

**FIRCREST CITY COUNCIL
REGULAR MEETING AGENDA**

**TUESDAY, DECEMBER 10, 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
- 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. Administration
 - B. Environmental, Planning and Building
 - C. Finance, IT, Facilities
 - D. Other Liaison Reports
- 7. CONSENT CALENDAR**
 - A. Approval of [vouchers](#)/payroll checks
 - B. Approval of minutes: [November 18, 2019 Study Session](#)
- 8. PUBLIC HEARING 7:15 P.M.**
- 9. UNFINISHED BUSINESS**
- 10. NEW BUSINESS**
 - A. [Ordinance: 2019 Budget Adjustment 2nd Reading and Adoption](#)
 - B. [Resolution: Communications Services Agreement](#)
 - C. [Resolution: Use of CCN Radio System Access Contract Amendment](#)
 - D. [Resolution: Ruston Court Contract Amendment](#)
 - E. [Resolution: Alameda Avenue Overlay TIB Agreement](#)
 - F. [Resolution: Emerson Avenue Sidewalk Extension TIB Agreement](#)
- 11. CITY MANAGER COMMENTS**
 - A. [Personnel Policies and Procedures Manual Update](#)
 - B. IT Services
 - C. Department of Commerce Planning Grant
 - D. [Form Based Code](#)
- 12. DEPARTMENT HEAD COMMENTS**
- 13. COUNCILMEMBER COMMENTS**
- 14. EXECUTIVE SESSION**
- 15. ADJOURNMENT**

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

ACCOUNTS PAYABLE

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20821	12/02/2019	12/10/2019	8390 Amerisafe Inc.	415.64	Replaced Expired Fire Extinguishers (16)
	518 30 48 00	Rep & Maint - Fac/Equip	001 000 518 General Fund	59.17	Spares (3)
	518 30 48 01	Rep & Maint - Rec Bldg	001 000 518 General Fund	58.14	Rec (2)
	518 30 48 02	Rep & Maint - City Hall	001 000 518 General Fund	58.14	City Hall (2)
	518 30 48 03	Rep & Maint - PW	001 000 518 General Fund	211.12	PW (8)
	518 30 48 04	Rep & Maint - PSB	001 000 518 General Fund	29.07	PSB (1)
20862	12/05/2019	12/10/2019	3933 Asphalt Patch System	30,112.60	Patching For Water Main - 508 Buena Vista, Golden Gate & Farallone
	594 34 63 01	Other Improvements Water	426 000 594 Water Improve	30,112.60	Patching For Water Main - 508 Buena Vista, Golden Gate & Farallone
20781	11/25/2019	12/10/2019	4052 Auto Value, National Auto Parts Wareh	91.27	#60915D Fuel Treatment And Replacement Filter
	548 65 48 13	O & M - Storm	501 000 548 Equipment Ren	91.27	#60915D Fuel Treatment And Replacement Filter
20836	12/02/2019	12/10/2019	5428 Boers, Jeff	1,425.00	November 2019 Land Use Consulting (15 Hrs)
	558 60 41 00	Prof Svcs - Planning	001 000 558 General Fund	1,425.00	11/2019 Land Use Consult (15 Hrs)
20787	11/25/2019	12/10/2019	4278 Budget Batteries Inc	264.37	Replacement Batteries For Gym Floor Cleaner
	518 30 31 01	Oper Sup/Rec Bldg	001 000 518 General Fund	264.37	Replacement Batteries For Gym Floor Cleaner
20802	11/25/2019	12/10/2019	6018 Canon Financial Services Inc	563.79	Copier Rental November 2019
	512 50 45 00	Oper Rentals - Copier - Coi	001 000 512 General Fund	140.95	Court 03/2019
	518 10 45 00	Oper Rentals - Copier - No	001 000 518 General Fund	140.95	City Hall 03/2019
	531 50 45 00	Oper Rentals - Copier - Sto	415 000 531 Storm Drain	35.24	PW 03/2019
	534 10 45 02	Oper Rentals - Copier - Wa	425 000 534 Water Fund (de	35.24	PW 03/2019
	535 10 45 00	Oper Rentals - Copier - Sev	430 000 535 Sewer Fund (de	35.23	PW 03/2019
	542 30 45 00	Oper Rentals - Copier - Str	101 000 542 City Street Fun	35.24	PW 03/2019
	571 10 45 01	Oper Rentals - Copier - Rec	001 000 571 General Fund	126.85	Rec 03/2019
	576 80 45 00	Oper Rentals - Copier - Par	001 000 576 General Fund	14.09	Parks 03/2019
20803	11/25/2019	12/10/2019	6018 Canon Financial Services Inc	159.51	Police Copier / Fax Rental November 2019
	521 22 45 00	Oper Rentals - Copier - Pol	001 000 521 General Fund	159.51	Police Copier / Fax Rental 11/2019
			Total Canon Financial Services Inc	723.30	
20805	11/25/2019	12/10/2019	5805 CenturyLink	48.70	Long Distance Access And Usage
	518 10 42 00	Communication - Non Dep	001 000 518 General Fund	48.70	Long Distance 11/2019
20799	11/25/2019	12/10/2019	7088 Certified Laboratories	485.76	Salt Dilluter For Cleaning De-Icer Units

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542 30 31 02	Oper Supplies - Street Reg		101 000 542 City Street Fun	485.76	Salt Dilluter For Cleaning De-Icer Units
20824	12/02/2019	12/10/2019	4313	205.78	Public Works Supplies
531 50 31 01	Office Supplies - Storm		415 000 531 Storm Drain	24.81	PW Supplies
531 50 31 03	NPDES Public Outreach		415 000 531 Storm Drain	106.56	Certificate Holders
534 10 31 00	Office Supplies - Water		425 000 534 Water Fund (de	24.81	PW Supplies
535 10 31 00	Office Supplies - Swr Adm		430 000 535 Sewer Fund (de	24.80	PW Supplies
542 30 31 01	Office Supplies - Street Re		101 000 542 City Street Fun	24.80	PW Supplies
20825	12/02/2019	12/10/2019	4313	306.67	Adjustable Desk Riser
531 50 35 00	Small Tools & Equip - Stor		415 000 531 Storm Drain	76.67	SAA #1740 Adjustable Desk Riser
534 10 35 00	Small Tools & Equip - Wat		425 000 534 Water Fund (de	76.67	SAA #1740 Adjustable Desk Riser
535 10 35 00	Small Tools-Swr Admin		430 000 535 Sewer Fund (de	76.67	SAA #1740 Adjustable Desk Riser
542 30 35 00	Small Tools & Equip-St Re		101 000 542 City Street Fun	76.66	SAA #1740 Adjustable Desk Riser
20832	12/02/2019	12/10/2019	4313	132.77	Public Works Supplies
531 50 31 01	Office Supplies - Storm		415 000 531 Storm Drain	35.51	PW Supplies
534 10 31 00	Office Supplies - Water		425 000 534 Water Fund (de	35.51	PW Supplies
535 10 31 00	Office Supplies - Swr Adm		430 000 535 Sewer Fund (de	35.53	PW Supplies
542 30 31 01	Office Supplies - Street Re		101 000 542 City Street Fun	26.22	PW Supplies
Total Chuckals Inc				645.22	
20868	12/05/2019	12/10/2019	4322	5,007.09	Power - Various Locations November 2019
534 80 47 01	Utility Services/Pumping		425 000 534 Water Fund (de	2,730.52	Wells #6, 7, 8 And Weathervane 11/2019
535 80 47 01	Utility Services/Pumping		430 000 535 Sewer Fund (de	683.98	Pump #3, West Creek L/S, Commons L/S, Alameda L/S, Drake St 11/2019
542 30 47 03	Electricity/Traffic Lights		101 000 542 City Street Fun	21.36	40th / Alameda 11/2019
542 63 47 00	Electricity/Street Lights		101 000 542 City Street Fun	12.14	5200 Emerson 11/2019
576 80 47 00	Public Utility Services - Pa		001 000 576 General Fund	1,559.09	Parks Garage, Whittier Lights & Irrigation 11/2019
20849	12/03/2019	12/10/2019	8571	65.07	05-02550.0 - 1140 CLAREMONT ST
343 10 00 00	Storm Drain Fees & Charge		415 000 340 Storm Drain	-22.81	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-24.39	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-17.87	
20827	12/02/2019	12/10/2019	3555	334.23	Ordinances 1641 - 1647
511 60 49 03	Codification Costs		001 000 511 General Fund	334.23	Ordinances 1641 - 1647
20776	11/25/2019	12/10/2019	7918	140.00	Spanish Interpreting (2 Hrs)
512 50 41 03	Prof Srvs - Interpreter		001 000 512 General Fund	140.00	Spanish Interpreting (2 Hrs) 8Z0597273, 9Z0760505

