 7. Publication and Effective Date.** A summary of this Ordinance consisting of its title shall
7 be published in the official newspaper of the City. This ordinance shall be effective five (5) days
after such publication.

8 **PASSED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON,** at a
9 regular meeting thereof this 26th day of November 2019.

10 **APPROVED:**

11
12 _____
Hunter T. George, Mayor

13 **ATTEST:**

14
15 _____
Jessica Nappi, City Clerk

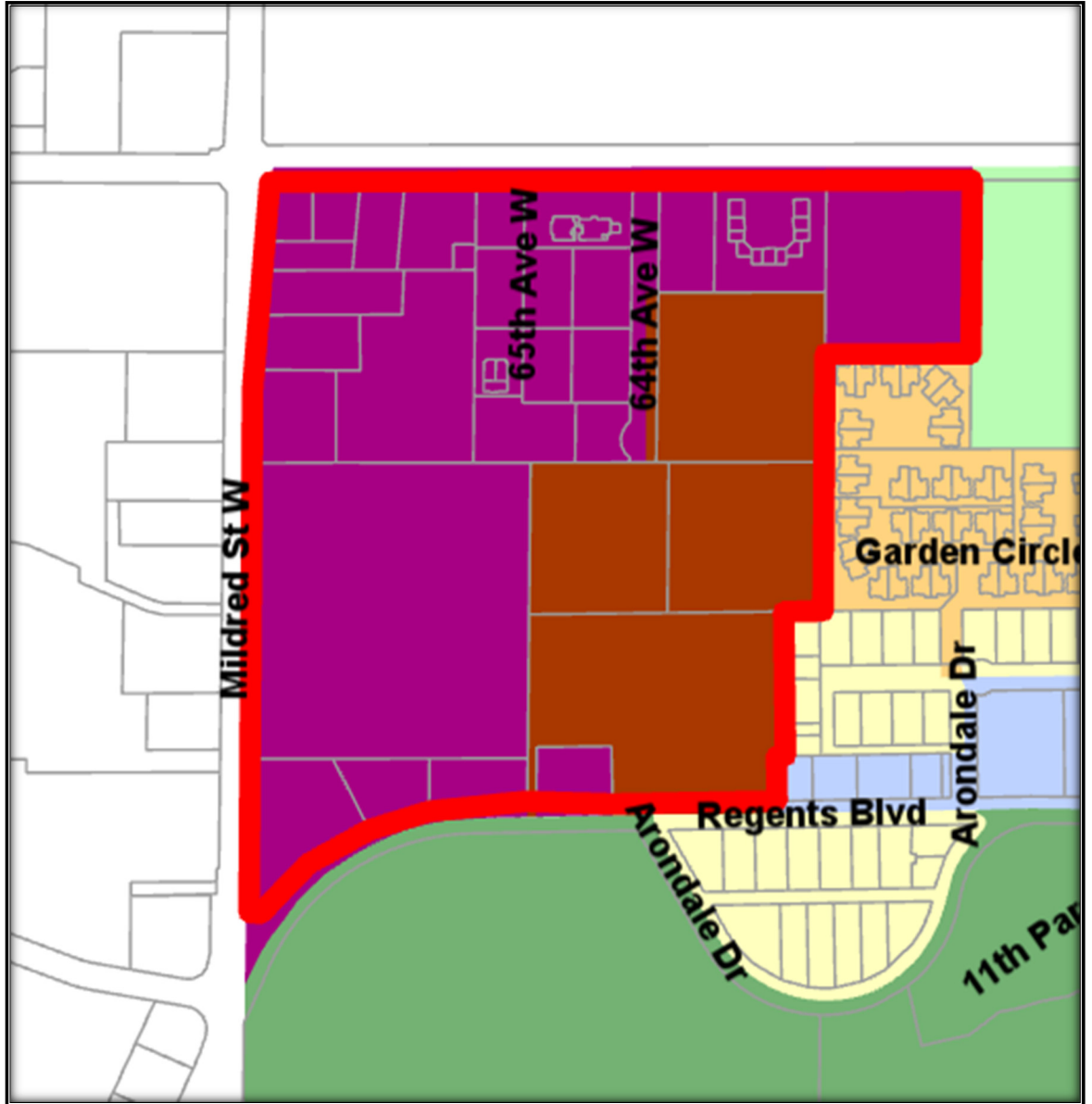
16 **APPROVED AS TO FORM:**

17
18 _____
Michael B. Smith, City Attorney

19
20 **DATE OF PUBLICATION:**
21 **EFFECTIVE DATE:**

Exhibit "A"

Proposed Countywide Center



**CITY OF FIRCREST
ORDINANCE NO. 1644**

AN ORDINANCE OF THE CITY OF FIRCREST, WASHINGTON, RELATING TO LAND USE AND ZONING, ADOPTING A SIX-MONTH MORATORIUM PROHIBITING THE SUBMISSION OR ACCEPTANCE OF ANY DEVELOPMENT APPLICATIONS FOR NEW DEVELOPMENT, ADDITIONS, AND ALTERATIONS IN THE PROPERTY COMPRISED OF 44 ACRES, LOCATED AT THE NORTHWEST CORNER OF THE CITY, BOUNDED BY 19TH STREET WEST AND MILDRED STREET WEST, ZONED COMMERCIAL MIXED USE AND RESIDENTIAL-30, AND PROPOSED TO BE DESIGNATED AS A COUNTYWIDE CENTER IN THE COUNTYWIDE PLANNING POLICIES, SAID MORATORIUM TO BE IN EFFECT WHILE THE CITY PERFORMS THE ACTIVITIES DESCRIBED IN THIS ORDINANCE.

WHEREAS, Section 36.70A.390 of the Revised Code of Washington authorizes the City Council to adopt a moratorium for a period of six months, as long as the City holds a public hearing within sixty days, and adopts findings and conclusions to support such moratorium; and

WHEREAS, the City of Fircrest has applied to the Pierce County Regional Council for the area that is 44 acres in size, bounded by Mildred Street West and 19th Street West, which is currently zoned as Community Mixed Use and Residential-30 and is identified on Exhibit "A" to be designated a "Countywide Center" in the Countywide Policies and the City's Comprehensive Plan; and

WHEREAS, on October 1, 2019, the City of Fircrest Planning Commission recommended amendments to the Fircrest Comprehensive Plan designating the property located at 19th and Mildred to be a "Countywide Center" as identified in Exhibit "A"; and

WHEREAS, on July 18, 2019, the Pierce County Regional Council recommended approval of the proposed designation of the "Countywide Center" as part of the amendments to the Countywide Planning Policies; and

WHEREAS, the amendments to the Countywide Planning Policies will be adopted through interlocal agreement upon ratification of 60 percent of member jurisdictions in Pierce County representing 75 percent of the total population;

WHEREAS, the Proposed Center is to be the priority for accommodating growth as laid out under Vision 2040 and the Pierce County Countywide Planning Policies and shall include a high density mix of business, residential, cultural, and recreational uses during both the day and night that provide a sense of place and community; and

WHEREAS, the applicable provisions of the Fircrest Municipal Code do not adequately address the needs for meeting the vision and goals of the Proposed Center; and

WHEREAS, a moratorium on new development, additions, and alterations is required in the Proposed Center in order to allow sufficient time to consider potential amendments to the Comprehensive Plan, Land Development Code, Zoning Districts and other City Code amendments that encourage and allow implementation of the long-range vision, and to present such amendments to the Planning Commission and City Council through the City's amendment process; and

WHEREAS, without a moratorium the City could, in the near future, receive applications for new development, additions, and alterations in the Proposed Center that would conflict with the achievement of the long-range vision for this area; and

WHEREAS, as required by RCW 35A.63.220, the Fircrest City Council will hold a public hearing within sixty days of the passage of this Ordinance. Now, Therefore,

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

2 **Section 1. Definitions.** The following definitions apply to the terms used in this Ordinance:

- 3 A. Proposed Center – The property comprised of 44 acres, located at the northwest corner of the
4 City, bounded by 19th Street West and Mildred Street West, zoned Commercial Mixed Use and
5 Residential-30, and proposed to be designated as a Countywide Center in the Countywide
6 Planning Policies as identified on Exhibit “A.”
- 7 B. Development Permit Applications – Applications for building permits, conditional use permits,
8 subdivisions (short plat, preliminary plat), variances, and other permit applications related to new
9 development, addition, or alteration permits.
- 10 C. Exempt Permit Applications – The moratorium imposed under Section 4 of this Ordinance shall
11 not apply to the following exempt permit applications: (1) Vested Applications, (2) application
12 for tenant improvements of existing non-residential buildings, (3) applications for home
13 occupations, (4) applications for sign permits, (5) applications for permits or approvals that are
14 required for upkeep, repair or maintenance of existing buildings and properties or work mandated
15 by the City to maintain public health and safety.

16 **Section 2. Findings.** The Council adopts all of the “whereas” sections of this Ordinance as findings
17 to support this Moratorium Ordinance, as well as the following:

- 18 A. The purpose of this Moratorium Ordinance is to maintain the status quo while the City considers
19 if the existing underlying zoning districts and land development codes associated with the
20 Proposed Center are appropriate for these properties.
- 21 B. The City will perform this evaluation during the next six months, while this Moratorium
22 Ordinance is in effect. During this time, the City will consider whether there is any information
23 (whether on the health, safety, environmental, secondary land use and/or economic impacts)
24 associated with the vision and goals of the Proposed Center that should be integrated in any new
25 land use and zoning regulations.

26 **Section 3. Moratorium Adopted.** This Moratorium Ordinance is hereby adopted for a period of six
27 months in order to provide the City adequate time to:

- 28 A. Study and draft potential amendments to the Comprehensive Plan, Title 22 Land Development
29 Code, the Commercial Mixed Use Zoning District, Residential-30 Zoning District and other City
30 Code amendments that encourage and allow implementation of the long-range vision and goals
31 of the Proposed Center.
- 32 B. Hold a public hearing(s) on the draft Ordinances, obtain public input on such Ordinances, allow
33 the Planning Commission to make recommendations to the City Council, for the City Council to
34 review the draft Ordinance and, if desired, to adopt new regulations or prohibitions in the
35 Proposed Center as prescribed in Chapter 22.30 and Chapter 23.06.

36 **Section 4. Effect of Moratorium Ordinance.** The City Council imposes a six-month Moratorium
37 on the submission and acceptance of all new Development Permit Applications after the date of
38 passage of this Ordinance, as the same are defined in Section 1 of this Ordinance. All such
39 development permit applications shall be rejected and returned to the applicant.

40 **Section 5. Duration of Moratorium Ordinance.** This Moratorium Ordinance shall commence on
41 the effective date set forth herein and be in effect for six months. The Council shall make the decision
42 to terminate the Moratorium by Ordinance.

43 **Section 6. Public Hearing on Moratorium Ordinance.** Pursuant to RCW 36.70A.390 and RCW
44 35.63.200, the City Council shall hold a public hearing on this Moratorium Ordinance within sixty

(60) days of its adoption, or before December 7, 2019. The Council hereby schedules this hearing for November 12, 2019. During the next Council meeting immediately following this public hearing, the City Council shall adopt findings of fact on the subject of this Moratorium Ordinance and either justify its continued imposition or repeal this Ordinance.

Section 7. Declaration of Emergency. The City Council hereby declares that an emergency exists necessitating that this Moratorium Ordinance take effect immediately upon passage by a majority vote plus one of the whole membership of the Council, and that the same is not subject to a referendum. If this Moratorium Ordinance is not adopted immediately, applications for the prohibited uses could be submitted to the City and arguably become vested, leading to development that could be incompatible with the regulations eventually adopted by the City (after the process described herein). Therefore, the Moratorium Ordinance must be adopted immediately as an emergency measure to protect the public health, safety and welfare, and to prevent the submission of Development Applications to the City in an attempt to vest rights for an indefinite period of time.

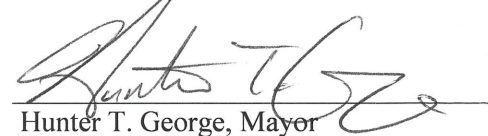
Section 8. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause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

Section 9. Publication. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City.


Section 10. Effective Date. This Ordinance shall take effect and be in full force immediately upon passage, having received the vote of a majority plus one of the entire Council.

PASSED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this 8th day of October 2019.

APPROVED:


Hunter T. George, Mayor

ATTEST:


Jessica Nappi, City Clerk

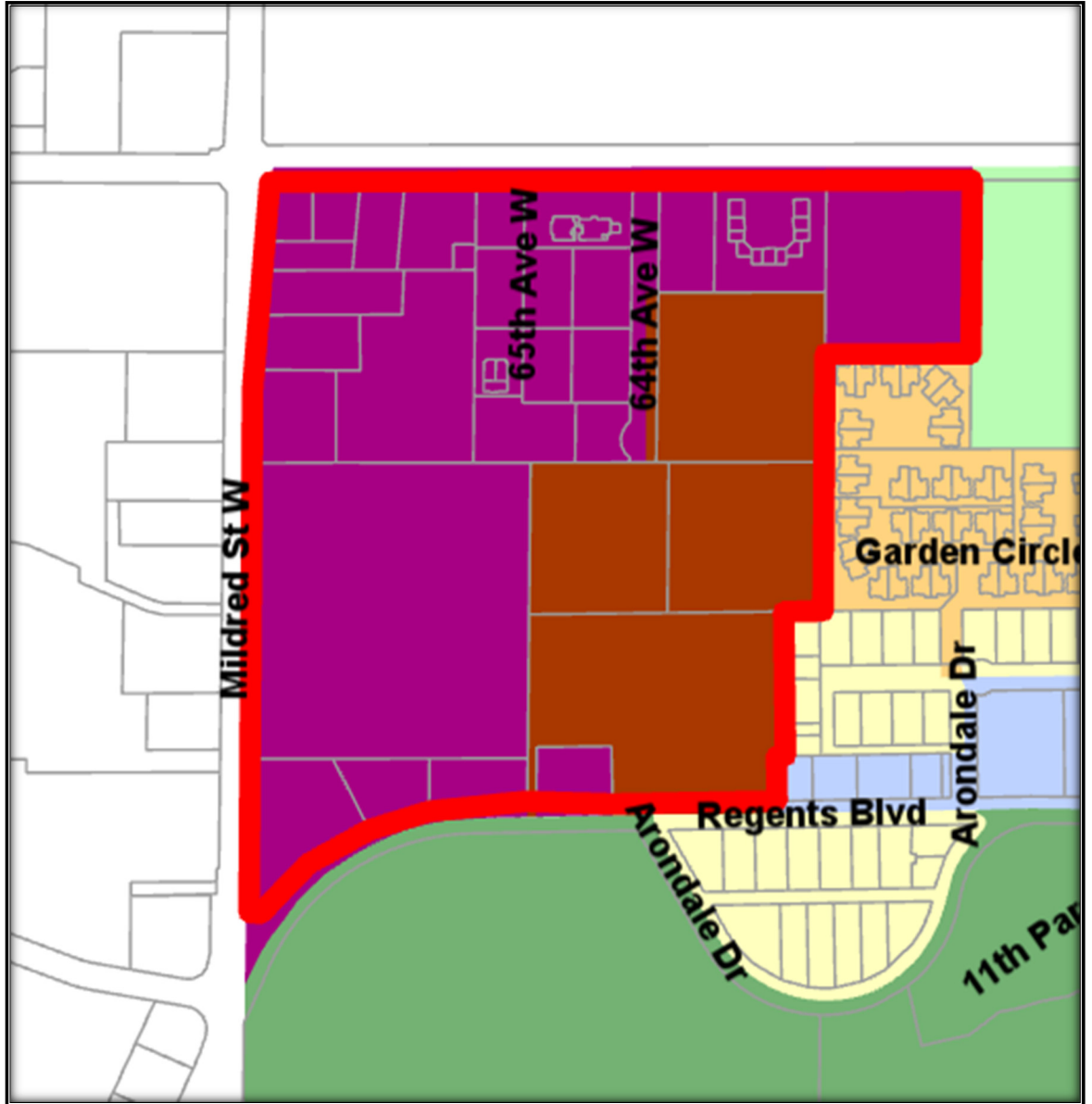
APPROVED AS TO FORM:


Michael B. Smith, City Attorney

DATE OF PUBLICATION: 10/10/2019
EFFECTIVE DATE: 10/10/2019

Exhibit "A"

Proposed Countywide Center



**NEW BUSINESS: 2019 Comprehensive Plan Amendments
ITEM 10D.****FROM: Angelie Stahlnecker, Planning and Building Administrator**

RECOMMENDED MOTION: I move to adopt Ordinance No. _____, amending Ordinance No. 1630, Section 1 and FMC 23.04.020 to update the City of Fircrest Comprehensive Plan.

PROPOSAL: The City of Fircrest proposes to amend the City's Comprehensive Plan to identify the 19th and Mildred Countywide Center and updating the six-year Capital Facilities Improvements Plan.**FISCAL IMPACT:** The proposed amendments will have no direct fiscal impact as it is for planning purposes and does not commit the City to fund the proposed projects. However, the amended six-year capital improvement schedules identify projected timing and possible funding sources for specific capital projects during 2020-2025. Inclusion in the six-year schedule is required for many grants and loans.**ADVANTAGE:** The proposed amendments will update the Comprehensive Plan to ensure consistency with the Growth Management Act as amended, the Puget Sound Regional Council VISION 2040 growth strategy and multicounty planning policies, and the updated Pierce County Countywide Planning Policies.**DISADVANTAGES:** None identified.**ALTERNATIVES:** The City Council could choose to not approve the amendments, which would leave the document and the Capital Facilities Improvement Plan outdated.**HISTORY:** The City conducted a major revision and update of the Comprehensive Plan in 2015 as required by the Growth Management Act. The City is allowed to amend the Comprehensive Plan once a year and has done that primarily to update the six-year Capital Facilities Improvement Plan. The City prepared an Environmental Checklist and issued a Determination of Nonsignificance/ Adoption of Existing Environmental Documents for the 2019 Amendments to the Fircrest Comprehensive Plan on September 16, 2019. The environmental determination was issued with a 14-day comment/appeal period ending on September 30, 2019. There were no appeals.

The City submitted a 60-day Notice of Intent to Adopt a Plan Amendment to the Washington State Department of Commerce on September 13, 2019. The state agency comment period ended on November 12, 2019. No comments were received.

The Planning Commission held a public hearing on October 1, 2019 and recommended the amendments to the City Council by a vote of 5-0. The City Council held a public hearing on November 12, 2019. No comments were received.

ATTACHMENTS: [Ordinance](#)
[Draft Amendments](#)

**CITY OF FIRCREST
ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY OF FIRCREST, WASHINGTON,
AMENDING ORDINANCE NO. 1630, SECTION 1 AND FMC 23.04.020
TO UPDATE THE CITY OF FIRCREST COMPREHENSIVE PLAN.**

WHEREAS, the Fircrest City Council may adopt any comprehensive plan amendment if it is in the public interest and complies with the Growth Management Act, and is in the public interest and not contrary to the public health, safety and welfare; and

WHEREAS, the City is required to periodically review and update its Comprehensive Plan, as needed, to ensure consistency with the Growth Management Act, Puget Sound Regional Council VISION 2040 Growth Strategy, and the Pierce County Countywide Planning Policies; and

WHEREAS, the City submitted a *Notice of Intent to Adopt* to the Washington State Department of Commerce on September 13, 2019, which was issued to state agencies for a 60-day comment period as required pursuant to RCW 36A.70 RCW; and

WHEREAS, the City issued a *Determination of Nonsignificance/Incorporation by Reference of Environmental Documents, Adoption of Existing Environmental Documents* for the 2019 Amendments to the Fircrest Comprehensive Plan on September 16, 2019 with a 14-day comment period ending September 30, 2019, and no adverse comments were received; and

WHEREAS, the Planning Commission conducted a public hearing on October 1, 2019 to accept public testimony and comment; and

WHEREAS, the Planning Commission adopted the following findings in support of approval of the proposed amendments, in consideration of the factors listed in Sections 22.78.004 and 23.06.070 FMC:

- a) The proposed capital facilities amendments are consistent with Capital Facilities Goal CF1, to provide and maintain adequate public facilities to meet the needs of existing and new development, and Goal CF4, to provide needed public facilities within the City's ability to fund or within the City's authority to require others to provide.
- b) The proposed capital facility amendments address capital improvements that are fully contained within Fircrest jurisdiction and are not inconsistent with plans for adjacent jurisdictions or countywide planning policies.
- c) The proposed text amendments do not conflict with existing elements or policies.
- d) The proposed amendments support a continuation of existing policies and provides consistency with other planning documents.
- e) The proposed amendments address future projections, are consist with Fircrest citizens' vision for the future, and will be in the public interest.

WHEREAS, the City Council conducted a public hearing on November 12, 2019, to accept public testimony and comment on the proposed amendments. Now, Therefore,

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

Section 1. Ordinance 1630, §1, and FMC 23.04.020 are hereby amended to read as follows: The 2019 amendments to the Fircrest Comprehensive Plan as shown in Exhibit "A" attached to Ordinance No. _____, and incorporated in this section by reference, are hereby adopted pursuant to the Growth Management Act, Chapter 36.70A RCW, and codified within this title.

Section 2. Severability. If any section, sentence, clause or phrase of this title shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or

1 unconstitutionality shall not affect the validity or constitutionality of any other section, sentence,
2 clause or phrase of this title.

3 **Section 3.** Publication and Effective Date. A summary of this ordinance consisting of its title shall
4 be published in the official newspaper of the City. This ordinance shall be effective five (5) days
5 after such publication.

6 **PASSED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON,** at a
7 regular meeting thereof this 26th day of November 2019.

8 **APPROVED:**

9 _____
10 Hunter T. George, Mayor

11 **ATTEST:**

12 _____
13 Jessica Nappi, City Clerk

14 **APPROVED AS TO FORM:**

15 _____
16 Michael B. Smith, City Attorney

17 **DATE OF PUBLICATION:**
18 **EFFECTIVE DATE:**

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Policy LU8.3

The city should separate manufacturing uses that create impacts from incompatible uses through techniques, such as creation of buffers or zoning that enables transitions from more intensive to less intensive uses. Take into account during site plan review potential adverse impacts on nearby uses due to manufacturing operations.

CENTERS OF LOCAL IMPORTANCE (CoLI)

~~The northwest corner of Fircrest contains the community's most intensively developed concentration of land uses, including commercial retail, office, service and restaurant uses, multifamily neighborhoods, and a public intermediate school. The city's largest undeveloped tract of land planned and zoned for commercial Mixed Use development is located within this center, as is the Fircrest Golf Club. The Northwest Fircrest CoLI is bordered by three arterial streets — 19th Street West, Mildred Street West, and Alameda Avenue. The center is bisected by Regents Boulevard, Fircrest's historic arterial, which provides access to the city's neighborhood business districts. The center is immediately south of Tacoma Community College, east of the Narrows Plaza, which is part of University Place's Regional Growth Center, and southeast of James Center, a Tacoma Mixed-Use center. The Northwest Fircrest CoLI will complement these neighboring activity centers and accommodate much of the community's planned commercial and residential growth over the next 20 years.~~

COUNTYWIDE CENTER

The northwest corner of Fircrest contains the community's most intensively developed concentration of land uses, including commercial retail, office, service and restaurant uses, and multifamily neighborhoods. The city's largest undeveloped tract of land, planned and zoned for commercial mixed use development, is located within this center. This area was approved as a Center of Local Importance (CoLI) by the Pierce County Regional Council (PCRC) in 2015.

In 2019, the City of Fircrest applied to the PCRC to have a portion of the Northwest Fircrest CoLI re-designated as part of the 19th and Mildred Countywide Center with the City of University Place and the City of Tacoma. This Countywide Center is bisected by Mildred Street West, which runs north-south and South 19th Street, which runs east-west. The joint center includes Tacoma Community College, the Narrows Plaza, which is part of University Place, and James Center, a Tacoma mixed use center. In addition, the Tacoma Community College Transit Center is centrally located, serving Pierce Transit, Sound Transit and is the future terminus for the Link Rail Extension.

The 19th and Mildred Countywide Center will allow complementary planning as it accommodates much of the community's planned commercial and residential growth over the next 20 years.

GOAL LU9

Designate Northwest Fircrest as a Center of Local Importance
Ensure that the 19th and Mildred Countywide Center be the priority for

accommodating growth as laid out under VISION 2040 and the Pierce County Countywide Planning Policies. The Countywide Center shall include a high density mix of business, residential, cultural and recreational uses during both the day and night that provide a sense of place and community.

Policy LU9.1

Ensure that development standards, design guidelines, level of service standards, public facility plans and funding strategies support focused development within the 19th and Mildred Countywide Center Northwest Fircrest CoLI.

Policy LU9.2

Recognize the 19th and Mildred Countywide Center Northwest Fircrest CoLI in all relevant local, regional policy, planning and programming forums.

Policy LU9.3

Leverage local, regional, state and federal agency funding for needed public facilities and services within the 19th and Mildred Countywide Center Northwest Fircrest CoLI. Give priority to this center for multimodal transportation projects that will increase mobility to, from and within this center.

ENVIRONMENTAL QUALITY

Sensitive management of land uses and development and redevelopment projects is essential for preserving and improving the natural, as well as built, environment.

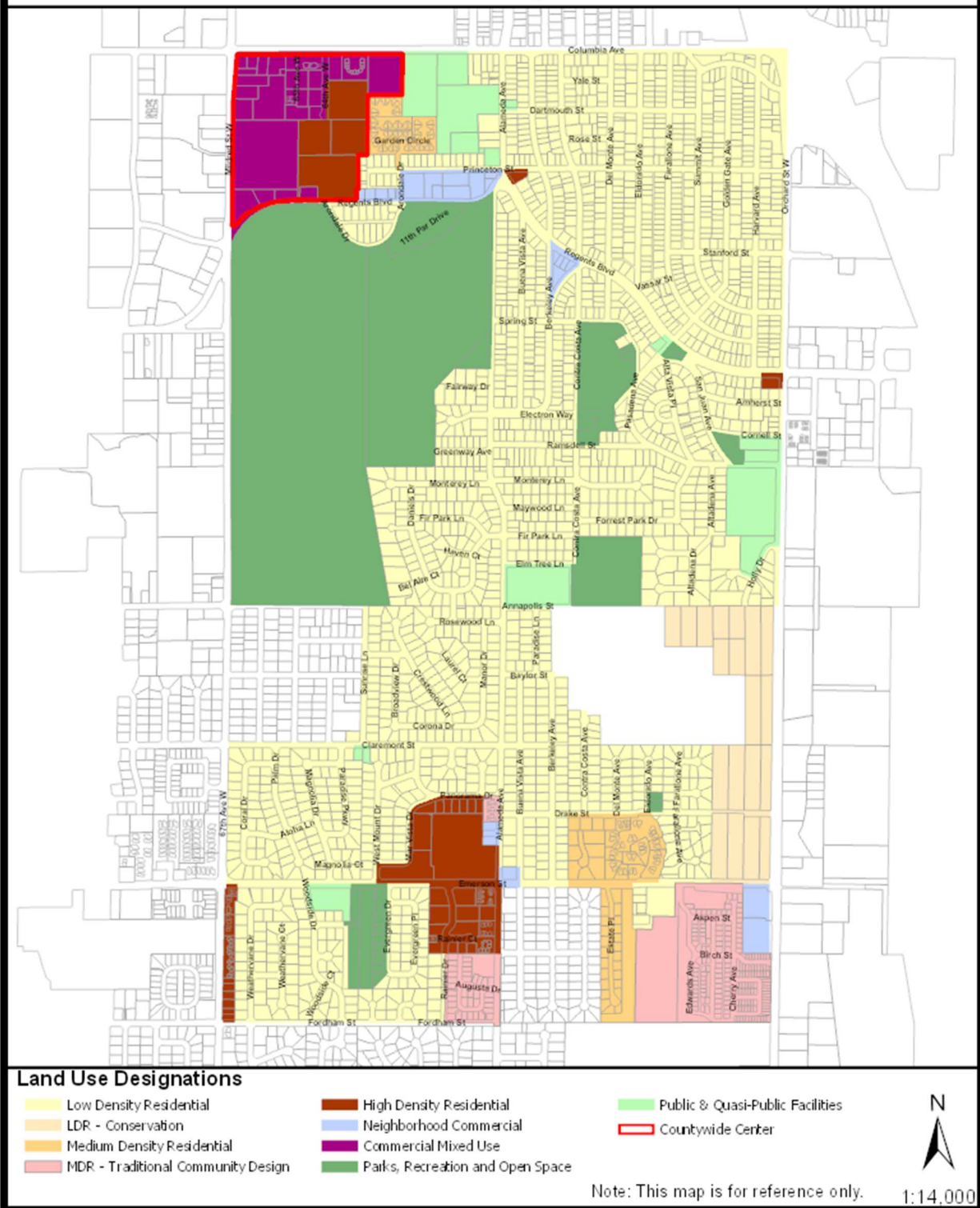
GOAL LU10

Land uses and development and redevelopment projects shall be managed to preserve and improve the natural environment as well as the built environment.

Policy LU10.1

- The city should support development of green infrastructure in order to improve the capacity of, and complement the services provided by, the city's natural systems as future land use becomes more intense to accommodate growth. Recognize green infrastructure as a capital/public asset. Support efforts to preserve, enhance and expand the community's inventory of green infrastructure, including but not limited to:
 - Natural areas, such as critical areas and portions of public lands that are monitored and maintained by citizen stewards;
 - Community gardens;
 - Rain gardens and other natural stormwater management facilities; and
 - Native habitat areas.