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20786	11/25/2019	12/10/2019	3573		
			Copiers Northwest Inc	381.97	Copier Usage November 2019 - City Hall, Court, Parks / Rec, Public Works
512 50 45 00	Oper Rentals - Copier - Coi		001 000 512 General Fund	22.80	Court 11/2019
518 10 45 00	Oper Rentals - Copier - No		001 000 518 General Fund	151.50	CH 11/2019
531 50 45 00	Oper Rentals - Copier - Sto		415 000 531 Storm Drain	39.56	PW 11/2019
534 10 45 02	Oper Rentals - Copier - Wa		425 000 534 Water Fund (de	39.56	PW 11/2019
535 10 45 00	Oper Rentals - Copier - Sev		430 000 535 Sewer Fund (de	39.59	PW 11/2019
542 30 45 00	Oper Rentals - Copier - Str		101 000 542 City Street Fun	39.56	PW 11/2019
571 10 45 01	Oper Rentals - Copier - Rec		001 000 571 General Fund	44.46	REC 11/2019
576 80 45 00	Oper Rentals - Copier - Par		001 000 576 General Fund	4.94	Parks 11/2019
20801	11/25/2019	12/10/2019	3573		
			Copiers Northwest Inc	36.39	Copier Usage 10/14/19 - 11/13/19 Police
521 22 45 00	Oper Rentals - Copier - Pol		001 000 521 General Fund	36.39	Copier Usage 10/14/19 - 11/13/19 Police
			Total Copiers Northwest Inc	418.36	
20842	12/02/2019	12/10/2019	3589		
			Databar Inc	668.85	December Insert Printing And Composition
531 50 49 03	Printing & Binding-Storm		415 000 531 Storm Drain	222.95	December Insert Printing And Composition
534 10 49 04	Printing & Binding - Water		425 000 534 Water Fund (de	222.95	December Insert Printing And Composition
535 10 49 03	Printing & Binding - Sewer		430 000 535 Sewer Fund (de	222.95	December Insert Printing And Composition
20785	11/25/2019	12/10/2019	333		
			Deal Jr, Robert	9.00	Parking Reimbursement For CSO Pre-Employment Background Check
521 22 43 00	Travel - Police		001 000 521 General Fund	9.00	Parking Reimbursement For CSO Pre-Employment Background Check - R. Deal
20835	12/02/2019	12/10/2019	3601		
			Dept Of Transportation	69.90	P#57 Alameda Grind & Overlay Proj. Management
595 10 63 06	Project Eng - Alameda Reg		101 000 594 City Street Fun	69.90	P#57 Alameda Grind & Overlay Proj. Management 10/2019
20790	11/25/2019	12/10/2019	8610		
			F & L Building Maintenance, LLC	3,200.00	December 2019 Janitorial Services
518 30 41 01	Contract Maintenance		001 000 518 General Fund	3,200.00	12/2019 Janitorial Services
20846	12/02/2019	12/10/2019	3638		
			Fircrest Golf Club	1,287.78	Golf Tank Land Rental December 2019
534 10 45 01	Land Rental/Water Tank		425 000 534 Water Fund (de	1,287.78	Golf Tank Land Rental 12/2019
20837	12/02/2019	12/10/2019	3642		
			Flags A' Flying LLC	347.13	Holiday Flags (8)
542 80 31 05	Banners/Flags		101 000 542 City Street Fun	347.13	Holiday Flags (8)

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20777	11/25/2019	12/10/2019	5368	Gollinger, Barbara	50.00 Reimbursement For Wellness Planning Lunch
	517 90 31 01	Health Program - Supplies	001 000 517	General Fund	50.00 Reimbursement For Wellness Planning Lunch - B. Gollinger
20784	11/25/2019	12/10/2019	6774	Greenleaf Landscaping 1 Inc	4,252.06 Monthly Landscape Service November 2019
	518 30 41 01	Contract Maintenance	001 000 518	General Fund	3,146.52 Monthly Landscape Service 11/2019
	542 80 49 03	Beautification Services (co	101 000 542	City Street Fun	1,105.54 Monthly Landscape Service 11/2019
20860	12/05/2019	12/10/2019	8836	Harris, Celeste	67.00 Library Reimbursement 1 Year
	572 21 49 00	Library Services	001 000 572	General Fund	67.00 Library Reimbursement 1 Year
20838	12/02/2019	12/10/2019	3692	Home Depot Credit Services	195.61 Water And Beautification Supplies
	534 50 31 01	Oper Supplies - Water Mai	425 000 534	Water Fund (de	75.71 Water Supplies
	542 80 31 01	Operating Supplies - St Bea	101 000 542	City Street Fun	119.90 Beautification Supplies
20793	11/25/2019	12/10/2019	8821	Howe, Ann	60.00 Refund Of Basketball Fees (Unable To Play)
	347 60 00 01	Youth Basketball Registrati	001 000 340	General Fund	-60.00 Refund Of Basketball Fees (Unable To Play)
20847	12/02/2019	12/10/2019	2249	Hummel, Kevin	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
20865	12/05/2019	12/10/2019	3791	Lowe's Company-#338954	182.23 Bottled Water For Crew (52 Cases)
	531 50 31 02	Oper Supplies - Storm	415 000 531	Storm Drain	45.55 Bottled Water For Crew (52 Cases)
	534 50 31 01	Oper Supplies - Water Mai	425 000 534	Water Fund (de	45.56 Bottled Water For Crew (52 Cases)
	535 50 31 01	Oper Supplies - Sewer Mai	430 000 535	Sewer Fund (de	45.56 Bottled Water For Crew (52 Cases)
	542 30 31 02	Oper Supplies - Street Reg	101 000 542	City Street Fun	45.56 Bottled Water For Crew (52 Cases)
20866	12/05/2019	12/10/2019	3791	Lowe's Company-#338954	292.25 Christmas Lights For City Hall
	518 30 31 04	Oper Sup/CH	001 000 518	General Fund	292.25 Christmas Lights - CH
20867	12/05/2019	12/10/2019	3791	Lowe's Company-#338954	596.74 Christmas Lights And Decor For Regents / Alameda Island
	542 80 31 01	Operating Supplies - St Bea	101 000 542	City Street Fun	596.74 Christmas Lights And Decor For Regents / Alameda Island
				Total Lowe's Company-#338954	1,071.22
20792	11/25/2019	12/10/2019	8516	Lutheran Community Services Northwest	125.00 November 2019 Ad For Holiday Bazaar
	573 90 49 01	Community Events	001 000 573	General Fund	125.00 November 2019 Ad For Holiday Bazaar

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20800	11/25/2019	12/10/2019	3816		
			Marv's Backhoe Service	714.35	Dig Sewer Main Connection - 129 Eldorado
	535 50 48 00 Rep & Maint - Sewer Main		430 000 535 Sewer Fund (de	714.35	Dig Sewer Main Connection - 129 Eldorado
20831	12/02/2019	12/10/2019	7196		
			Materials Testing & Consulting Inc	1,710.00	P#60 Pool And Bathhouse Materials Testing November 2019
	594 76 63 03 Other Improvements		301 000 594 Park Bond Capi	1,710.00	P#60 Pool And Bathhouse Materials Testing 11/2019
20851	12/03/2019	12/10/2019	8241		
			McBride, Corey	57.10	05-02530.1 - 1055 SUNRISE LANE
	343 10 00 00 Storm Drain Fees & Charge		415 000 340 Storm Drain	-23.01	
	343 40 00 00 Sale Of Water		425 000 340 Water Fund (de	-22.53	
	343 50 00 00 Sewer Revenues		430 000 340 Sewer Fund (de	-11.56	
20839	12/02/2019	12/10/2019	6369		
			McLendon Hardware Inc (Tacoma)	528.70	Spotlights For Regents / Alameda Island (24)
	542 80 31 04 Beautification-Supplies		101 000 542 City Street Fun	528.70	Spotlights For Regents / Alameda Island (24)
20859	12/05/2019	12/10/2019	7635		
			Nappi, Jessica	25.00	Gym Fees Reimbursement (Dec)
	513 10 20 00 Personnel Benefits		001 000 513 General Fund	16.75	Gym Fees Reimbursement (Dec) - J. Nappi
	518 11 20 00 Personnel Benefits - Person		001 000 518 General Fund	8.25	Gym Fees Reimbursement (Dec) - J. Nappi
20871	12/06/2019	12/10/2019	3902		
			Now Environmental Service	475.00	Lead Assessment On City Flag Poles
	518 30 48 01 Rep & Maint - Rec Bldg		001 000 518 General Fund	237.50	Lead Assessment On City Flag Poles - Alice Peers Park
	518 30 48 04 Rep & Maint - PSB		001 000 518 General Fund	237.50	Lead Assessment On City Flag Poles - PSB
20850	12/03/2019	12/10/2019	7057		
			O'Connell, Toshikazu	259.77	07-00136.1 - 125 MAPLE ST
	343 10 00 00 Storm Drain Fees & Charge		415 000 340 Storm Drain	-73.20	
	343 40 00 00 Sale Of Water		425 000 340 Water Fund (de	-68.37	
	343 50 00 00 Sewer Revenues		430 000 340 Sewer Fund (de	-118.20	
20783	11/25/2019	12/10/2019	7110		
			Okazaki, Cory	67.00	Library Reimbursement 1 Year
	572 21 49 00 Library Services		001 000 572 General Fund	67.00	Library Reimbursement 1 Year
20782	11/25/2019	12/10/2019	3958		
			PC Budget & Finance - Jail	1,257.24	October 2019 Jail Services
	523 60 40 01 Jail		001 000 523 General Fund	1,257.24	10/2019 Jail Services
20804	11/25/2019	12/10/2019	8626		
			Pacific Office Automation Inc	120.83	December 2019 Postage Meter Rental
	518 10 42 01 Postage - Non-Dept		001 000 518 General Fund	120.83	12/2019 Postage Meter Rental
20869	12/05/2019	12/10/2019	8626		
			Pacific Office Automation Inc	250.00	Service Call Labor 11/20/19 (2 Hrs)
	518 10 42 01 Postage - Non-Dept		001 000 518 General Fund	250.00	Service Call Labor 11/20/19 (2 Hrs)

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			Total Pacific Office Automation Inc	370.83	
20843	12/02/2019	12/10/2019	8182 Peterson, Darwin	67.00	Library Reimbursement 1 Year
572 21 49 00	Library Services	001 000 572	General Fund	67.00	Library Reimbursement 1 Year
20863	12/05/2019	12/10/2019	3955 Petrocard Systems Inc	163.01	Gas / Fuel November 2019
548 65 31 13	Storm Gas	501 000 548	Equipment Ren	163.01	Storm 11/2019
20858	12/05/2019	12/10/2019	7839 Pingel, Scott	100.00	Gym Reimbursement (Sep - Dec)
513 10 20 00	Personnel Benefits	001 000 513	General Fund	100.00	Gym Reimbursement (Sep - Dec) - S. Pingel
20822	12/02/2019	12/10/2019	4683 Puyallup, City of	100.05	October 2019 Jail Services
523 60 40 01	Jail	001 000 523	General Fund	100.05	10/2019 Jail Services
20795	11/25/2019	12/10/2019	8822 Quenga, Pete	250.00	Refund Rental Deposit Quenga 11/9/19
586 00 00 00	Deposit Refunds	001 000 580	General Fund	250.00	Refund Rental Deposit Quenga 11/9/19
20845	12/02/2019	12/10/2019	5710 Rainier Connect, Mashell Telecom	106.95	Internet Access Fee December 2019
518 81 42 00	Communication - I/S	001 000 518	General Fund	106.95	Internet 12/2019
20789	11/25/2019	12/10/2019	8820 Robert Neathery	174.80	Vietnamese Interpreting (2 Hrs)
512 50 41 03	Prof Srvs - Interpreter	001 000 512	General Fund	174.80	Vietnamese Interpreting (2 Hrs) 9Z0983626,9Z0853469
20797	11/25/2019	12/10/2019	337 Roberts, Christopher	12.07	Firearm Cleaning Supplies
521 22 31 00	Office & Oper Sup - Police	001 000 521	General Fund	12.07	Firearm Cleaning Supplies
20830	12/02/2019	12/10/2019	337 Roberts, Christopher	1,194.00	Tuition Reimbursement CJA / 444
521 22 49 02	Reg & Tuition - Police	001 000 521	General Fund	1,194.00	Tuition Reimbursement CJA / 444 - C. Roberts
			Total Roberts, Christopher	1,206.07	
20778	11/25/2019	12/10/2019	4035 Sarco Supply	106.99	Janitorial Supplies - Public Safety Building
518 30 31 02	Oper Sup/PSB Bldg	001 000 518	General Fund	106.99	Janitorial Supplies - PSB
20779	11/25/2019	12/10/2019	4035 Sarco Supply	158.59	Janitorial Supplies - Rec
518 30 31 01	Oper Sup/Rec Bldg	001 000 518	General Fund	158.59	Janitorial Supplies - REC