**Figure LU-1
Land Use Designations**



Transportation Facility Improvements										
Revenues	2019	2020	2021	2022	2023	2024	2025	TOTAL	2026-2036	20 Year Total
<i>The following revenue sources may be available to the City to be used for part or all of the Capital Appropriations identified</i>										
Light Funds from the sale of the Light Utility		30,000	30,000	0	0			60,000	0	60,000
Property Tax								0		0
Real Estate Excise Tax- To be used as deemed necessary by the City Council to fund improvements		50,000	50,000	50,000	50,000	50,000	50,000	300,000	700,000	1,000,000
State/Federal Grant			1,305,674	1,719,522	270,000	972,000	43,000	4,310,196	1,760,000	6,070,196
Local Match Funds for Grants – From REET or Rate Revenue		225,000	203,800	268,400	30,000	243,000	387,000	1,357,200	440,000	1,797,200
Utility Funds for grind and overlay with utility work					150,000			150,000	500,000	650,000
Developer Contributions								0	1,000,000	1,000,000
Total Revenues	0	305,000	1,589,474	2,037,922	500,000	1,265,000	480,000	6,177,396	4,400,000	10,577,396
Capital Appropriations										
Capital Appropriations	2019	2020	2021	2022	2023	2024	2025	TOTAL	2024-2036	20 Year Total
1. Major Pavement Patching: Citywide		50,000	50,000	50,000	50,000	50,000	50,000	300,000	700,000	1,000,000
2. Berkeley Ave. : 1100-1200 block grind and overlay		150,000						150,000		150,000
3. Farallone Ave: 1200 block grind and overlay		75,000						75,000		75,000
4. 1/2 street Orchard BLVD/Regents Blvd to end of Right-of-way grind and overlay							250,000	250,000		250,000
5. 1/2 Street Orchard Blvd/Standford St. to Regents Blvd grind and overlay							180,000	180,000		180,000
3. Alameda Avenue: Regents Blvd to Spring Street (sidewalks on one side and reconstruction roadway)			1,009,474					1,009,474		1,009,474
4. Alameda Avenue: Spring Street to Greenway (sidewalks on one side and reconstruction of roadway)				1,157,922				1,157,922		1,157,922
5. Alameda Avenue: Emerson to Rosewood Ln (curb, gutter, sidewalk on east side, bike lane designation)			500,000					500,000		500,000
6. Alameda Avenue: 44th to Emerson (curb, gutter, and sidewalk on both side, and bike lane designation)					300,000			300,000		300,000
7. 44th Street: 67th Ave to 62nd Ave (curb gutter and sidewalk on north side)				450,000				450,000		450,000
8. Regents: Alameda Ave to 67 th Ave (grind and overlay)						750,000		750,000		750,000
9. Emerson Street: Alameda Avenue to Woodside Drive (planter strip and sidewalk on south side)				380,000				380,000		380,000
10. Emerson – Woodside to 67 th (Retaining walls and entry islands)						465,000		465,000		465,000
11. Berkeley Ave: 1300 Block (curb/gutter and overlay)					75,000			75,000		75,000
11. Buena Vista Ave. 1300 block (curb/gutter and overlay)					75,000			75,000		75,000
11. LED Street Light Replacement		30,000	30,000					60,000		60,000
12. Grind and Overlay: Various City Streets								0	1,500,000	1,500,000
13. Sidewalk Gap Completion and Replacement								0	950,000	950,000
14. Regents Blvd. and Alameda Avenue (channelization and restriping for bike lanes shared facilities)								0	250,000	250,000
15. New development roadway improvements								0	1,000,000	1,000,000
Total Capital Appropriations	0	305,000	1,589,474	2,037,922	500,000	1,265,000	480,000	6,177,396	4,400,000	10,577,396

Sewer Facility Improvements								
Revenues	2019	2020	2021	2022	2023	2024	2025	TOTAL
<i>The following revenue sources may be available to the City to be used for part or all of the Capital Appropriations identified.</i>								
Sewer Rate Revenue		435,000	295,000	235,000	195,000	420,000	155,000	1,735,000
Real Estate Excise Tax - To be used as deemed necessary by the City Council to fund improvements								0
Public Works Trust Fund Loan								0
Washington State Department of Ecology Loan								0
Capital Contributions - Tap Fees		15,000	5,000	5,000	5,000	5,000	5,000	40,000
Bond Issue								0
Total Revenues	0	450,000	300,000	240,000	200,000	425,000	160,000	1,775,000
Capital Appropriations	2019	2020	2021	2022	2023	2024	2025	TOTAL
44 th (Fordham) lift station upgrades					200000			200,000
Estate Place Lift station roadway/generator/control panel		450,000						450,000
Pipe burst sewer replacement between Cornell and Amherst.			150000					150,000
Pipe burst sewer main between Amherst and Regents			150000					150,000
Pipe burst sewer 100-200 block of Farallone and Eldorado				180000				180,000
Pipe burst sewer main on 100 block Alameda between Alameda and Berkeley				60000				60,000
Pipe burst sewer main between sunrise/Broadview						250000		250,000
Pipe Burst sewer between Alta Vista/Ramsdell/Electron							100000	100,000
Pipe burst sewer between Alameda/Paradis Ln						175,000	60,000	235,000
Total Capital Appropriations	0	450,000	300,000	240,000	200,000	425,000	160,000	1,775,000

Stormwater Management Facility Improvements								
Revenues	2019	2020	2021	2022	2023	2024	2025	TOTAL
<i>The following revenue sources may be available to the City to be used for part or all of the Capital Appropriations identified.</i>								
Rate Revenues		80,000	30,000	30,000	30,000	30,000	30,000	230,000
Real Estate Excise Tax - To be used as deemed necessary by the City Council to fund improvements								0
WSDOE grants monies		213,750	150,000	150,000	150,000	375,000	262,500	1,301,250
Local Match Funds for Grants – From REET or Rate Revenue		71,250	50,000	50,000	50,000	125,000	87,500	433,750
Total Revenues	0	365,000	230,000	230,000	230,000	530,000	380,000	1,965,000
Capital Appropriations	2019	2020	2021	2022	2023	2024	2025	TOTAL
Estatel place storm pond modification		80,000						80,000
Outfall water quaility improvements Source 10 and 11		285,000						
Storm line improvemnts			30,000	30,000	30,000	30,000	30,000	
Storm Water Quality outfall projects, SQ1 to SQ09 (2 per yr.)			200,000	200,000	200,000	500,000	350,000	1,450,000
Total Capital Appropriations	0	365,000	230,000	230,000	230,000	530,000	380,000	1,530,000
Water Facility Improvements								
Revenues	2019	2020	2021	2022	2023	2024	2025	TOTAL
<i>The following revenue sources may be available to the City to be used for part or all of the Capital Appropriations identified.</i>								
Rate Revenues		136,800	295,600	365,600	215,600	215,600	215,600	1,444,800
Real Estate Excise Tax - To be used as deemed necessary by the City Council to fund improvements								0
Capital Contributions - Tap Fees		13,200	4,400	4,400	4,400	4,400	4,400	35,200
Bond Issue								0
Local Match Funds for Grants – From REET or Rate Revenue								
Total Revenues	0	150,000	300,000	370,000	220,000	220,000	220,000	1,480,000
Capital Appropriations	2019	2020	2021	2022	2023	2024	2025	TOTAL
Recoat exterior of the "Golf Course Tank"				150000				150,000
Upgrade water meters and software for meter readying changes		150000	150000	150000	150000	150000	150000	900,000
8" Water Main on Farallone from Stanford Street to Golden Gate Avenue			75000					75,000
8" Water Main on Eldorado Avenue from Princeton St to Columbia St			75000					75,000
8" Water Main Replacement of Old & Undersized Mains				70,000	70,000	70,000	70,000	280,000
Total Capital Appropriations	0	150,000	300,000	370,000	220,000	220,000	220,000	1,480,000

Parks and Recreation Improvements								
Revenues	2019	2020	2021	2022	2023	2024	2025	TOTAL
<i>The following revenue sources may be available to the City to be used for part or all of the Capital Appropriations identified.</i>								
State/Federal Grants								\$0
General Fund								\$0
General Obligation Bonds	\$3,000,000	\$7,000,000	\$3,500,000					\$13,500,000
Donations	\$1,750,000	\$2,000,000	\$1,250,000	\$1,250,000				\$6,250,000
Real Estate Excise Tax - To be used as deemed necessary by the City Council to fund improvements								\$0
Local Match Funds for Grants (44 th & Alameda fund)	\$500,000			\$80,000				\$580,000
Total Revenues	\$5,250,000	\$9,000,000	\$4,750,000	\$1,330,000	\$0	\$0	\$0	\$20,330,000
Capital Appropriations	2019	2020	2021	2022	2023	2024	2025	TOTAL
Fircrest Park Pool Replacement	\$7,300,000							\$7,300,000
Recreation Center Replacement			10,600,000					\$10,600,000
Fircrest Park Sports Fields Improvements					120,000			\$120,000
Whittier Park Master Plan						30,000		\$30,000
Alice Peers Park Reader Board			60,000					\$60,000
Fox Property Development				100,000				\$100,000
Fircrest Park Storage Garage	\$35,000							\$35,000
Resurface Fircrest Park tennis courts			\$15,000					\$15,000
Total Capital Appropriations	\$7,335,000	\$0	\$10,675,000	\$100,000	\$120,000	\$30,000	\$0	\$18,260,000

NEW BUSINESS: Columbia Bank Time and Temperature Sign Sponsorship Agreement
ITEM 10E.

FROM: Scott Pingel, City Manager

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute a Time and Temperature Sign Sponsorship Agreement with Columbia Bank.

PROPOSAL: The Council is being asked to adopt a resolution approving a three-year agreement from January 1, 2020 through December 31, 2022 with Columbia Bank for sponsorship of the Time and Temperature Sign. Columbia bank will pay \$220 per month for advertising, maintenance, and future sign replacement.

FISCAL IMPACT: Columbia Bank will pay \$220 per month to the City per the agreement. There is a cost for electrical power for the Time and Temperature Sign (2017: \$394.41, 2018: \$411.20, 2019: \$415.23). Repairs and maintenance are done on an as needed basis – since 2017, there have been no repair or refurbishing costs.

ADVANTAGE: This agreement provides for the continuing operation of the Time & Temperature Sign and provides revenue to the City.

DISADVANTAGES: None identified.

ALTERNATIVES: Seek another sponsor and incur the cost of changing out the signage.

HISTORY: Colombia Bank has had a sponsorship agreement for repair and refurbishing costs and advertising revenues with the City since 2003. Columbia Bank is interested in continuing this agreement.

ATTACHMENTS: [Resolution](#)
[Contract Amendment](#)

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE CITY
MANAGER TO EXECUTE A TIME AND TEMPERATURE SIGN
SPONSORSHIP AGREEMENT WITH COLUMBIA BANK.**

WHEREAS, the City's Time and Temperature Sign has been located within the City of Fircrest on the traffic island at the intersection of Regents Boulevard and Alameda Avenue since 1991; and

WHEREAS, Columbia Bank has had an agreement with the City for sponsorship of the time and temperature sign since November 1, 2003; and

WHEREAS, the current agreement with Columbia Bank expires on December 31, 2019; and

WHEREAS, Columbia Bank has indicated an interest in continuing to provide sponsorship for the sign. 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 agreement by and between the City of Fircrest and Columbia Bank through December 31, 2022 for the City's Time and Temperature Sign located at the intersection of Regents Boulevard and Alameda Avenue.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 26th day of November 2019.

APPROVED:

Hunter T. George, Mayor

ATTEST:

Jessica Nappi, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

AGREEMENT

THIS AGREEMENT is entered into by and between the City of Fircrest, a Washington Municipality, hereinafter referred to as "City", and Columbia Bank, this ____ day of December 2019.

WITNESSETH:

WHEREAS, a time and temperature sign has been located within the City of Fircrest on the traffic island at the intersection of Regents Boulevard and Alameda Avenue since 1991; and

WHEREAS, Columbia Bank has indicated interest in continuing to provide sponsorship for the sign; and

WHEREAS, the parties have agreed that the sign will remain at its present location and wish to reduce such agreement to a formal writing.

NOW, THEREFORE, for and in consideration of mutual promises hereinafter set forth, it is agreed as follows:

1. The City will continue to maintain the time and temperature sign at its present location and in its present configuration and form until December 31, 2022, the termination date for this agreement.
2. Columbia Bank will pay the City of Fircrest on or before the first day of each month, the sum of \$220 per month until the termination of this agreement.
3. The parties acknowledge that the sign is the property of the City. The City reserves the right to remove or relocate the sign to accommodate any traffic redesign required by the City. With the exception of required traffic redesign, the parties agree that the sign will remain at its present location without alternation except upon the mutual agreement of the City and Columbia Bank during the term of this agreement.
4. The parties acknowledge the sign is expected to be operational for the term of this agreement; however, should parts become unavailable or the sign becomes damaged beyond repair, the parties agree to discuss options for replacing the sign.
5. This agreement will begin on January 1, 2020 and will expire on December 31, 2022, at which time Columbia Bank will be released from any further responsibility or obligation to pay any sum to the City of Fircrest for advertising and maintenance of such sign. The parties agree that the sign is, and shall remain at all times, the sole property of the City.

EXECUTED at Fircrest, Washington, the day and year first above written.

CITY OF FIRCREST

By: _____
City Manager

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

City Clerk

COLUMBIA BANK

By:  *AVERY JOHNSON* *SVP*

NEW BUSINESS: Summit Law Contract Amendment
ITEM 10F.

FROM: Scott Pingel, City Manager

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute Amendment #13 to the professional services agreement with Summit Law for personnel legal services.

PROPOSAL: The Council is being asked to authorize the City Manager to execute a thirteenth amendment to the professional services agreement with Summit Law Group to extend the date of the agreement to December 31, 2020 and update the schedule of rates. Summit Law can provide personnel services to Fircrest should the need arise.

FISCAL IMPACT: The 2020 rate for the City's primary counsel, John Lee, will increase by \$15 to \$285 per hour. Mr. Lee has extensive labor and employment experience, including bargaining. Funds are available in the Personnel Professional Services and Special Legal Counsel line items for any expenditure.

ADVANTAGE: Extending this agreement will provide continuity of service for any needs in 2020. Summit Law attorneys have worked with Fircrest in the past and have provided excellent service.

DISADVANTAGES: None identified.

ALTERNATIVES: None identified.

HISTORY: Summit Law Group has provided Fircrest with legal services since December 2007. Their attorneys have worked with Fircrest on personnel matters, labor negotiations, and arbitration services.

ATTACHMENTS: [Resolution](#)
[Contract Amendment](#)

**CITY OF FIRCREST
RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE CITY
MANAGER TO EXECUTE AMENDMENT #13 TO THE
AGREEMENT WITH SUMMIT LAW GROUP TO PROVIDE
PERSONNEL LEGAL SERVICES.**

WHEREAS, the City of Fircrest has contracted with Summit Law Group for specialized personnel services; and

WHEREAS, the firm of Summit Law Group has provided such services; and

WHEREAS, the City desires to maintain continuity in the personnel process. Now, Therefore,

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

Section 1. The City Manager is hereby authorized and directed to execute this amendment to the agreement with Summit Law Group to extend the term of the agreement through December 31, 2020 and to update the schedule of rates.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 26th day of November 2019.