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20788	11/25/2019	12/10/2019	4035		
			Sarco Supply	313.22	Replacement Wheels (2) For Gym Floor Cleaner
518 30 31 01	Oper Sup/Rec Bldg	001 000 518	General Fund	313.22	Replacement Wheels (2) For Gym Floor Cleaner
Total Sarco Supply				578.80	
20780	11/25/2019	12/10/2019	8403		
			Schmidtke, Judy A	21.23	Mileage Reimbursement (October 2019)
573 90 49 01	Community Events	001 000 573	General Fund	21.23	Mileage Reimbursement (Oct 2019) - J. Schmidtke
20852	12/04/2019	12/10/2019	8048		
			Self, Phil	65.01	01-02680.1 - 116 FARALLONE AVE
343 10 00 00	Storm Drain Fees & Charge	415 000 340	Storm Drain	-14.48	
343 40 00 00	Sale Of Water	425 000 340	Water Fund (de	-15.53	
343 50 00 00	Sewer Revenues	430 000 340	Sewer Fund (de	-35.00	
20833	12/02/2019	12/10/2019	7308		
			SiteCrafting Inc	99.00	Monthly Hosting Cityoffircrest.net 11/15/19
518 81 41 02	Web Design & Maintenanc	001 000 518	General Fund	99.00	Monthly Hosting Cityoffircrest.net 11/15/19
20823	12/02/2019	12/10/2019	4690		
			Sound Inspections	2,300.37	Inspections, Mileage And Calls November 2019
524 20 41 01	Bldg Inspec/Plan Review	001 000 524	General Fund	2,300.37	11/2019
20840	12/02/2019	12/10/2019	326		
			Stahlnecker, Angelie	109.00	PDF Software Renewal
524 20 31 00	Office & Oper Sup-Bldg	001 000 524	General Fund	54.50	PDF Software Renewal - A. Stahlnecker
558 60 31 00	Office & Oper Sup-Plan	001 000 558	General Fund	54.50	PDF Software Renewal - A. Stahlnecker
20828	12/02/2019	12/10/2019	4084		
			Staples Business Advantage	141.32	Central Supplies
518 10 34 01	Central Office Supplies	001 000 518	General Fund	141.32	Central Supplies
20848	12/02/2019	12/10/2019	4084		
			Staples Business Advantage	98.79	Court Supplies
512 50 31 00	Office & Oper Sup-Court	001 000 512	General Fund	98.79	Court Supplies
Total Staples Business Advantage				240.11	
20826	12/02/2019	12/10/2019	4107		
			Summit Law Group	324.00	Legal Consulting For Police Guild October 2019
521 22 41 00	Prof. Services/Consulting	001 000 521	General Fund	324.00	Legal Consulting For Police Guild 10/2019
20829	12/02/2019	12/10/2019	4110		
			Superior Linen Service	157.72	Linen Service 11/07/19 And 11/21/19
576 80 49 00	Miscellaneous - Parks	001 000 576	General Fund	157.72	Linen Service 11/07/19 And 11/21/19
20798	11/25/2019	12/10/2019	4135		
			Tacoma Screw Products Inc	32.85	#60915 Repair Parts
548 65 48 13	O & M - Storm	501 000 548	Equipment Ren	32.85	#60915 Repair Parts

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20861	12/05/2019	12/10/2019	8003		
			Tsakamoto, Gale	67.00	Library Reimbursement 1 Year
	572 21 49 00	Library Services	001 000 572 General Fund	67.00	Library Reimbursement 1 Year
20844	12/02/2019	12/10/2019	5934		
			US Bank, City Hall Account	131.88	City Hall Charges Through 11/27
	514 23 35 00	Small Tools & Equip - Fin	001 000 514 General Fund	131.88	SAA #1741 Table For FD Office
20796	11/25/2019	12/10/2019	8484		
			US Bank, Recreation Dept Account	522.39	Rec Charges Through 11/15/19
	573 90 49 01	Community Events	001 000 573 General Fund	522.39	Holiday Bazaar Signs (50), Christmas Decor, Senior Thanksgiving Supplies
20870	12/05/2019	12/10/2019	8484		
			US Bank, Recreation Dept Account	13.18	Rec Charges Through 11/22/19
	573 90 49 01	Community Events	001 000 573 General Fund	13.18	Halloween CD For Pumpkin Patch
			Total US Bank, Recreation Dept Account	535.57	
20791	11/25/2019	12/10/2019	4172		
			Union 76 Royal	35.75	#60942 Gas - Card Reader Not Working
	548 65 31 08	Police Gas	501 000 548 Equipment Ren	35.75	#60942 Gas - Card Reader Not Working
20841	12/02/2019	12/10/2019	4178		
			University Place Refuse Inc	987.00	Dump Fees - Street Sweeping And Brush Clean-up
	531 50 47 01	Dumping Fees - Storm	415 000 531 Storm Drain	777.00	Dump Fees - Street Sweeping
	542 30 47 01	Dumping Fees - Street	101 000 542 City Street Fun	210.00	Dump Fees - Brush Clean-Up
20834	12/02/2019	12/10/2019	4179		
			Unum Life Insurance Company of America	46.80	Retired Benefits December 2019
	521 22 20 02	LEOFF I Long Term Care l	001 000 521 General Fund	46.80	Police 0220603-011 12/2019
20864	12/05/2019	12/10/2019	3645		
			WEX BANK, Wright Express FSC	2,337.15	Gas / Fuel November 2019
	548 65 31 06	Facilities Gas	501 000 548 Equipment Ren	68.49	Facilities 11/2019
	548 65 31 08	Police Gas	501 000 548 Equipment Ren	1,389.39	Police 11/2019
	548 65 31 11	Parks/Rec Gas	501 000 548 Equipment Ren	78.37	Parks 11/2019
	548 65 31 12	Street Gas	501 000 548 Equipment Ren	583.10	Street 11/2019
	548 65 31 14	Wtr/Swr Gas	501 000 548 Equipment Ren	217.80	W / S 11/2019
20794	11/25/2019	12/10/2019	4256		
			Winning Seasons	448.40	Staff Shirts And Sweatshirts (16)
	571 10 49 00	Miscellaneous - Rec	001 000 571 General Fund	448.40	Staff Shirts & Sweatshirts (16)
			Report Total:	67,764.17	
			Fund		

ACCOUNTS PAYABLE

City Of Fircrest
MCAG #: 0583

As Of: 12/10/2019

Time: 10:02:54 Date: 12/06/2019
Page: 9

Accts

Pay #	Received	Date Due	Vendor	Amount	Memo
			001 General Fund	21,272.56	
			101 City Street Fund	3,745.21	
			301 Park Bond Capital Fund	1,710.00	
			415 Storm Drain	1,497.35	
			425 Water Fund (department)	4,705.13	
			426 Water Improvement Fund	30,112.60	
			430 Sewer Fund (department)	2,061.29	
			501 Equipment Rental Fund	2,660.03	

This report has been reviewed by:

REMARKS:

Signature & Title

Date

CALL TO ORDER, PLEDGE OF ALLEGIANCE AND ROLL CALL

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

AGENDA MODIFICATIONS

There were none.