APPROVED:

Hunter T. George, Mayor

ATTEST:

Jessica Nappi, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

**AMENDMENT #13
TO THE CITY OF FIRCREST**

**PROFESSIONAL SERVICES AGREEMENT WITH THE LEGAL FIRM OF
SUMMIT LAW FOR PERSONNEL LEGAL SERVICES.**

This amendment is hereby made and entered into this 26th day of November 2019, by and between the City of Fircrest, a political subdivision of the State of Washington, hereinafter referred to as the "City" and Summit Law Group PLLC, hereinafter referred to as "Consultant", to be effective January 1, 2020.

WITNESSETH:

1. **Purpose**

The purpose of this thirteenth amendment is to amend the December 11, 2007 agreement. This amendment is limited to the amendments as set forth herein. All remaining provisions of the December 11, 2007 agreement and the first amendment dated March 25, 2008, second amendment dated November 25, 2008, third amendment dated December 8, 2009, fourth amendment dated December 14, 2010, fifth amendment dated December 13, 2011, sixth amendment dated December 11, 2012, seventh amendment dated November 26, 2013 eighth amendment dated December 9, 2014, the ninth amendment dated November 24, 2015, the tenth amendment dated December 13, 2016, the eleventh amendment dated December 12, 2017, and the twelfth amendment dated November 27, 2018 shall remain in full force and effect. shall remain in full force and effect. The amendments are as follows:

2. **Term** is hereby amended to read as follows:

This Agreement is from January 1, 2020 through December 31, 2020. It may be terminated by either party upon 30-day written notice to the other party without any liability therefore, save and except that each party shall be required to make payments for work actually accomplished prior to the giving of said notice, it being the intent of the parties hereto that each party shall receive any and all consideration due under the terms and provisions hereof up to the date of the actual cessation of said agreement. If the City terminates the Agreement, the Consultant shall only be paid for work completed up to the time he receives the written notice of termination.

3. **Fee Schedule** is amended per Exhibit A 2020 Schedule of Current Rates.

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

CITY OF FIRCREST

SUMMIT LAW GROUP PLLC

By: _____
City Manager

By: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

City Clerk

**Summit Law Group PLLC
Labor and Employment Group**

2020 Public Hourly Rate Schedule

Attorneys	Public
Otto Klein	\$350
Rodney Younker	\$350
Shannon Phillips	\$330
Beth Kennar	\$330
Kristin Anger	\$330
Sofia Mabee	\$330
Mike Bolasina	\$330
Dan Swedlow	\$320
Quinn Oppenheim	\$315
Peter Altman	\$300
John Lee	\$285
Rachael Curtis	\$275
Laura Davis	\$250

NEW BUSINESS: LEED Commissioning Services Agreement
ITEM 10G.

FROM: Scott Pingel, City Manager

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute a contract for LEED commissioning services in connection with the project designated as the Fircrest Community Center Project with Engineering Economics, Inc.

PROPOSAL: The Council is being asked to authorize the City Manager to execute a contract for LEED (Leadership in Energy and Environmental Design) commissioning services for the Fircrest Community Center. This proposal would bring the Community Center in compliance with RCW 39.35D.030, which requires all major facility projects of public agencies receiving any funding in a state capital budget to be designed, constructed, and certified to at least the LEED silver standard.

FISCAL IMPACT: The fee for this service is \$12,200.

ADVANTAGE: Meets the terms and conditions of the state capital funds as well as provides a resource-efficient and cost-effective building community center.

DISADVANTAGES: None known.

ALTERNATIVE: Council could choose to not to be LEED certified and not accept the state capital funds.

HISTORY: The City of Fircrest requested State Capital funds for building the new Community Center. In the 2019 State Capital Budget, the City was awarded a \$1 million grant to help pay for the new Community Center. One of the requirements for using the \$1 million from the State is that the building must be certified as a LEED Silver building. Part of the process for building and certifying a LEED Silver building is going through a commissioning process in compliance with LEED v4 certification requirements. These requirements are outlined in the fee proposal and additional information is provided in the Owner's Commissioning Guidance document.

ATTACHMENTS: [Resolution](#)
[Professional Services Agreement](#)
[LEED Commissioning Services Proposal](#)

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE CITY
MANAGER TO EXECUTE A CONTRACT FOR LEED
COMMISSIONING SERVICES IN CONNECTION WITH THE
PROJECT DESIGNATED AS THE FIRCREST COMMUNITY
CENTER PROJECT WITH ENGINEERING ECONOMICS, INC.**

WHEREAS, the 2019 State Capital Budget awarded the City of Fircrest a \$1 million grant to help pay for the new Community Center; and

WHEREAS, one of the requirements for using the State grant is that the building must be certified as a LEED Silver building; and

WHEREAS, LEED commissioning services would bring the Community Center in compliance with RCW 39.35D.030, which requires all major facility projects of public agencies receiving any funding in a state capital budget to be designed, constructed, and certified to at least the LEED silver standard; and

WHEREAS, the City wishes to meet the terms and conditions of the State capital fund grant as well as provide a resource-efficient and cost-effective Community Center. Now, Therefore,

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

Section 1. The City Manager is hereby authorized and directed to execute a contract for LEED commissioning services in connection with the project designated as the Fircrest Community Center Project with Engineering Economics, Inc.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 26th day of November 2019.

APPROVED:

Hunter T. George, Mayor

ATTEST:

Jessica Nappi, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

**CITY OF FIRCREST
PROFESSIONAL SERVICES AGREEMENT
FIRCREST COMMUNITY CENTER PROJECT
LEED COMMISSIONING SERVICES**

1. DATE AND PARTIES

THIS AGREEMENT, for reference purposes only, is dated the ____ day of _____, 2019 and entered into by and between the City of Fircrest, a political subdivision of the State of Washington and hereinafter referred to as the "City" and Engineering Economics, Inc., hereinafter referred to as "Consultant" in consideration of the mutual benefits, terms and conditions hereinafter specified.

2. PROJECT DESIGNATION

The Consultant is retained by the City to perform LEED Commissioning Services in connection with the project designated as Fircrest Community Center Project.

3. SCOPE OF SERVICES

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

4. ASSIGNMENT

The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.

5. NON-WAIVER

Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provisions.

6. TERMS OF AGREEMENT

Notwithstanding, the date of execution hereof, this Agreement shall be in effect from _____, 2019 until LEED commissioning services are completed for the Fircrest Community Center Project. Either party may terminate this Agreement upon thirty (30) day's written notice to the other party.

7. PAYMENT

Upon receipt of an invoice from the Consultant, progress payments may be made on a monthly basis for work completed. Each invoice shall itemize the work performed.

8. PERFORMANCE AND STANDARDS

Consultant shall perform its work to conform to generally accepted professional standards. Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all plans, designs, materials and commissioning prepared under this Agreement. Consultant shall, without additional compensation, correct or reverse any errors or omissions in such work.

9. HOLD HARMLESS, DEFENSE, AND INDEMNITY

With the exception of the sole negligence of the City, its employees, or elected officials, the Consultant shall protect, defend, indemnify, and hold harmless the City of Fircrest, its employees, directors, officers, and Councilmembers from any and all claims, demands, losses, actions, and liabilities to or by any person or entity arising out of all work, injuries, or property damage pursuant to this agreement, buildings, parking, grounds, or other property of any kind. This agreement includes both Personal Injury, Bodily Injury, Death or Property Damage as well as other loss or damage. In the event of concurrent negligence by the City and the Consultant, Consultant's responsibility to indemnify the City shall be limited to Consultant's negligence.

10. INSURANCE

Consultant will obtain and maintain in force at least the following minimum insurance coverage covering all activity under this agreement, and as to which the City shall be named as primary non-contributory additional insured on the Liability insurance:

a. Workman's Compensation Coverage	Statutory
b. Commercial General Liability	\$1,000,000/\$2,000,000 aggregate
c. Comprehensive Automobile Liability	\$1,000,000 per accident

Per Fircrest Municipal Code 9.90.140, a certificate of insurance showing the foregoing will be submitted to the City for approval before work commences.

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

11. CONSULTANT'S REPRESENTATIONS

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

12. COMPLIANCE WITH LAWS

The Consultant shall be duly licensed and shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments. Per Fircrest Municipal Code 5.04.020, Consultant agrees to obtain a City of Fircrest business license prior to performing any work pursuant to this Agreement.

13. TERMINATION

If the Consultant violates any of the covenants undertaken herein, or any of the duties imposed upon it by the Agreement, this Agreement may be terminated by either party immediately with cause, and without cause upon thirty (30) days' written notice, served to the other party by certified mail. In such

case, Consultant shall be compensated by the City for all work performed to the date of termination.

14. VENUE STIPULATION

This Agreement has been and shall be considered as having been made and delivered within the State of Washington both as to interpretation and performance. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement, or any of the provisions contained therein, shall be instituted and maintained only in Pierce County Superior Court, Tacoma, Washington.

15. STATUS OF CONSULTANT

Neither the Consultant nor personnel employed by the Consultant shall acquire any rights or status in City employment, nor shall they be deemed employees or agents of the City for any purpose. Consultant shall be deemed an independent Contractor and shall be responsible in full for payment of its employees, including prevailing wages, worker's compensation, insurance, payroll deductions, and all related costs.

16. PREVAILING WAGES

As applicable, prevailing wages may be required for this contract. The prevailing rate of wages shall be paid to all workers, laborer, or mechanics per Chapter 39.12 RCW. Prevailing wage rates for Pierce County, WA are applicable to all trades.

17. COMPLIANCE WITH CITY POLICY

The Consultant shall comply with approved City policies concerning the administration of City-owned property, and the provisions of the policy shall have the same force and effect as provisions of this agreement to the extent not inconsistent herewith.

18. TAXES

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

19. DAMAGE BY VANDALISM OR ACTS OF GOD

It is understood and agreed that the Consultant shall not be responsible or required to repair, at the sole cost and expense of the Consultant, any major damage or destruction caused by acts of vandalism or acts of GOD and did not result from the negligent acts or omissions of the Contractor or the Consultant's agents.

20. SAFETY REQUIREMENT

All work performed under the terms of this agreement shall be performed in such a manner as to provide maximum safety to the public and employees of the City of Fircrest.

21. NON-DISCRIMINATION

The Consultant agrees not to discriminate against any customer, employee, or applicant for employment, subcontractor, supplier or materialman, because of gender, sexual orientation, race, color, creed, religion, national origin, marital status, age or handicap, except for a bona fide

occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any service for the City now or in the future.

22. SEVERABLE PROVISIONS

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

23. INTEGRATED AGREEMENT

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

DATED this _____ day of _____, 2019

CITY OF FIRCREST

CONSULTANT

By: _____
Scott Pingel, City Manager

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk



Engineering Economics, Inc.

1201 Western Avenue, Suite 325
Seattle, Washington 98101

Telephone: 206.622.1001

October 16, 2019

Emily Wheeler
ARC Architects
119 S Main St, Suite 200
Seattle, WA 98122

**Re: Fircrest Community Center
LEED® v4 Commissioning Services
Proposal No. 03-19369**

Dear Emily:

Engineering Economics, Inc. (EEI) is pleased to present this proposal for LEED® commissioning services for the Fircrest Community Center. This proposal is to provide commissioning services in compliance with LEED v4 Certification requirements as described below. It is understood that the building comprises approximately 14,000 square feet of building area and located in Fircrest, WA.

SCOPE OF WORK

Fundamental Building Systems Commissioning services will be provided in compliance with LEED v4 Certification requirements as listed below:

1. Serve as the Commissioning Authority on behalf of the Owner to ensure that the project intent is achieved for the systems to be commissioned.
2. Review and comment on the Owner's Project Requirements (OPR), Basis of Design (BoD), and Project Design during CD phase as provided by the design team, plus one back check.
3. Develop a Commissioning Plan and use it to guide the commissioning process.
4. Confirm incorporation of commissioning requirements into the construction documents.
5. Develop construction checklists to verify proper installation and startup of systems to be commissioned.
6. Develop functional test procedures, customized for building systems and equipment.
7. Verify on-site functional testing of equipment and systems to confirm intended performance.
8. Provide ongoing documentation of the commissioning process in an Issues Log; track issues to resolution.
9. Compile Current Facilities Requirements (CFR) and Operations and Maintenance (O&M) Plan, which contains information provided by others on the project team.
10. Provide a Final Commissioning Report to document the entire commissioning process.

This Scope of Work includes 10 construction site visits to include: a commissioning scoping/kickoff meeting with the commissioning team (Owner's representative, designers and contractors), installation reviews and startup verification. A total of 5 commissioning meetings during functional testing are also included in the scope.

EEI will require assistance from the appropriate subcontractors (typically Mechanical, Electrical, TAB and Controls) and vendors to manipulate their equipment for testing. A single repeat of a failed functional test is included in our proposed scope. Extensive troubleshooting or repeat testing for multiple functional test failures will be billed as additional services that can be back-charged to the responsible contractor(s).

Option 1 Path 1: Enhanced Commissioning (3 points) will be provided in compliance with LEED v4 Certification requirements as follows:

1. Conduct a review of contractor submittals for systems to be commissioned, with special focus on controls.
2. Verify inclusion of Systems Manual requirements in construction documents.
3. Verify inclusion of operator and occupant training requirements in constructions documents.
4. Verify Systems Manual updates and delivery.
5. Verify training delivery and effectiveness.
6. Verify seasonal testing.
7. Perform an on-site review of system operation and performance, within approximately ten (10) months of substantial completion.
8. Develop an ongoing Commissioning Plan.
9. Verify that all Enhanced Commissioning tasks are included in the OPR and BOD.
10. Participate in 4 meeting(s) or conference calls for the above.

Systems and equipment to be commissioned will include the following:

1. Building heating, ventilation and air conditioning systems (HVAC)
2. Building automation system (BAS)
3. Plumbing, including domestic water heating system, pumps and controls
4. Electrical service, distribution, lighting and lighting controls (interior and exterior)

SCHEDULE

EEI is prepared to commence review and Commissioning Plan development activities immediately upon approval to proceed.

FEE

Our fee to complete the described Scope of Work will be on a Lump Sum Fixed Fee Basis of \$12,200, inclusive of labor, travel and miscellaneous expenses. An approximate breakdown of this fee is as follows:

LEED Fundamental Commissioning Base Scope as described

above - LEED Option 1 Path 1: Enhanced Commissioning

\$12,200

Alternates:

ALT 1 LEED Option 1 Path 2: Monitoring Based Commissioning

Includes Enhanced Commissioning above and Cloud Based Analytics

Solution with first year subscription - Envelope Commissioning –

Available Upon Request

ALT 2 LEED Option 2: Envelope Commissioning –

Available Upon Request

Additional services beyond the described Scope of Work will be billed at our standard hourly rates per the attached schedule.

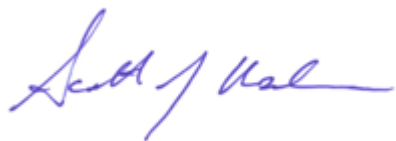
TERMS AND CONDITIONS

Terms and conditions will be per our standard Terms and Conditions, as attached.

We look forward to working with you and to a successful project.