TACOMA SCHOOL DISTRICT BOARD PRESENTATION

Morris Aldridge, Executive Director of Planning & Construction and Transportation with the Tacoma School District, briefed the Council on the facts and information of Proposition 1: Neighborhood School Improvement & Safety Upgrades. The presentation included goals and benefits, neighborhood school replacements, major renovations, district-wide school improvements, and bond dollar allocation. There was a brief discussion on bond dollar allocation, swing sites, financial impact to property owners, access to fields, timeline, and Council endorsement of the proposition. Council invited Aldridge to return to Council for more information as it became available.

LEGISLATIVE AGENDA DISCUSSION

City Manager Pingel requested Council feedback on establishing and adopting a legislative agenda to inform legislators of the City's capital and policy priorities. Pingel indicated staff would submit budget requests for water meter reading technology, parks and recreation capital projects, and community center. After a brief discussion, there was a general discussion to review County and other localities agendas, and to tie back priorities to goals for effectiveness.

ADJOURNMENT

Viafore MOVED to adjourn the meeting at 6:59 P.M., seconded by Reynolds. The Motion Carried (6-0 with George absent).

Denny Waltier, Mayor Pro Tempore

Jessica Nappi, City Clerk

**NEW BUSINESS: 2019 Budget Adjustment 2nd Reading and Adoption
ITEM 10A.**

FROM: Colleen Corcoran, Finance Director

RECOMMENDED MOTION: I move to adopt Ordinance No. _____, authorizing additional expenditures of funds for matters not foreseen at the time of filing the annual budget for 2019.

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: [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>
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

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: **Communications Services Agreement**
ITEM 10B.

FROM: **John Cheesman, Police Chief**

RECOMMENDED MOTION: **I move to adopt Resolution No. _____, authorizing the City Manager to execute a Communications Services Agreement with South Sound 911 Public Authority for Public Safety Communications.**

PROPOSAL: The Council is being asked to adopt a resolution with South Sound 911 Public Authority which will allow the Fircrest Police Department establishing the terms and conditions under which SS911 will provide Communication Services.

The one change to the agreement from last year is in paragraph #7 in the document. The language change is due to the change in their governance/charter.

FISCAL IMPACT: The cost for South Sound 911 services for 2020 is \$85,629, which is based on calls For service and population. The amount has been budget for in the 2020 Budget. Of interesting note is that in 2012 we paid \$89,607 for these services.

ADVANTAGE: The Law Enforcement Support Agency (LESA) ceased operation on December 31, 2012. LESA has been replaced by South Sound 911. South Sound 911 is currently the only organization available that can provide these vital services to our Police Department.

DISADVANTAGES: None identified.

ALTERNATIVES: None identified.

HISTORY: The City had a contract with LESA from 1974 -2012 for information and dispatch, services. LESA was replaced by South Sound 911 on January 1, 2013.

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

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIRCREST,
WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE
AN AGREEMENT WITH SOUTH SOUND 911 TO PROVIDE
COMMUNICATION SERVICES TO THE FIRCREST POLICE
DEPARTMENT.**

WHEREAS, the Fircrest Police Department is in need of communication services; and

WHEREAS, South Sound 911 will provide communications services, including 24-hour dispatch for the City of Fircrest Police Department; and

WHEREAS, the City desires to enter into an agreement for the purpose of establishing conditions under which South Sound 911 will provide communication services. Now, Therefore,

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

Section 1. The City Manager is hereby authorized and directed to execute the agreement with South Sound 911 for communication services.

**APPROVED AND ADOPTED 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:

City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

**SOUTH SOUND 911
LAW ENFORCEMENT
COMMUNICATION SERVICES AGREEMENT**

THIS AGREEMENT is entered between SOUTH SOUND 911 PUBLIC AUTHORITY (hereinafter “SS911”) and the FIRCREST POLICE DEPARTMENT (hereinafter “Law Enforcement Agency”) for 911 public safety communications.

WHEREAS, SS911 is an independent legal public entity created pursuant to RCW 35.21 and chartered by the City of Tacoma to provide Communication Services, including 24-hour dispatch for law enforcement; and

WHEREAS, Law Enforcement Agency is in need of Communication Services; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of establishing the terms and conditions under which SS911 will provide Communication Services;

NOW, THEREFORE the Parties agree as follows:

1. Effective Date and Duration. This Agreement shall be effective January 1, 2020, and shall be in full force and effect until terminated under the Termination section below.
2. Communication Services. SS911 shall provide the following services:
 - A. Receive and accept emergency and routine police calls from within the boundaries of areas served by Law Enforcement Agency.
 - B. Handle calls according to procedures established by SS911 with input from Law Enforcement Agency.
 - C. Maintain radio and support communications with Law Enforcement Agency from the time of the initial call until the conclusion of the emergency and provide additional assistance as needed.
 - D. Record and maintain a record of radio and telephone communications relating to all emergency incidents according to the procedures established by SS911.
 - E. The services shall be provided twenty-four (24) hours per day; seven (7) days per week, during the term of this Agreement.
3. Law Enforcement Agency Responsibilities. During the duration of this Agreement, Law Enforcement Agency shall:
 - A. Comply with the standard operating procedures for services as may be established from time to time by SS911 with input from Law Enforcement Agency.

- B. Be responsible for maintaining its equipment. Any phone line or device charges for SS911 to share data shall be the responsibility of Law Enforcement Agency.
 - C. Provide and maintain, at its expense, a licensed operational radio base transmitter with appropriate controls and the designated telephone communication line to SS911.
 - D. Maintain a unit identification system mutually agreed upon by Law Enforcement Agency and SS911.
 - E. Comply with applicable Criminal Justice Information Services (CJIS) and State ACCESS policies and requirements related to SS911 services.
 - F. Authorize SS911 to provide service within Law Enforcement Agency's jurisdiction.
4. Fees for Services. Law Enforcement Agency agrees to pay at least quarterly for services based on the fee schedule approved by the SS911 Governing Board. SS911 shall attempt to give at least three months advance notice of any change to its fee schedule. Law Enforcement Agency shall be notified of the fee schedule by electronic mail and it will be deemed received if email transmission was successful. It is the responsibility of the Law Enforcement Agency to notify SS911 if the fee schedule was not received.
5. Records. SS911 shall maintain all records, reports, and documents created, held and maintained under this Agreement and the services provided hereunder in accordance with RCW 42.56 (Public Records Act) and RCW 40.14 (Preservation and Destruction of Public Records) and all other applicable federal and state regulations and SS911 policies. Upon receiving a request for a record, SS911 may notify the Law Enforcement Agency regarding the request prior to its release. In the event the Law Enforcement Agency requests the record be withheld or redacted, the Law Enforcement Agency shall be liable for any and all claims, costs, or attorney's fees incurred by SS911 in complying with the Law Enforcement Agency's request.
6. Indemnification. Law Enforcement Agency agrees to defend, indemnify and hold harmless SS911, its officers, agents and employees from and against any and all loss, damage, injury, liability suits and proceedings however caused, arising directly from, or indirectly out of, any action or conduct of the Law Enforcement Agency in the exercise or enjoyment of this Agreement.
- SS911 agrees to defend, indemnify and hold harmless Law Enforcement Agency from and against any and all loss, damage, injury, liability suits and proceedings however caused, arising directly from, or indirectly out of, any action or conduct of SS911 in the exercise or enjoyment of this Agreement.
7. Termination. This Agreement may be terminated by either Party submitting written notice to the other Party by September 1 of any year, to be effective at the end of the following

calendar year. Termination of service by SS911 may occur immediately if Law Enforcement Agency fails to pay for service or if Law Enforcement Agency violates the terms and conditions of service as determined by the SS911 Governing Board.