Sincerely,

Engineering Economics, Inc.



Scott Usselman, PE, LEED® AP, CxA, CCP

Attachments:
EEI Standard Rate Schedule
Terms and Conditions

APPROVAL TO PROCEED

THIS PROPOSAL IS ONLY VALID UNTIL THE 2nd day of December, 2019.

IF APPROVED, PLEASE SIGN AND RETURN A COPY OF THIS AGREEMENT.

Approved and accepted this ____ day of _____, 2019.

Emily Wheeler
ARC Architects

Signature

Print Name and Title

WASHINGTON

2019

Up To

Principal.....	\$200/Hour
Associate.....	\$180/Hour
Sr. Project Manager	\$155/Hour
Project Manager	\$150/Hour
Asst. Project Manager.....	\$135/Hour
Sr. Project Engineer.....	\$135/Hour
Sr. Technician	\$120/Hour
Project Engineer	\$115/Hour
Technician	\$110/Hour
Support Engineer	\$110/Hour
Tech Support/Project Admin.....	\$70/Hour
Jr. Technician.....	\$70/Hour
Administrative Support.....	\$70/Hour

Analytics Specialists

Associate.....	\$180/Hour
Sr. Software Engineer/Analyst.....	\$175/Hour
Information Technology Specialist.....	\$130/Hour

CONSULTANTS

110% of invoice received

REIMBURSABLE EXPENSES

Tools and Equipment Usage	at market rates
Photocopies and Prints (in-house)	at market rates
Mileage: Personal Car	at IRS rates
Postage	at cost + 10%
Travel Expenses	at cost + 10%
Other Expenses	at cost + 10%

These are current rates and are subject to review and revision annually.

**Engineering Economics, Inc. (EEI)
General Terms and Conditions**

1. Representatives and Notices

- A. Client shall designate a Representative to receive requests for instructions, changes, and formal notices, and who shall have authority to act for Client in all Project matters.
- B. Engineering Economics, Inc. (EEI) will designate a Project Manager responsible for managing EEI's performance and delivery of its services. EEI's Project Manager shall have authority to act for EEI in all matters concerning the project.
- C. All instructions, requests for changes, formal communications, and notices to EEI shall be directed by Client's Representative, in writing, to EEI's Project Manager and shall be deemed effective as of the date and time of receipt.

2. Client-Furnished Data

- A. Client shall provide at no cost to EEI, necessary drawings, surveys, physical site data, and other pertinent information required for the performance of services, and EEI shall be entitled to rely on same.
- B. EEI shall be entitled to rely upon the completeness and accuracy of all information provided by the Client to EEI, and Client shall hold harmless EEI for any errors and/or omissions in all documents provided and for services of others on the project, unless EEI is directly and solely negligent or engages in willful misconduct.

3. Existing Conditions

- A. EEI shall have no responsibility or liability for the identification, removal, or disposal of any toxic substances. Client will defend, indemnify, and hold harmless EEI from any claim, suit or liability whatsoever, including but not limited to all payments, expenses, or costs involved, arising from or alleged to have arisen out of or related to the presence of toxic substances or alleged toxic substances on the project.
- B. Unless expressly included in EEI's Scope of Service, EEI shall have no responsibility or liability for the correct operation of existing building systems, or any assumptions by EEI related to such systems.

4. Plans, Specifications, and Drawings (Design Services Only)

- A. EEI shall furnish to Client after EEI's receipt of final payment, one final set of plans, specifications, and drawings in hard copy and electronic format. The plans, specifications, and drawings are neither intended nor represented to be suitable for reuses. Any reuse without specific written approval and adaptation by EEI shall be at Client's sole risk, and Client shall indemnify and hold EEI harmless from all loss, cost, damage, and expense including attorney's fees.
- B. Unless otherwise negotiated, all electronic CAD files sent between Client and EEI shall be in an ACAD (ACAD.DWG) format.
- C. If included in the project scope, EEI will update drawings to reflect Contractor mark-ups of the As-Built conditions. EEI is not responsible for verifying the accuracy of the As-Built documents.

5. Changes

Client may, from time to time, change or modify the Scope of Services by instructing EEI to perform additional services or may direct the omission of services previously ordered. EEI may perform such changes, and EEI's compensation and schedule for performance shall be equitably adjusted. Compensation for such changes shall be on an hourly basis in accordance with

EEI's Standard Hourly Rate Schedule or other method as agreed upon at the time the change is requested.

6. Scheduling and Progress Reports

EEI shall, if requested by Client, prepare and submit to Client an estimated schedule for the performance of the services and provide a monthly progress report indicating any approved changes made during the preceding month and estimating the total charges to complete the services

7. Software as a Service (SAAS) terms and conditions related to the use of BalanceCx Software

If Client subscribes to the use of the BalanceCx software provided by EEI, the following terms and conditions shall apply:

- A. **Services.** During the Subscription Term, Client will receive a nonexclusive, non-assignable, royalty free, worldwide right to access and use the BalanceCx SaaS services solely for internal business operations subject to the terms of this Agreement. Client acknowledges that this Agreement is a services agreement and EEI will not deliver copies of the software to Client as part of the SaaS services.
- B. **Restrictions.** Client shall not, and shall not permit anyone to: (i) copy or republish the SaaS services or software, (ii) make the SaaS services available to any person other than authorized users, (iii) modify or create derivative works based upon the SaaS services and/or other services or documentation, (iv) remove, modify or obscure any copyright, trademark or other proprietary notices contained in the software used to provide the SaaS services and/or other services or in the documentation, (v) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the software used to provide the SaaS services and/or other services, except and only to the extent such activity is expressly permitted by applicable law, or (vi) access the SaaS services and/or other services or use the documentation in order to build a similar product or competitive product. Subject to the limited licenses granted herein, EEI shall own all right, title and interest in and to the software, services, documentation, and other deliverables provided under this Agreement, including all modifications, improvements, upgrades, derivative works and feedback related thereto and intellectual property rights therein. Client agrees to assign all right, title and interest it may have in the foregoing to EEI.
- C. **Client Responsibilities.** Client shall provide assistance to enable EEI to deliver the SaaS services and/or other services, including access to content, computer systems, and any other necessary cooperation. Client shall: (a) notify EEI immediately of unauthorized use of any password or user id or any other known or suspected breach of security, (b) report to EEI immediately and use reasonable efforts to stop any unauthorized use of the SaaS services and/or other services that is known or suspected by Client or any authorized user, and (c) not provide false identity information to gain access to or use the SaaS services. Client shall be solely responsible for the acts and omissions of its authorized users. EEI shall not be liable for any loss of data or functionality caused directly or indirectly by the authorized users. Subject to the terms and conditions of this Agreement, Client shall grant to EEI a limited, non-exclusive and non-transferable license, to copy, store, configure, perform, display, transmit, and upload Client content solely as necessary to provide the SaaS services and/or other Services to Client.

Engineering Economics, Inc. (EEI)
General Terms and Conditions

- D. **IP Rights.** Client retains ownership and intellectual property rights in and to its Client content. EEI or its licensors retain all ownership and intellectual property rights to the services, software programs, and anything developed and delivered under this Agreement. EEI shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the SaaS services and/or other services any suggestions, enhancement requests, recommendation or other feedback provided by Client, including authorized users, relating to the operation of the SaaS services and/or other services.
- E. **LIMITED WARRANTY.** EEI WARRANTS THAT THE SAAS SERVICES AND/OR OTHER SERVICES WILL PERFORM IN ALL MATERIAL RESPECTS IN ACCORDANCE WITH THE DOCUMENTATION. EEI DOES NOT GUARANTEE THAT THE SAAS SERVICES AND/OR OTHER SERVICES WILL BE PERFORMED ERROR-FREE, VIRUS FREE, OR UNINTERRUPTED, OR THAT EEI WILL CORRECT ALL SAAS SERVICES AND/OR OTHER SERVICES ERRORS. CLIENT ACKNOWLEDGES THAT EEI DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SAAS SERVICE AND/OR OTHER SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. THIS SECTION SETS FORTH THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY EEI (EXPRESS OR IMPLIED) WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT.
- F. **LIMITATIONS OF LIABILITY.** NEITHER PARTY (NOR ANY LICENSOR OR OTHER SUPPLIER OF EEI) SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST BUSINESS, PROFITS, DATA OR USE OF ANY SERVICE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), EVEN IF FORESEEABLE OR THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES NEITHER EEI NOR ANY THIRD PARTY SERVICE PROVIDER SHALL BE LIABLE FOR UNAUTHORIZED ALTERATION, THEFT OR DESTRUCTION OF CLIENT'S OR ANY USER'S DATA, FILES, OR PROGRAMS.
- G. **Indemnification.** If a third party makes a claim against Client that the SaaS services and/or other services infringes any patent, copyright or trademark, or misappropriates any trade secret, EEI shall have no liability for any claim based on (a) the Client content, (b) modification of the SaaS services and/or other services not authorized by EEI, or (c) use of the SaaS services and/or other services other than in accordance with the documentation, purchase order and this Agreement. EEI, at its sole option and expense, procure for Client the right to continue use of the SaaS services and/or other services, modify the SaaS services and/or other Services in a manner that does not materially impair the functionality, or terminate the subscription term and repay to Client any amount paid by Client with respect to the subscription term following the termination date.
8. **Responsibility**
- A. EEI will perform all services in accordance with a standard of care, skill, and diligence consistent with that ordinarily exercised by professional consulting engineers providing the same or similar services under similar circumstances in the same or similar locality. In the event EEI fails to provide such standards of care, skill, and diligence, EEI shall, at its own cost, correct EEI's defective plans, specifications or other services.
- B. Since EEI has no control over the cost of labor, materials, or equipment, or over a contractor's method of determining prices, competitive bidding or market conditions, EEI's opinions of probable construction cost, if any, represent EEI's best judgment as a professional consulting engineer familiar with the construction industry. EEI does not guarantee that proposals, bids, or final construction costs will not vary from opinions of probable cost prepared by EEI. If Client wishes greater assurance as to the construction cost, Client shall employ an independent cost estimator.
9. **Construction Services**
- Unless separately negotiated, EEI shall not be responsible for the construction means, method, techniques, sequences, or procedures, or safety precautions (including, without limitation, OSHA compliance); nor for the acts or omissions of any constructor of the Project or any of the constructor's agents, employees or subcontractors; nor for the acts or omissions of material or equipment manufacturers or suppliers; nor for the acts or omissions of any other engineer on the Project.
10. **Billing and Payment**
- A. EEI shall be entitled to invoice and collect from Client for any services performed prior to the signing of this Agreement, including SaaS services provided. All services may be invoiced immediately or over the course of the project. In the event services are provided for a fixed fee, all services rendered prior to the signing of this Agreement shall be considered part of the fee. Progress billings shall be rendered monthly to the Client and shall be due and payable not more than thirty (30) days after receipt by Client. EEI shall not be subject to any retainage or "pay-when-paid" policies or provisions. Invoice and payments shall all be in US dollars. Client's payment of EEI's final invoice shall constitute a release of all claims by Client against EEI except for any claim specifically reserved by Client in writing at the time of final payment.
- B. EEI shall be entitled to suspend performance of services if invoices are unpaid for 60 days or longer. Past due amounts shall accrue interest at the rate of one and one-half percent (1-1/2%) per month. Invoices shall be accompanied by such data as may be required to support the invoices, when requested by the Client. In addition, Client agrees to pay all costs, fees, charges, or expenses (including without limitation all reasonable legal fees and litigation/arbitration fees and costs) incurred in recovering any past due amounts Client owes to EEI.
11. **Sales and Similar Taxes**
- EEI's compensation does not include sales, use, excise or similar taxes, which are the sole responsibility of Client.
12. **Suspension and Termination**
- A. Either Party shall have the right to suspend or terminate all or a portion of the Services at any time upon seven (7) days' prior written notice. In the event of termination, EEI shall be paid EEI's compensation for all services performed up to the termination date, plus reasonable

Engineering Economics, Inc. (EEI)
General Terms and Conditions

termination expenses, if any. EEI shall have the right to immediately cease services if Client files a petition in bankruptcy or other insolvency proceeding or has demonstrated the inability to pay for services performed.

- B. EEI reserves the right to suspend delivery of the SaaS services if Client fails to timely pay any undisputed amounts due to EEI under this Agreement, but only after EEI notifies Client of such failure and such failure continues for fifteen (15) days. SaaS services can be immediately terminated if EEI reasonably concludes that Client is causing immediate harm due to use or failure to control use of the SaaS services. Suspension or termination of the SaaS services shall not release Client of its payment obligations under this Agreement. Client agrees that EEI shall not be liable to Client or to any third party for any liabilities, claims or expenses arising from or relating to suspension of the SaaS services and/or other services resulting from Client's nonpayment. Client's rights of access to SaaS services shall cease upon termination of this Agreement, and any confidential information provided to either party, including any information that reasonably appears to be confidential or proprietary, shall be returned or destroyed.
- C. In the event performance of the services is suspended, EEI's compensation shall be equitably adjusted to reflect such suspension. EEI shall advise Client of the compensation adjustment resulting from the suspension of services, including the cost incurred to reasonably relocate personnel, and any materials or equipment during the suspension period.

13. Indemnification and Insurance

EEI and Client agree to indemnify and hold harmless each other from and against all damage, loss, claim, or injury (including death) to persons and to property caused by their own negligent acts, errors, or omissions in connection with the work. EEI and Client shall procure and maintain worker's compensation, employers' liability, comprehensive general liability, and both technical and professional liability insurance. EEI and Client shall name each other as Additional Insureds on their respective policies. Copies of EEI's and the Client's insurance certificates will be furnished to each other.

14. Limitations of Liability

- A. EEI's liability with regard to claims, losses, costs, and damages of any nature arising from this Agreement; from the performance or breach thereof; or from the services provided hereunder shall not exceed EEI's total fees for the project or \$50,000, whichever is greater. It is intended that this limitation shall apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
- B. In no event, whether in contract, warranty, or tort, including negligence or otherwise, shall EEI be liable for special, incidental, exemplary or consequential damages including, but not limited to, loss of profits or revenue, loss of use of any equipment, cost of capital, cost of purchased power, cost of substitute equipment, facilities or services, downtime costs, or claims of customers of Client for such damages. If Client is furnishing EEI's services or materials to a third party by contract, Client shall obtain from such third party a provision affording EEI and its suppliers the protection of the preceding sentence.

- C. In no event shall EEI be liable for any loss or damage whatsoever arising from its failure to discover or repair latent defects, or defects inherent in the design of the building or equipment. Further, EEI's liability for any loss or damage shall not include loss or damage caused by defects not observable by EEI, or units or parts returned to use against the advice of EEI.
- D. The invalidity, in whole or part, of any of the foregoing paragraphs will not affect the remainder of such paragraph or any other paragraph of this Agreement.