8. Notices. Except for routine operational communications, which may be delivered personally or transmitted by electronic mail, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

SS911	LAW ENFORCEMENT AGENCY
Janet Caviezel South Sound 911 Budget & Finance 955 Tacoma Avenue South, Suite 102 Tacoma, WA 98402	John Cheesman City of Fircrest 115 Ramsdell Street Fircrest, WA 98466
Phone: (253)798-2970	Phone: (253) 565-1198
Fax: (253)798-7874	Fax: (253) 564-2538
Email: Janet.Caviezel@SouthSound911.org	Email: jcheesman@cityoffircrest.net

9. Miscellaneous Provisions.

- A. Governing Law and Venue. Washington State law shall govern the interpretation of this Agreement. Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Agreement.
- B. Assignment. The Law Enforcement Agency shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Agreement or for any of the compensation due hereunder without the prior written consent of SS911.
- C. No Third Party Beneficiaries. This Agreement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.
- D. Waiver. A waiver or failure by either party to enforce any provision of this Agreement shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Agreement.
- E. Severability and Survival. If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.
- F. Entire Agreement. This Agreement contains the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Agreement are superseded hereby.
- G. Modification. No modification or amendment of this Agreement shall be effective unless set forth in writing and signed by the Parties.

NEW BUSINESS: **Use of CCN Radio System Access Contract Amendment**
ITEM 10C.

FROM: **John Cheesman, Police Chief**

RECOMMENDED MOTION: **I move to adopt Resolution No. _____, authorizing the City Manager to execute a System Access and Use Agreement between Pierce Transit-Pierce County Combined Communications Network and the City of Fircrest.**

PROPOSAL: The CCN system is incorporated into the South Sound 911 system but owned by the Pierce Transit-Pierce County. The System Access and Use Agreement describes the access to approved mobile and portable radios and associated approved equipment to the CCN Single County-Wide Communication System. This is an essential system for the City's police department, and is heavily subsidized by South Sound 911.

FISCAL IMPACT: There will be no increase from the 2019 fee; the assessment for use of the system for 2020 is \$7,938.

ADVANTAGE: The CCN systems have provided true interoperability with surrounding police and fire agencies. This translates into increased safety for our officers and more reliable services for our citizens.

DISADVANTAGES: None identified.

ALTERNATIVES: None identified.

HISTORY: Before South Sound 911, the City used Pierce County Radio Communication for communication infrastructure. As CCN is part of the South Sound 911 infrastructure, the City is able to use the system, and a large part of the cost is absorbed by South Sound 911.

ATTACHMENTS: [Resolution](#)
[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 SYSTEM ACCESS AND USE AGREEMENT BETWEEN PIERCE
TRANSIT-PIERCE COUNTY COMBINED COMMUNICATIONS
NETWORK AND THE CITY OF FIRCREST.**

WHEREAS, the City of Fircrest believes it to be in the best interest of our citizens to continue to contract with Pierce Transit-Pierce County for City and County radio coverage and communication infrastructure; and

WHEREAS, the City of Fircrest Police Department desires access to the Single County-Wide Communication System for public safety, first responder, and public service communications, and to use its approved mobile and portable radios and associated approved equipment. 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 System Access and Use Agreement between Pierce Transit-Pierce County Combined Communications Network and the City of Fircrest from January 1, 2020 through December 31, 2020.

**APPROVED AND ADOPTED 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:

City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

AMENDMENT #1
TO THE CITY OF FIRCREST AGREEMENT FOR RADIO SYSTEM ACCESS
Contract CC-101872

THIS AGREEMENT is made and entered into by the Combined Communications Network and City of Fircrest.

WHEREAS, the parties have previously entered into an agreement dated April 7, 2019 for system access to the Combined Communications Network Single County-wide Communication System.

WHEREAS, the parties desire to amend the agreement in consideration of the mutual benefits and advantages to be derived by each of the parties,

IT IS HEREBY AGREED as follows: Extend to agreement through December 31, 2020 and maintain the value of the agreement by \$7,938 for 21 subscriber units with an annual fee of \$378.

All other terms and conditions of the agreement and all supplements and modifications thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement, on the day and year last specified below.

CITY OF FIRCREST:

Scott Pingel, City Manager
(Signature)

Title of Signatory Authorized by Firm Bylaws

Mailing Address: 115 Ramsdell Street

Fircrest, WA 98466

Federal Tax ID or Social Security Number:

PIERCE COUNTY:

Approved as to legal form only:

DEPUTY PROSECUTING ATTORNEY Date

APPROVED:

FINANCE Date

DEPARTMENT DIRECTOR Date

COUNTY EXECUTIVE Date
(*\$250,000 or more*)

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
Jessica Nappi, City Clerk

NEW BUSINESS: Ruston Court Contract Amendment
ITEM 10D.

FROM: Scott Pingel, City Manager

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute Amendment #1 to the Court Services contract with the City of Ruston.

PROPOSAL: This motion is to authorize the City Manager to execute Amendment #1 to the Ruston Court Services contract.

FISCAL IMPACT: This amendment increases revenue from the Ruston Court from \$232,000 to \$236,000, which is a CPI adjustment only at this time.

ADVANTAGE: The advantage of this contract is that the City of Fircrest is able to serve a neighboring city and provide a win-win situation for both communities with regards to Municipal Court Services wherein both communities are able to take advantage of economies of scale.

DISADVANTAGES: one identified.

ALTERNATIVES: Not increasing the cost to Ruston for Court Services.

HISTORY: Starting in January 2019, the City of Fircrest began performing Court Services for the City of Ruston. The initial contract was for \$232,000. The proposed increase is a CPI increase only.

ATTACHMENTS: [Resolution](#)
[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 #1 TO THE INTERLOCAL AGREEMENT WITH THE
CITY OF RUSTON FOR THE CITY OF FIRCREST TO PROVIDE
COURT SERVICES TO THE CITY OF RUSTON.**

WHEREAS, the City of Ruston has a need to contract out their municipal court services; and

WHEREAS, the City of Fircrest and the City of Ruston entered into an interlocal agreement effective November 1, 2018 through December 31, 2019 for the provision of municipal court, prosecution and public defender services; and

WHEREAS, both cities wish to continue this agreement. 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 #1 to the interlocal agreement with the City of Ruston for the City of Fircrest to provide court services to the City of Ruston.

**APPROVED AND ADOPTED 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:

City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

AMENDMENT #1

**TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF FIRCREST AND THE
CITY OF RUSTON FOR THE PROVISION OF MUNICIPAL COURT, PROSECUTION
AND PUBLIC DEFENDER SERVICES**

This Amendment #1 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 Ruston, a Washington municipal corporation, hereafter referred to as "Ruston," to be effective January 1, 2020.

The parties hereby amend their existing Agreement as follows:

The purpose of this first amendment is to amend the November 1, 2018 agreement. This amendment is limited to the amendments as set forth herein. All of the remaining terms and conditions of the November 1, 2018 agreement as amended shall remain in full force and effect. The amendments are as follows:

1. **Section H. Term** is hereby amended to read as follows:

The initial term of this Agreement is November 1, 2018 through December 31, 2019 with the parties consulting on a regular basis to establish whether amendments are needed to achieve the best results possible for both parties. Without such notice by October 1st of each year the Agreement will automatically renew as is for the following fiscal year. 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.

2. **Subsection 1 of Section D. Financial Provisions** is hereby amended to read as follows:

In the event that Ruston appoints Fircrest's judge as judge of the Ruston Municipal Court, Ruston shall pay to Fircrest an annual fee of \$236,000. The annual fee shall be determined based on the cost of the Fircrest Municipal Court and includes factors such as the cost of the courts system and administrative costs associated with running the court. The fee will be reviewed and adjusted on an annual basis. Ruston shall be notified of the changes to the calculation of court costs and administrative costs. This fee shall be invoiced and paid monthly.

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

Scott Pingel, City Manager

Dated: _____

Attest:

Jessica Nappi
City Clerk

Approved As To Form:

Michael B. Smith, City Attorney

CITY OF RUSTON

Bruce Hopkins, Mayor

Dated: _____

Attest:

Judy Grams
City Clerk

Approved As To Form:

Jennifer Robertson, City Attorney

NEW BUSINESS: Alameda Avenue Overlay TIB Agreement
ITEM 10E.

FROM: Jerry Wakefield, Public Works Director

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute an agreement with TIB to accept the grant in the amount of \$574,447.00 for funding the Alameda Avenue Overlay Project.

PROPOSAL: The Council is being asked to authorize the City Manager to execute an agreement with the Transportation Improvement Board (TIB) to accept the grant in the amount of \$574,447.00 for funding the Alameda Avenue Overlay Project.

FISCAL IMPACT: The adopted 2020 budget has this project included, so the funds for the matching funds are approved.

ADVANTAGE: Allows the City to make needed improvements to this roadway and preserve the roadway surface.

DISADVANTAGES: None.

ALTERNATIVES: Not accept the grant and either not do the project or fund it with our own resources.

HISTORY: This project is on the City's adopted six-year transportation improvement plan that was approved by the Council in June of 2019. An application was submitted to the Transportation Improvement Board in August of 2019. In the application the scope of the project was stated as Overlay of Alameda Avenue from Regents to Electron including four ADA curb ramps. This is a full width overlay from curb to curb. This project includes the design phase which has not be completed. Driveway improvements that were proposed in the application were not funded as this project is strictly a pavement restoration project.

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

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIRCREST,
WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE
AN AGREEMENT WITH THE TRANSPORTATION IMPROVEMENT
BOARD TO ACCEPT THE GRANT IN THE AMOUNT OF \$574,447.00
FOR FUNDING THE ALAMEDA AVENUE OVERLAY PROJECT.**

WHEREAS, the City of Fircrest had submitted an application to the Transportation Improvement Board (TIB) for the Alameda Avenue Overlay Project; and

WHEREAS, the City of Fircrest has secured the necessary funding to finance the matching funds for the grant; and

WHEREAS, the City has identified this project in the six-year Transportation Improvement Plan. 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 with TIB to accept the grant in the amount of \$574,447.00 for funding the Alameda Avenue Overlay Project.

**APPROVED AND ADOPTED 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:

City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney



Washington State Transportation Improvement Board

TIB Members

Chair
Mayor Glenn Johnson
City of Pullman

Vice Chair
Commissioner Richard Stevens
Grant County

Amy Asher
RiverCities Transit

Alyssa Ball
Office of Financial Management

Aaron Butters, P.E.
HW Lochner Inc.

Barbara Chamberlain
WSDOT

Elizabeth Chamberlain
City of Walla Walla

Mike Dahlem P.E.
City of Sumner

Sue Dreier
Pierce Transit

John Klekotka, P.E.
Port of Everett

Commissioner Robert Koch
Franklin County

John Koster
County Road Administration Board

Colleen Kuhn
Human Services Council

Mark Kulaas
Douglas County

Mayor Ron Lucas
Town of Steilacoom

Mick Matheson, P.E.
City of Mukilteo

David Ramsay
Feet First

Steve Roark, P.E.
WSDOT

Councilmember Mike Todd
City of Mill Creek

Jennifer Walker
Thurston County

Ashley Probart
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
Fax: 360-586-1165
www.tib.wa.gov

November 22, 2019

Mr. Jerry Wakefield, P.E.
Public Works Director
City of Fircrest
115 Ramsdell Street
Fircrest, WA 98466-6912

Dear Mr. Wakefield:

Congratulations! We are pleased to announce the selection of your project, FY 2021 Overlay Project, Multiple Locations, TIB project number 3-P-130(003)-1.

Total TIB funds for this project are \$574,447.

Before any work is allowed on this project, you must:

- Verify the information on the Project Funding Status Form, revise if necessary, and sign;
- Sign both copies of the Fuel Tax Grant Distribution Agreement; and
- Return the above items to TIB;

You may only incur reimbursable expenses after you receive approval from TIB.

In accordance with RCW 47.26.084, you must certify full funding by November 22, 2020 or the grant may be terminated. Grants may also be rescinded due to unreasonable project delay as described in WAC 479-05-211.

If you have questions, please contact Greg Armstrong, TIB Project Engineer, at (360) 586-1142 or e-mail GregA@TIB.wa.gov.

Sincerely,

Ashley Probart
Executive Director

Enclosures

CITY OF FIRCREST

DEC 02 2019

RECEIVED



Transportation Improvement Board

Project Funding Status Form

Agency Name **FIRCREST**
Project Name: **FY 2021 Overlay Project**
Multiple Locations

TIB Project Number: **3-P-130(003)-1**

Verify the information below and revise if necessary.

Return to: Transportation Improvement Board • PO Box 40901 • Olympia, WA 98504-0901

PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
FIRCREST	63,828	
WSDOT	0	
Federal Funds	0	
TOTAL LOCAL FUNDS	63,828	

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

Mayor or Public Works Director_____
Signature_____
Date_____
Printed or Typed Name_____
Title**Financial Officer**_____
Signature_____
Date_____
Printed or Typed Name_____
Title



City of Fircrest
3-P-130(003)-1
FY 2021 Overlay Project
Multiple Locations

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Fircrest
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the FY 2021 Overlay Project, Multiple Locations (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Fircrest, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$574,447 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable



amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for costs incurred in excess of the grant amount. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the original ratio between TIB funds and total project costs.



12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer

Date

Executive Director

Date

Print Name

Print Name

NEW BUSINESS: Emerson Avenue Sidewalk Extension TIB Agreement
ITEM 10F.

FROM: Jerry Wakefield, Public Works Director

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute an agreement with TIB to accept the grant in the amount of \$530,190.00 for funding the Emerson Sidewalk Project Extension, Thelma Gilmur Park to Alameda Avenue.