15. Miscellaneous Provisions

- A. This Agreement shall be binding upon and inure to the benefit of the respective successors, executors, administrators, and assigns of EEI and Client. Neither party may assign this Agreement without the consent of the other party, which shall not be unreasonably withheld.
- B. All services are on a non-exclusive basis, including SaaS services.
- C. Unless prohibited under an existing Non-Disclosure Agreement, EEI may include Client's name and logo in its customer lists and on its website.
- D. The failure by either party, at any time, to enforce or to require strict compliance or performance of any of the provisions of this Agreement shall not constitute a future waiver of such provisions and shall not affect or impair in any way its rights at any time to enforce said provisions or to avail itself of such remedies as it may have for any breach of such provision. No waiver shall be effective unless in writing and signed by the waiving party.
- E. The terms of this Agreement shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by, the laws of the State in which the project is located. If any term of this Agreement is held to be invalid or unenforceable, that term shall be modified to accomplish the original intent to the extent feasible, and the remainder of the Agreement shall remain in full force.
- F. All negotiations, proposals, and agreements prior to the date of this Agreement are merged and superseded by this Agreement. This Agreement constitutes the entire Agreement between the parties and no changes, modifications or amendments to this Agreement shall be valid unless agreed to by the parties in writing and signed by their authorized officers. This Agreement shall not be construed as granting any rights to any third party based on the theory of third party beneficiary or otherwise.
- G. In the event conflicts arise under this Agreement between EEI and Client, both parties agree that all disputes arising out of, or relating to, this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. If non-binding mediation is unable to resolve these conflicts, both parties further agree to resolve their disputes through binding arbitration, as allowed by the laws governing the State in which the project is located, and pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association. Such arbitration proceedings will be conducted in the city in which the project located, or the next closest city where such services are available.

END OF DOCUMENT

Guidance to Owners on LEEDv4 Commissioning – New Construction

Minimum Requirements for all LEEDv4 projects

All LEEDv4 projects are required to do fundamental commissioning and verification as a prerequisite. This requires the building owner/tenant to take the following actions.

- Develop an Owner's Project Requirements (OPR)
- Engage a qualified commissioning authority (CxA) by the end of Design Development (60%)
- Prepare and maintain a current facilities requirements (CFR) and operations and maintenance (O&M) plan

Additional Services that earn points under LEEDv4

The intent of Fundamental Commissioning and Verification is to support the design, construction, and operation of the project. In addition to the above required activities, projects can choose to also pursue additional commissioning services for LEED points. These services include the following options:

Option 1: Enhanced Systems Commissioning – 3 or 4 points

Path 1: Enhanced Commissioning – 3 points

The strategies and actions required under the Enhanced Commissioning scope include further involvement of the CxA in reviewing project submittals, development of a systems manual, systems training for occupants and operators, a 10-month revisit to ensure systems are operating properly, and development of an ongoing commissioning plan (Commissioning Process Plan).

Path 2: Enhanced and Monitoring-Based Systems Commissioning – 4 points

This option requires that the project achieve Path 1 above AND develop monitoring-based procedures and identify points to measure and evaluate performance of energy and water-consuming systems.

All Enhanced Commissioning tasks must be included in the Commissioning Process Plan (CPP), the Owner's Project Requirements, and the Basis of Design (BOD).

And/Or

Option 2: Building Envelope Commissioning – 2 points

This option can be pursued independently of Option 1 for two points, or in addition to Option 1. Building Envelope Commissioning (BECx) requires (1) that the project fulfill the prerequisite requirements in Fundamental Commissioning and Verification as they apply to the building's thermal envelope (in addition to mechanical and electrical systems and assemblies); and (2) that the building envelope is commissioned in accordance with credit guidelines and standards (ASHRAE & NIBS).



Benefits of Enhanced Commissioning

The benefit of pursuing these additional enhanced commissioning services is the third-party verification of two of the biggest investments you make in a new construction project - the building envelope and the systems. Both of these can cause substantial problems during building operations if not installed and working properly.

A revisit by the commissioning agent at 10-months is a strategic timeframe; long enough to show consistent building performance, but prior to the end of the system equipment warranty period. A commissioning agent can identify system malfunctions, system schedule conflicts, and other issues that can cause a system to perform less efficiently than intended.

Monitoring-based procedures extend the evaluation into normal building operation, to ensure that ongoing performance is maintained. The information harvested from monitoring-based commissioning can help building owners and tenants identify ongoing inefficiencies and ways to improve performance.

Building Envelope Commissioning is a valuable way to ensure that all of the work put into design, commissioning, and operation of building systems is not lost through poor envelope performance, particularly where addressable issues would otherwise go unnoticed and reduce overall building efficiency. Also note that at least some elements of the required WA State Energy Code air barrier testing align with the LEED Building Envelope Commissioning pathway.

Selecting and Hiring a Commissioning Professional

The LEED commissioning requirements include provisions for the role of the Commissioning Authority or CxA on the project team.

LEED requirements for a CxA:

- Must have documented commissioning process experience on at least two building projects with a similar scope of work.
- For **Fundamental Commissioning only**, the CxA may be a qualified employee of the owner, an independent consultant, or an employee of the design or construction firm who is not part of the project design or construction team, or a disinterested subcontractor of the design or construction team.
- For the **Enhanced Commissioning Credit**, the CxA may **not** be an employee of the design or construction firm, nor a subcontractor to the construction firm.

O'Brien & Company strongly recommends that the owner engage an independent consultant. This eliminates the need to demonstrate 'disinterest' and keeps the CxA scope independent from the design team scope, which have different tasks and timelines. Most importantly, it preserves the role of CxA as an Owner's representative and advocate. O'Brien has provided a list of commissioning firms that we have worked with in the past and who we know to have LEED experience.

RFP or Contract requirements

Include the following pertinent project information in the RFP:

- Project location, gross floor area, and usage type.
- Mechanical, electrical, plumbing, and renewable energy systems descriptions, as applicable. If commissioning is desired on other additional systems, also include those descriptions.
- List of systems to commission. At a minimum, the following systems must be commissioned to meet credit requirements:
 - HVAC



- Lighting
 - Plumbing
 - Renewable energy systems
- Include the CxA qualification requirements listed above.
- Indicate that the project is pursuing the Fundamental Commissioning Prerequisite and may also pursue one or more of the Enhanced Cx credit pathways.

Additionally, include the following items as services required for the Prerequisite and Enhanced pathways. Request that the proposer include a cost breakdown for the Fundamental Prerequisite and each Enhanced credit pathway separately: Enhanced Commissioning, Enhanced and Monitoring-based Commissioning and Building Envelope Commissioning. O'Brien & Company can review proposals to ensure the necessary components have been included.

Fundamental Commissioning and Verification (Prerequisite)

Complete the following commissioning process activities for mechanical, electrical, plumbing, and renewable energy systems and assemblies, in accordance with ASHRAE Guideline 0-2005 and ASHRAE Guideline 1.1–2007 for HVAC&R Systems, as they relate to energy, water, indoor environmental quality, and durability.

- Review the OPR, BOD, and project design.
- Develop and implement a Cx plan.
- Confirm incorporation of Cx requirements into the construction documents.
- Develop construction checklists.
- Develop a system test procedure.
- Verify system test execution.
- Maintain an issues and benefits log throughout the Cx process.
- Prepare a final Cx process report.
- Document all findings and recommendations and report directly to the owner throughout the process.

Enhanced Commissioning (3 Points)

Contracts for enhanced and monitoring-based commissioning must include:

- Review contractor submittals.
- Verify inclusion of systems manual requirements in construction documents.
- Verify inclusion of operator and occupant training requirements in construction documents.
- Verify systems manual updates and delivery.
- Verify operator and occupant training delivery and effectiveness.
- Verify seasonal testing.
- Review building operations 10 months after substantial completion.
- Develop an on-going commissioning plan.

Enhanced and Monitoring-Based Commissioning (4 points)

Contracts for enhanced and monitoring-based commissioning must include:

- Review contractor submittals.
- Verify inclusion of systems manual requirements in construction documents.



- Verify inclusion of operator and occupant training requirements in construction documents.
- Verify systems manual updates and delivery.
- Verify operator and occupant training delivery and effectiveness.
- Verify seasonal testing.
- Review building operations 10 months after substantial completion.
- Develop an on-going commissioning plan.

AND

Develop monitoring-based procedures and identify points to be measured and evaluated to assess performance of energy- and water-consuming systems. Include the procedures and measurement points in the commissioning plan. Address the following:

- Roles and responsibilities.
- Measurement requirements (meters, points, metering systems, data access).
- The points to be tracked, with frequency and duration for trend monitoring.
- The limits of acceptable values for tracked points and metered values.
- The elements used to evaluate performance, including conflict between systems, out-of-sequence operation of systems components, and energy and water usage profiles.
- An action plan for identifying and correcting operational errors and deficiencies.
- Training to prevent errors.
- Planning for repairs needed to maintain performance.
- The frequency of analyses in the first year of occupancy (at least quarterly).

Update the systems manual with any modifications or new settings and give the reason for any modifications from the original design.

Envelope Commissioning

Fulfill the requirements in EA Prerequisite Fundamental Commissioning and Verification as they apply to the building's thermal envelope in addition to mechanical and electrical systems and assemblies. Including:

- Review the OPR, BOD, and project design.
- Develop and implement a Cx plan for the building envelope.
- Confirm incorporation of Cx requirements for the building envelope into the construction documents.
- Develop construction checklists.
- Develop test procedures as appropriate.
- Maintain an issues and benefits log throughout the Cx process.
- Prepare a final BECx process content for final commissioning report.
- Coordinate with owner and owner's primary CxA to report all findings and recommendations and report throughout the process.

Complete the following commissioning process activities *for the building's thermal envelope* in accordance with ASHRAE Guideline 0–2005 and the National Institute of Building Sciences (NIBS) Guideline 3–2012, Exterior Enclosure Technical Requirements for the Commissioning Process, as they relate to energy, water, indoor environmental quality, and durability.

- Review contractor submittals.
- Verify inclusion of systems manual requirements in construction documents.
- Verify inclusion of operator and occupant training requirements in construction documents.



-
- Verify systems manual updates and delivery.
 - Verify operator and occupant training delivery and effectiveness.
 - Verify seasonal testing.
 - Review building operations 10 months after substantial completion.
 - Develop an on-going commissioning plan.

NEW BUSINESS: Tacoma Hearing Examiner for Dog Hearings Contract Amendment
ITEM 10H.

FROM: Scott Pingel, City Manager

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute Amendment #2 the professional services agreement with the City of Tacoma for hearing examiner services for dangerous and potentially dangerous dog appeal hearings.

PROPOSAL: The Council is being asked to authorize the City Manager to execute the second amendment to the professional services agreement with the City of Tacoma to extend the date of the agreement to December 31, 2020 and update the schedule of fees for hearing examiner services for dangerous and potentially dangerous dog appeal hearings.

FISCAL IMPACT: The 2019 schedule of fees will increase:

- Hearing Examiner Services will be charged at an hourly rate of \$122.66
- Staffing Services will be charged separately at an hourly rate:
 - \$56.35 (Office Administrator)
 - \$40.23 (Office Assistant)

ADVANTAGE: Extending this agreement will provide continuity of service for any needs in 2020. The City of Tacoma Hearing Examiner has worked with Fircrest in the past and has provided excellent service for dog appeal hearings.

DISADVANTAGES: None identified.

ALTERNATIVES: The City could consider another agency with equivalent experience.

HISTORY: In 2011, the City of Fircrest added the option of an appeal to the dangerous and potentially dangerous dog section of the Fircrest Municipal Code. An agreement with the City of Tacoma expired on December 31, 2015, and the City of Fircrest entered into a new professional services agreement with the City of Tacoma for hearing examiner services for dangerous and potentially dangerous dog appeal hearings in 2018.

ATTACHMENTS: [Resolution](#)
[Contract Amendment](#)

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE CITY
MANAGER TO EXECUTE AMENDMENT #2 TO THE
PROFESSIONAL SERVICES AGREEMENT WITH THE CITY OF
TACOMA FOR HEARING EXAMINER SERVICES FOR
DANGEROUS AND POTENTIALLY DANGEROUS DOG APPEAL
HEARINGS.**

WHEREAS, the City of Fircrest has contracted with City of Tacoma for hearing examiner services for dangerous and potentially dangerous dog appeal hearings; and

WHEREAS, City of Tacoma has staff experienced in dangerous dog hearings and appeals and has agreed to provide such services. Now, Therefore,

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

Section 1. The City Manager is hereby authorized and directed to execute Amendment #2 to the agreement with the City of Tacoma for hearings examiner services for dangerous and potentially dangerous dog appeal hearings through December 31, 2020 and to update the schedule of fees.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 26th day of November 2019.

APPROVED:

Hunter T. George, Mayor

ATTEST:

Jessica Nappi, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

AMENDMENT #2

TO THE CITY OF FIRCREST PROFESSIONAL SERVICES AGREEMENT WITH THE CITY OF TACOMA FOR HEARING EXAMINER SERVICES FOR DANGEROUS AND POTENTIALLY DANGEROUS DOG APPEAL HEARINGS

This Amendment #2 hereby made and entered into this ___ day of ___, 2019, by and between the City of Fircrest, a political subdivision of the State of Washington, hereinafter referred to as "Fircrest" and the City of Tacoma, a Washington municipal corporation, hereafter referred to as "Tacoma," to be effective January 1, 2020.

The parties hereby amend their existing Agreement as follows:

1. Purpose

The purpose of this Amendment #2 is to amend the December 20, 2018, agreement between Fircrest and Tacoma for the provision of Hearing Examiner services (the Agreement"). This Amendment #2 is limited to the provisions set for herein, and except as so modified herein, all of the remaining terms and conditions of the Agreement shall remain in full force and effect. The amendments are as follows:

2. Term of Agreement is hereby amended as follows:

Notwithstanding, the date of execution hereof, the effective period of the Agreement shall be extended to be in effect from January 1, 2020 to December 31, 2020, and may be renewed yearly. This extension notwithstanding, either party may terminate the Agreement by giving seven (7) day written notice served to the other party by certified mail.

3. Payment is hereby amended as follows:

Billing for services provided by Tacoma shall be paid within 30 days of Fircrest's receipt of invoice. The Fee Schedule is amended as follows:

Hearing Examiner Services will be charged at an hourly rate of \$122.66; and Staffing Services will be charged separately at an hourly rate of \$56.35 (Office Administrator) and \$40.23 (Office Assistant).

IN WITNESS WHEREOF, the parties to these presents have executed this Amendment #2 in two counterparts, each of which shall be deemed as originals, the year and day first above mentioned.

CITY OF FIRCREST

CITY OF TACOMA

By: _____
Scott, Pingel, City Manager

By: _____
Elizabeth Pauli, City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
City Attorney

By: _____
City Attorney

ATTEST:

Jessica Nappi, City Clerk

NEW BUSINESS: KPG, P.S. Contract Amendment
ITEM 10I.

FROM: Jerry Wakefield

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute Amendment #5 to the professional services agreement with KPG, P.S. for providing on call engineering services for transportation type projects and additional services as needed.

PROPOSAL: The Council is being asked to authorize the City Manager to execute a fifth amendment to the professional services agreement with KPG, P.S. to provide on call engineering services for transportation type projects and additional services as needed. The work elements of this agreement will be authorized by task order. This amendment is for a one-year term beginning January 1, 2020 through December 31, 2020.

FISCAL IMPACT: The agreement does not have a contract amount as the work will be authorized by task order for each task. This total cost is to be within the budgeted amount for professional services for this department.

ADVANTAGE: Since KPG has provided the City on call services in 2016, 2017, 2018, and 2019 by having an on call engineer that specialize in the area of expertise required by the City, this amendment to the existing on call agreement allows the City to obtain the services as needed that are beyond just street and transportation elements. Additional services that KPG is capable of providing are included in the updated scope of work as well as other additional services as needed.

DISADVANTAGES: By not having an on call engineer for services, the City would be required to delay the work for the selection process and also provide a professional services agreement for each task required throughout the year.

ALTERNATIVES: Not have an on call engineer for services and either not use the budgeted services or prepare a professional services agreement for each task needed.

HISTORY: Previously, the City contracted with KPG for on call engineering services for the year 2016, 2017, 2018, and 2019. Since both the City and KPG has had success this last year in those services and KPG is capable of providing additional services to the City. The City and KPG wishes to continue this on call contract.

ATTACHMENTS: [Resolution](#)
[Contract Amendment](#)

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIRCREST,
WASHINGTON AUTHORIZING THE CITY MANAGER TO EXECUTE
AMENDMENT #5 TO THE PROFESSIONAL SERVICES AGREEMENT
WITH KPG, P.S. FOR PROVIDING ON CALL ENGINEERING
SERVICES FOR TRANSPORTATION TYPE PROJECTS AND
ADDITIONAL SERVICES AS NEEDED.**

WHEREAS, the City of Fircrest had contracted with KPG, P.S. to provide on call engineering services for transportation type projects since 2016; and

WHEREAS, the City of Fircrest has budgeted fund for these services in the annual budget; and

WHEREAS, the City wishes to continue continues the scope of services to include additional services the City needs and KPG, P.S. is willing and capable to provide. Now, Therefore,

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

Section 1. The City Manager is hereby authorized and directed to execute Amendment #5 to the professional services agreement with KPG, P.S. to extend the term of the agreement through December 31, 2020 and to update the schedule of rates..

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST,
WASHINGTON**, at a regular meeting thereof this 26th day of November 2019.

APPROVED:

Hunter T. George, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

AMENDMENT #5

TO THE CITY OF FIRCREST CONSULTING SERVICES AGREEMENT FOR ON CALL ENGINEERING SERVICES

This fifth amendment is hereby made and entered into this 26th day of November 2019, by and between the City of Fircrest, a political subdivision of the State of Washington, hereinafter referred to as the "City" and KPG, P.S., hereinafter referred to as "Consultant", to be effective January 1, 2020.

The parties hereby amend their existing Agreement as follows:

1. **Purpose**

The purpose of this fifth amendment is to amend the March 22, 2016 agreement. This amendment is limited to the amendments as set forth herein. All of the remaining terms and conditions of the March 22, 2016 agreement as amended shall remain in full force and effect. The amendments are as follows:

2. **Term** is hereby amended to read as follows:

The term of this Agreement shall be extended to be in effect from January 1, 2020 to December 31, 2020, and may be extended or modified by mutual consent of the parties.

3. Exhibit B is hereby replaced with a new Exhibit B to reflect the 2020 schedule of charges.

4. All remaining provisions of the March 22, 2016 agreement and amendments shall remain in full force and effect.

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

CITY OF FIRCREST

KPG, P.S.

By: _____
Scott Pingel, City Manager

By: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
Jessica Nappi, City Clerk

Exhibit B - Fee Schedule

**City of Fircrest
On-Call General Engineering Services**

KPG
Summary of Billing Rates
Effective January 1, 2020 through December 31, 2021

	Avg Direct Salary Costs (DSC)	Office Overhead @ 1.4670 Of DSC	Profit @ 30% of DSC	(Rounded to \$1) Inclusive Rate
Principal	78.38	114.98	23.51	217.00
Engineering Manager	71.58	105.01	21.47	198.00
Senior Engineer	64.79	95.05	19.44	179.00
Project Engineer	48.07	70.52	14.42	133.00
Design Engineer	44.94	65.92	13.48	124.00
Engineering Technician	36.78	53.96	11.04	102.00
Technician	31.35	45.99	9.41	87.00
Engineering Assistant	23.83	34.95	7.15	66.00
Architecture Manager	64.79	95.05	19.44	179.00
Aviation Manager	62.70	91.98	18.81	173.00
Senior Architect	53.30	78.18	15.99	147.00
Architecture Technician II	40.23	59.02	12.07	111.00
Architecture Technician I	35.53	52.12	10.66	98.00
Survey Manager	71.58	105.01	21.47	198.00
Survey Crew I (W/Equip)	0.00			165.00
Survey Crew II (W/Equip)	0.00			215.00
Project Surveyor	48.07	70.52	14.42	133.00
Survey Technician	40.23	59.02	12.07	111.00
Survey Assistant	23.83	34.95	7.15	66.00
Urban Design Manager	58.00	85.08	17.40	160.00
Project Landscape Architect	42.53	62.39	12.76	118.00
Landscape Technician	35.53	52.12	10.66	98.00
Senior Construction Manager	71.58	105.01	21.47	198.00
Construction Manager	57.16	83.86	17.15	158.00
Resident Engineer	44.94	65.92	13.48	124.00
Construction Office Engineer	42.53	62.39	12.76	118.00
Senior Construction Inspector	42.53	62.39	12.76	118.00
Document Control Specialist	38.14	55.96	11.44	106.00
Construction Inspector	38.14	55.96	11.44	106.00
Construction Technician	31.35	45.99	9.41	87.00
Document Control Admin	31.35	45.99	9.41	87.00
Construction Assistant	23.83	34.95	7.15	66.00
Senior Transportation Planner	53.30	78.18	15.99	147.00
Transportation Planner	35.53	52.12	10.66	98.00
CAD Manager	53.30	78.18	15.99	147.00
CAD Technician	40.76	59.79	12.23	113.00
Business Manager	53.30	78.18	15.99	147.00
Senior Admin	38.14	55.96	11.44	106.00
Office Admin	31.35	45.99	9.41	87.00
Office Assistant	23.93	35.11	7.18	66.00

NEW BUSINESS: Apex Engineering Contract Amendment
ITEM 10J.

FROM: Jerry Wakefield, Public Works Director

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute Amendment #4 to the professional services agreement with Apex Engineering for providing on call engineering services for surveying type projects and additional services as needed.

PROPOSAL: The Council is being asked to authorize the City Manager to execute a fourth amendment to the professional services agreement with Apex Engineering to provide on call engineering services for surveying type projects and additional services as needed. The work elements of this agreement will be authorized by task order. This amendment is for a one-year term beginning January 1, 2020 through December 31, 2020.

FISCAL IMPACT: The agreement does not have a contract amount as the work will be authorized by task order for each task. This total cost is to be within the budgeted amount for professional services for this department.

ADVANTAGE: Since Apex Engineering has provided the City on call services in 2016, 2017, 2018 and 2019 by having an on call engineer that specialize in the area of expertise required by the city, the fourth amendment to the existing on call agreement allows the City to obtain the services as needed that are beyond just surveying elements. Additional services that Apex Engineering is capable of providing are included in the updated scope of work as well as other additional services as needed.

DISADVANTAGES: By not having an on call engineer for services, the City would be required to delay the work for the selection process and also provide a professional services agreement for each task required throughout the year.

ALTERNATIVES: Not have an on call engineer for services and either not use the budgeted services or prepare a professional services agreement for each task needed.

HISTORY: Previously, the City contracted with Apex Engineering for on call services for the year 2016, 2017, 2018, and 2019. Since both the City and Apex Engineering has had success this last year in those services and Apex Engineering is capable of providing additional services to the City, the City and Apex Engineering wish to continue this on call contract.

ATTACHMENTS: [Resolution](#)
[Contract Amendment](#)

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIRCREST,
WASHINGTON AUTHORIZING THE CITY MANAGER TO EXECUTE
AMENDMENT #4 TO THE PROFESSIONAL SERVICES AGREEMENT
WITH APEX ENGINEERING FOR PROVIDING ON CALL
ENGINEERING SERVICES FOR SURVEYING TYPE PROJECTS AND
ADDITIONAL SERVICES AS NEEDED.**

WHEREAS, the City of Fircrest had contracted with Apex Engineering, LLC to provide on call engineering services for surveying type projects since 2016; and

WHEREAS, the City of Fircrest has budgeted fund for these services in the annual budget; and

WHEREAS, the City wishes to continue continues the scope of services to include additional services the City needs, and Apex Engineering is willing and capable to provide. Now, Therefore,

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

Section 1. The City Manager is hereby authorized and directed to execute Amendment #4 to the professional services agreement with Apex Engineering to extend the term of the agreement through December 31, 2020 and to update the schedule of rates.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST,
WASHINGTON**, at a regular meeting thereof this 26th day of November 2019.

APPROVED:

Hunter T. George, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

AMENDMENT #4

TO THE CITY OF FIRCREST CONSULTING SERVICES AGREEMENT FOR ON CALL ENGINEERING SERVICES

This fourth amendment is hereby made and entered into this 26th day of November 2019, by and between the City of Fircrest, a political subdivision of the State of Washington, hereinafter referred to as the "City" and Apex Engineering LLC, hereinafter referred to as "Consultant", to be effective January 1, 2020.

The parties hereby amend their existing Agreement as follows:

1. **Purpose**

The purpose of this fourth amendment is to amend the March 22, 2016 agreement. This amendment is limited to the amendments as set forth herein. All the remaining terms and conditions of the March 22, 2016 agreement as amended shall remain in full force and effect. The amendments are as follows:

2. **Term** is hereby amended to read as follows:

The term of this Agreement shall be extended to be in effect from January 1, 2020 to December 31, 2020, and may be extended or modified by mutual consent of the parties.

3. Exhibit B is hereby replaced with a new Exhibit B to reflect the 2020 schedule of charges.

4. All remaining provisions of the March 22, 2016 agreement and amendments shall remain in full force and effect.

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

CITY OF FIRCREST

KPG, P.S.

By: _____
Scott Pingel, City Manager

By: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
Jessica Nappi, City Clerk

APEX ENGINEERING PROFESSIONAL SERVICES FEE SCHEDULE - 2020

<u>Office</u>	<u>Standard Hourly Rate</u>
Principal	\$200.00
Senior Project Manager	\$180.00
Professional Engineer	\$170.00
Professional Land Surveyor	\$170.00
Project Manager	\$160.00
Design Engineer	\$130.00
Senior CAD Designer	\$140.00
CAD Designer	\$130.00
Survey Field Coordinator	\$140.00
Survey Technician	\$140.00
Project Expeditor	\$125.00
Administrative	\$75.00
Senior Planner	\$150.00
Planning Technician	\$130.00
Survey Crew Chief	\$145.00
2- Person Survey Crew	\$180.00
3-Person Survey Crew	\$250.00
Inspector	\$150.00

Reimbursable Expenses

	<u>Standard Federal Rate</u>
Mileage	
Deliveries	Cost plus 15%
Misc. Outside Costs	Cost plus 15%
Photography/Special Materials	Cost Plus 15%
Copies (1-sided)	\$0.05/Each
Copies (2-sided)	\$0.10/Each
Foam Core (Sq Ft)	\$1.30
Prints - Black & White (Sq Ft)	\$0.33
Prints - Color (Sq Ft)	\$1.00
Mylars	\$10.20
Public Notice Posting Boards	
Large (36" x 48") Yellow	\$16.00/each
Small (12" x 24" Yellow) / (18" x 24" White)	\$5.00/each

NEW BUSINESS: Steilacoom Holiday Sleigh Contract
ITEM 10K.

FROM: John Cheesman, Police Chief

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

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

FISCAL IMPACT: Minimal.

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

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

ALTERNATIVES: None that are feasible.

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

In addition to the Tree Lighting Ceremony, we will also be traveling throughout our community on December 11th and 12th. We have pre-arranged and announced stops along our journey which affords our residents a chance to talk with and take a picture with Santa and all his helpers. I have coordinated our dates with the Fire Department and they will be joining us on our journey.

We have done this event the past nineteen years and it has been a huge success. This event has been very well received in the community. The Santa sleigh tour brings City employees and citizens together and it promotes team building. This event is done with all volunteers, including the decorating and cleaning of the sleigh.

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

**CITY OF FIRCREST
RESOLUTION NO. ____**

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

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

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

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

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

Section 1. The City Manager is hereby authorized and directed to enter into an Interlocal Agreement between the Town of Steilacoom and the City of Fircrest for the use of the Holiday Sleigh.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST,
WASHINGTON**, at a regular meeting thereof this 26th day of November 2019.

APPROVED:

Hunter T. George, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

EQUIPMENT USE AND HOLD HARMLESS AGREEMENT

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

RECITALS

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

AGREEMENT

- A. Owner agrees to allow user to use its holiday season sleigh, and user agrees to use owner's holiday season sleigh according to and in compliance with the terms and conditions set forth below.
- B. Owner shall reserve the right to first choice for all dates and times of use of the holiday season sleigh. User shall be entitled to use the holiday season sleigh at all other times not previously scheduled for use by owner. User shall make all requests for use of the holiday season sleigh in writing directed to the Town Administrator.
- C. User agrees to allow only validly licensed and insured drivers to operate the holiday season sleigh.
- D. Before user makes any use of the holiday season sleigh, user shall provide to owner a certificate of vehicle liability insurance of a minimum of \$1,000,000.00 demonstrating that user has hired and non-owned auto coverage. Further, user agrees that its vehicle insurance coverage shall be the primary insurance in respect to owner. Any insurance, self-insurance, or insurance pool coverage maintained by owner shall be in excess of the user's insurance and shall not contribute with it. User also agrees to pay owner's physical damage deductible for any damage to the vehicle while in user's care and control pursuant to this agreement.
- E. User indemnifies, defends and holds harmless, owner, its officers, officials, employees, volunteers, successors and assigns from any and all claims, injuries, damages, losses, suits, actions or liabilities for injury or death of any person, or for the loss or damage to property which arises out of user's use of the owner's holiday season sleigh, or from any activity, work or thing done, permitted or allowed by user in or about the holiday season sleigh, except for injuries and damages caused by the sole negligence of the owner.
- F. User shall be fully financially responsible for all costs of use, operation and maintenance of the holiday season sleigh while it is in the user's care and control pursuant to this agreement.
- G. This agreement constitutes the full and entire agreement of the parties. Any changes, additions or other modifications of this agreement shall be in writing and signed by both parties.
- H. If any provision of this agreement shall be found by a court of competent jurisdiction to be invalid and/or unenforceable, the remainder of this agreement shall be given full force and effect by the parties.
- I. This agreement covers the period November 27, 2019 through December 31, 2019.

City of Fircrest:

Town of Steilacoom

By: _____
City Manager

By: _____
Mayor

Date: _____

Date: _____

NEW BUSINESS: Washington Traffic Safety Commission Interagency Agreement
ITEM 10L.

FROM: John Cheesman, Police Chief

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute an interagency agreement with the Washington Traffic Safety Commission allowing the Fircrest Police Department to assist in multi-jurisdictional DUI, Motor Cycle and Distracted Driving patrols.

PROPOSAL: The Council is being asked to adopt a resolution allowing the City Manager to execute an Interagency Agreement with the Washington Traffic Safety Commission allowing the City of Fircrest Police Department to assist in multi-jurisdictional DUI, distracted driving, and motor cycle patrols.

FISCAL IMPACT: We will be able to put additional officers on the street at little cost to our citizens. If approved, we will be receiving a grant to participate in various emphasis patrols. We will receive \$2,500 to participate in distracted driving patrols, \$600 to participate in motorcycle safety patrols, and \$8,000 to participate in DUI patrols. The grant money will be used to pay for the officer's overtime and benefits. This is a total of \$11,100.00.

ADVANTAGE: Additional officers on the street at no direct cost to our citizens. This program has enabled us to put extra officers on the City of Fircrest streets at very little cost to our taxpayers. We have found this program to be very beneficial for our city. By participating in this program, our officers have made a positive statement to our community that we care about their safety and want them to pay attention while driving and that we will not tolerate DUI and or drugged driving. This is a wonderful program, which has been very well received and enthusiastically approached by our officers. By continuing to be a member of this multi-agency task force, we will be provided a great opportunity to work with and form close ties with officers from other jurisdictions around Pierce County.

DISADVANTAGES: None identified.

ALTERNATIVES: Not to participate in the DUI emphasis patrols.

HISTORY: Since 1998, the Fircrest Police Department has been participating with other agencies from around Puget Sound in doing traffic emphasis patrols. Many of the emphasis patrols will be conducted in our City and some will be targeted in other areas of the County. In support of this program, police agencies in Pierce County conduct traffic safety emphasis patrols on various nights throughout the year. Traditionally the most dangerous times of the year for motorists are selected to put extra officers on the street. We have been fortunate to receive grant dollars from the Washington Traffic Safety Commission to pay for the extra patrols.

The Interagency Agreement asks us to participate in DUI and other emphasis patrols during the following time frames:

- Holiday DUI Patrols: December 11, 2019 to January 2, 2020
- Distracted Driving Patrols: April 1 – April 18, 2020
- It's a Fine Line: July 10 – July 26, 2020
- Driver Sober or Get Pulled Over - August 19 – September 7, 2020

We will also be hosting an emphasis patrol during the weekend Cinco de Mayo is celebrated.

ATTACHMENTS: [Resolution](#)
[Interagency Agreement](#)

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIRCREST,
WASHINGTON AUTHORIZING THE CITY MANAGER TO EXECUTE
AN INTERAGENCY AGREEMENT WITH THE WASHINGTON
TRAFFIC SAFETY COMMISSION ALLOWING THE FIRCREST
POLICE DEPARTMENT TO ASSIST IN MULTI-JURISDICTIONAL DUI,
MOTOR CYCLE, AND DISTRACTED DRIVING PATROLS.**

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

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

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

WHEREAS, multi-agency participation in such a task force is possible by virtue of the Washington Mutual Aid Peace Officer Powers Act set forth in Chapter 10.93 R.C.W. and the Interlocal Cooperation Act set forth in Chapter 39.34 R.C.W. Now, Therefore,

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

Section 1. The City Manager is hereby authorized and directed to execute an Interagency Agreement with the Washington Traffic Safety Commission.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST,
WASHINGTON**, at a regular meeting thereof this 26th day of November 2019.

APPROVED:

Hunter T. George, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney



INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

Fircrest Police Department

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

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

1. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) numbers 20.600 and 20.616, for traffic safety grant project 2020-HVE-3844-Fircrest Police Department, specifically to provide funding for the SUB-RECIPIENT to conduct overtime high-visibility enforcement (HVE) traffic safety emphasis patrols as outlined in the Statement of Work (SOW), in support of Target Zero priorities. The Target Zero Manager (TQM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic-related deaths and serious injuries.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both Parties, but not earlier than October 1, 2019, and remain in effect until September 30, 2020, unless terminated sooner, as provided herein.

3. STATEMENT OF WORK

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

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

SCOPE OF WORK: High Visibility Enforcement (HVE) is a proven strategy to reduce vehicular fatalities in serious injuries. There are 8 main components in the best practice model:

1. The event is planned by a local team.
2. The event is data driven. Interest in the event originates by local recognition of a problem and the community's interest in responding to it.
3. The enforcement is multijurisdictional and uses a saturation approach and participating officers make a large number of contacts during the event and issue infractions or citations to change public behavior around risky driving behaviors such as speeding, distracted driving and failing to use a seat belt. The WTSC proposes that the default law enforcement response to a high risk driving behavior during an HVE event should be a citation/infraction
4. The public is aware of the event before, during, and after the enforcement takes place. It's important to note that these messages must reach all target audiences, regardless of English proficiency, in the community who use the transportation system.
5. Local media are engaged by the HVE planning team.
6. Enforcement is highly visible – clearly more than a typical day.
7. The HVE event is evaluated.
8. The HVE event is supported by deployment of resources in the priority areas throughout the year when HVE is not being implemented.

The SUB-RECIPIENT, along with the regional traffic safety task force, TZM, and LEL, are responsible for meeting these elements of HVE. The WTSC will conduct public education campaigns during national campaigns, but it is the responsibility of the SUB-RECIPIENT and task force to ensure that all elements of HVE are being met. The statewide high visibility enforcement patrols are paired with media participation to engage, deter, and educate drivers about the impacts of making unsafe decisions when driving. Outreach efforts are supported by the WTSC during statewide HVE campaigns. Regional TZMs also support public outreach efforts during locally planned HVE events. Below are descriptions of the Scope of Work for each funding category. The WTSC accepts requests for modifications to the Scope of Work through the regional Target Zero Manager.

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

Dispatch:

WTSC will reimburse communications officers/dispatch personnel for work on this project providing Agency has received prior approval from the designated TZM. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.

Enforcement Standard:

WTSC proposes that during enforcement, the default response of officers observing driving behaviors that contribute to serious injury and fatal collisions is the issuance of a citation or infraction. WTSC recognizes

the need and value of officer discretion. While WTSC does not suggest mandatory enforcement on every contact, the goal of any enforcement activity is behavior modification.

HVE Enforcement Plan Requirement:

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

- Problem statement
- Description of enforcement strategy, including expected law enforcement agencies participating in the event, target violation, and target locations
- Public outreach strategy, to include how the multiple cultural groups in a community will be reached with these messages
- Evaluation plan

Standardized Field Sobriety Testing (SFST) Training Requirement:

The SUB-RECIPIENT certifies that all officers participating in these patrols are SFST trained and meet the following requirements:

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

Media Contacts:

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

Impaired Driving Enforcement:

Impaired driving (also referred to as Driving Under the Influence, or DUI) remains a top priority for the WTSC. Year after year, roughly 50 percent of WA's vehicular fatalities are due to impaired driving. HVE has been shown to reduce impaired driving fatalities when the model is followed. Overtime Impaired driving enforcement patrols must be planned and coordinated by the regional traffic safety taskforce, including the TZM and LEL. The DUI patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Except when prior approval is provided, impaired driving HVE must begin after 8:00 p.m and will occur Thursday-Sunday. The WTSC requires that impaired driving HVE patrols are done using multijurisdictional collaboration. The priority for this funding is participation in the national campaigns:

The priority for this funding is participation in the national campaigns:

- Holiday DUI Patrols – December 11 – January 2
- Drive Sober or Get Pulled Over – August 19 – September 7

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

Funding in this category can be expended outside of the campaign periods. However, the funds must only be used for impaired driving enforcement and during another national impaired driving enforcement campaign or other large local event. Participation during Holiday DUI Patrols and Drive Sober or Get Pulled Over should be prioritized when scheduling enforcement dates.

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

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

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

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

These funds can be used for DUI warrant round-up events. Prior approval is needed for these activities and must include evidence of thorough planning.

Distracted Driving Enforcement:

With the State of Washington's distracted driving law, these patrols will be important to ensure through education and enforcement that drivers understand and are following the new law. These patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as

determined by the local Traffic Safety Task Force. Wherever possible these patrols shall occur in areas with the highest number of past distracted driving violations. The WTSC requires that distracted driving HVE patrols are conducted using a team approach with designated spotters. This approach has shown to best identify distracted driving violations. Minimum teams of three can conduct distracted driving HVE patrols – one spotter and at least two officers responding to violations.

In order to be eligible to receive distracted driving HVE funds in FFY2020, the SUB-RECIPIENT must have at least one citation issued during the FFY2019 On the Road Off the Phone campaign. Agencies that did not participate in the FFY2019 On the Road Off the Phone campaign are eligible for funding.

The priority for this funding is participation in the national campaign, On the Road Off the Phone, April 1 - 18, 2020. However, this funding can be expended outside of the national campaign, but the funds must only be used for distracted driving enforcement.

Seat Belt Use Enforcement:

Washington has one of the highest seat belt use rates in the country, yet many of the state’s vehicular fatalities and serious injuries involved unbelted drivers and passengers. Funding for seat belt enforcement will be prioritized using data from WTSC’s Research and Data Division, such as seat belt use rates and fatal and serious injury data.

At this point, funding distribution has yet to be determined.

Motorcycle Safety Patrols

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

- It's a Fine Line – July 10 – 26

These motorcycle safety patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Patrols must take place Friday, Saturday, or Sunday during the It’s a Fine Line campaign.

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

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

Whenever possible, SUB-RECIPIENT should include motorcycle officers in these patrols.

3.1. MILESTONES AND DELIVERABLES

Mobilization	Dates
DUI Holiday Patrols	December 11 - January 2
Distracted Driving	April 1 - 18

Click It or Ticket

May 17 - 31

It's a Fine Line

July 10 - 26

DUI Drive Sober or Get Pulled Over

August 19 - September 7

3.2. COMPENSATION

3.2.1. Compensation for the overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed \$11,100.00. Payment for satisfactory performance of the overtime work shall not exceed this amount unless the Parties mutually agree to a higher amount in a written Amendment to this Agreement executed by both Parties. Comp-time is not considered overtime and will not be approved for payment.

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

- FICA
- Medicare
- Any portion of L & I that is paid by the employer (SUB-RECIPIENT)
- Retirement contributions paid by the employer (SUB-RECIPIENT) can be included if the contribution is based on a percentage of their hours worked

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

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

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

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

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

3.2.4. These funds, designated for salaries and benefits, are intended to pay for the hourly overtime costs and proportional amounts of fringe benefits of commissioned staff pursuing the activities described in the statement of work. These funds may not be used for any other purpose for example any work required to maintain a law enforcement commission including recertification trainings like firearm qualification.

3.3. SUMMARY OF PROJECT COSTS

Fundings break down into the following enforcement categories:

EMPHASIS PATROL

Impaired Driving Patrols

\$8,000.00

(Section 402, CFDA 20.600)

Distracted Driving Patrols

\$2,500.00

(Section 402, CFDA 20.600)

Seat Belt Patrols

\$0.00

(Section 405b, CFDA 20.616)

Motorcycle Safety

\$600.00

(164 Funds, CFDA 20.608)

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

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. PARTICIPATION REQUIREMENTS AND CONDITIONS

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

5. PERFORMANCE STANDARDS

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

6. ACTIVITY REPORTS

The SUB-RECIPIENT agrees to have all personnel who work HVE patrols submit an officer Emphasis Patrol Logs to their regional TZM, or by other approved means, or by other pre-approved means, within 48 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed in the “BILLING PROCEDURE” section. Use of the Officer Activity Log in the WTSC’s online grant management system, WEMS, is required when the functionality is available in WEMS.

7. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall

be made by the WTSC.

8. AGREEMENT ALTERATIONS AND AMENDMENTS

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

9. ALL WRITINGS CONTAINED HEREIN

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

10. ASSIGNMENT

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

11. ATTORNEYS' FEES

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

12. BILLING PROCEDURE

The WTSC is currently developing functionality in WEMS to streamline enforcement activity and invoice submission. The WTSC requires that this functionality be used for billing when available. Instructions and requirements for using this functionality will be provided at a later date.

Prior to activity and invoice submission by the SUB-RECIPIENT in WEMS, the SUB-RECIPIENT shall submit monthly invoices for reimbursement the TZM with supporting documentation, as WTSC shall require. The TZM will submit all approved invoices to the WTSC via WEMS within 10 days of receipt.

All invoices for reimbursement must include the following (Note – this will likely change when the new invoicing process is implemented.):

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

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2020, **must be received by WTSC no later than August 10, 2020**. All invoices for goods received or services performed between July 1, 2020, and September 30, 2020, **must be received by WTSC**

no later than November 15, 2020.

13. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

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

14. COST PRINCIPLES

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

15. COVENANT AGAINST CONTINGENT FEES

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

16. DISPUTES

16.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the Parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

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

17. GOVERNANCE

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

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

17.2.1. Applicable federal and state statutes and rules

17.2.2. Terms and Conditions of this Agreement

17.2.3. Any Amendment executed under this Agreement

17.2.4. Any SOW executed under this Agreement

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

18. INCOME

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

19. INDEMNIFICATION

19.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims")

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

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

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

20. INDEPENDENT CAPACITY

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

21. INSURANCE COVERAGE

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

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

22. LICENSING, ACCREDITATION, AND REGISTRATION

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

23. RECORDS MAINTENANCE

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

23.2. Records and other documents, in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. The receiving Party will not

disclose or make available this material to any third Parties without first giving notice to the furnishing Party and giving them a reasonable opportunity to respond. Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third Parties.

24. RIGHT OF INSPECTION

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

25. RIGHTS IN DATA

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

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

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

26. SAVINGS

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

27. SEVERABILITY

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

fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

28. SITE SECURITY

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

29. TAXES

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

30. TERMINATION FOR CAUSE

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

31. TERMINATION FOR CONVENIENCE

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

32. TREATMENT OF ASSETS

32.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

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

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

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

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

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

33. WAIVER

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

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

34. BUY AMERICA ACT

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

35. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

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

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

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

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

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

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

35.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a

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

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

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

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

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

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

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

36.1. The SUB-RECIPIENT shall:

36.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

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

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

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

36.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 36.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an

employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

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

37. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

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

38. FEDERAL LOBBYING

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

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

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

38.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

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

39. NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)

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

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

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

39.1.3. To permit access to its books, records, accounts, other sources of information, and its facilities as

required by the WTSC, USDOT, or NHTSA.

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

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

40. POLITICAL ACTIVITY (HATCH ACT)

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

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

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

42. STATE LOBBYING

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

43. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the Parties for all communications, notices, and reimbursements regarding this Agreement:

The Contact for the SUB-RECIPIENT is:	The Contact for WTSC is:
John Cheesman jcheesman@cityoffircrest.net	Jerry Noviello jnoviello@wtsc.wa.gov 360-725-9897 ext.

44. AUTHORITY TO SIGN

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

Fircrest Police Department

Signature

Printed Name

Title

Date

WASHINGTON TRAFFIC SAFETY COMMISSION

Signature

Printed Name

Title

Date