PROPOSAL: The Council is being asked to authorize the City Manager to execute an agreement with Transportation Improvement Board (TIB) to accept the grant in the amount of \$530,190.00 for funding the Emerson Sidewalk Project Extension, Thelma Gilmur Park to Alameda Avenue.

FISCAL IMPACT: The adopted 2020 budget has this project included, so the funds for the matching funds are approved.

ADVANTAGE: Allows the City to make needed improvements to this sidewalk extension along the South side of Emerson from Thelma Gilmur Park to Alameda Avenue.

DISADVANTAGES: None.

ALTERNATIVES: Not accept the grant and either don't do the project or fund it with our own resources.

HISTORY: This project is on the City's adopted six-year transportation improvement plan that was approved by the Council in June of 2019. An application was submitted to the Transportation Improvement Board in August of 2019. In 2017, the Emerson Street sidewalk project was implemented from Orchard Street W to Alameda Avenue. Through that project, the City of Fircrest sought to address the need for a better transportation system, one that is accessible with connections between destinations and designed to encourage healthier lifestyles and independent living, particularly for under-served populations and children. The Emerson Street Sidewalk Extension continues the sidewalk on Emerson Street from Alameda Avenue to Thelma Gilmur Park and fills a sidewalk gap. This project includes the addition of ADA ramps, and a light beacon at the crosswalk at Thelma Gilmur Park to improve the accessibility and safety for school children, transit users, pedestrians and park users. In 2019, the City of University Place is adding ADA ramps and crosswalks at 67th Avenue and Emerson Street to make the crossing safer. Once the last gap is finished, Emerson Street will offer multi-modal travel choices that support safe and convenient access for all users. In addition, Pierce Transit has agreed to provide \$1,500.00 to assist in updating the bus stop along this route. This project includes the design phase which has not been completed.

ATTACHMENTS: [Resolution Agreement](#)

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIRCREST,
WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE
AN AGREEMENT WITH THE TRANSPORTATION IMPROVEMENT
BOARD TO ACCEPT THE GRANT IN THE AMOUNT OF \$530,190.00
FOR FUNDING THE EMERSON SIDEWALK EXTENSION PROJECT.**

WHEREAS, the City of Fircrest had submitted an application to the Transportation Improvement Board (TIB) for the Emerson Sidewalk Extension Project; and

WHEREAS, the City of Fircrest has secured the necessary funding to finance the matching funds for the grant; and

WHEREAS, the City has identified this project in the six-year Transportation Improvement Plan. 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 with TIB to accept the grant in the amount of \$530,190.00 for funding the Emerson Sidewalk Extension Project.

**APPROVED AND ADOPTED 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:

City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney



Washington State Transportation Improvement Board

TIB Members

Chair
Mayor Glenn Johnson
City of Pullman

Vice Chair
Commissioner Richard Stevens
Grant County

Amy Asher
RiverCities Transit

Alyssa Ball
Office of Financial Management

Aaron Butters, P.E.
HW Lochner Inc.

Barbara Chamberlain
WSDOT

Elizabeth Chamberlain
City of Walla Walla

Mike Dahlem P.E.
City of Sumner

Sue Dreier
Pierce Transit

John Klekotka, P.E.
Port of Everett

Commissioner Robert Koch
Franklin County

John Koster
County Road Administration Board

Colleen Kuhn
Human Services Council

Mark Kulaas
Douglas County

Mayor Ron Lucas
Town of Steilacoom

Mick Matheson, P.E.
City of Mukilteo

David Ramsay
Feet First

Steve Roark, P.E.
WSDOT

Councilmember Mike Todd
City of Mill Creek

Jennifer Walker
Thurston County

Ashley Probart
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
Fax: 360-586-1165
www.tib.wa.gov

November 22, 2019

CITY OF FIRCREST

DEC 02 2019

RECEIVED

Mr. Jerry Wakefield, P.E.
Public Works Director
City of Fircrest
115 Ramsdell Street
Fircrest, WA 98466-6912

Dear Mr. Wakefield:

Congratulations! We are pleased to announce the selection of your project, Emerson Street Sidewalk Extension, Thelma Gilmur Park to Alameda Ave, TIB project number P-P-130(P02)-1.

Total TIB funds for this project are \$530,190.

Before any work is allowed on this project, you must:

- Verify the information on the Project Funding Status Form, revise if necessary, and sign;
- Submit the section of your adopted Six Year Transportation Improvement Plan listing this project;
- Sign both copies of the Fuel Tax Grant Distribution Agreement; and
- Return the above items to TIB;

You may only incur reimbursable expenses after you receive approval from TIB.

In accordance with RCW 47.26.084, you must certify full funding by November 22, 2020 or the grant may be terminated. Grants may also be rescinded due to unreasonable project delay as described in WAC 479-05-211.

If you have questions, please contact Greg Armstrong, TIB Project Engineer, at (360) 586-1142 or e-mail GregA@TIB.wa.gov.

Sincerely,

Ashley Probart
Executive Director

Enclosures



Transportation Improvement Board

Project Funding Status Form

Agency Name **FIRCREST**
Project Name: **Emerson Street Sidewalk Extension**
Thelma Gilmur Park to Alameda Ave

TIB Project Number: **P-P-130(P02)-1**

Verify the information below and revise if necessary.

Return to: Transportation Improvement Board • PO Box 40901 • Olympia, WA 98504-0901

PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
FIRCREST	59,077	
WSDOT	0	
Federal Funds	0	
Pierce Transit	1,500	
TOTAL LOCAL FUNDS	60,577	

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

Mayor or Public Works Director

Signature_____
Date_____
Printed or Typed Name_____
Title

Financial Officer

Signature_____
Date_____
Printed or Typed Name_____
Title



City of Fircrest
P-P-130(P02)-1
Emerson Street Sidewalk Extension
Thelma Gilmur Park to Alameda Ave

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Fircrest
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the Emerson Street Sidewalk Extension, Thelma Gilmur Park to Alameda Ave (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Fircrest, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$530,190 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable



amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for costs incurred in excess of the grant amount. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the original ratio between TIB funds and total project costs.



12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer

Date

Executive Director

Date

Print Name

Print Name



THE CITY OF FIRCREST

Personnel Policies and Procedures Manual

Resolution No. _____
Updated _____, 2019

Only the City Manager, Personnel Officer, or department head will provide employment references on current or former City employees. Other employees shall refer requests for references to the appropriate department head, City Manager, or Personnel Officer. References will be limited to verification of employment and salary unless the employee has completed a written waiver or release.

2.11 COMMUNICATIONS WITH CITY COUNCIL

All employees are authorized and directed to keep their supervisors fully and appropriately informed of all major issues and operations affecting their area of responsibility. All department heads are authorized and directed to keep the Council fully and appropriately informed of all major issues affecting the City or Council's legislative and oversight functions.

1. Employees are authorized, encouraged and directed to promptly respond to inquiries from a Councilmember as provided hereafter. Inquiries are those questions which may be answered by a simple yes or no, involve a short briefing of activities or status report, or may involve pulling and copying a readily retrievable document. If an employee is not qualified or does not have the complete information to respond appropriately to the question, the matter will be referred to the appropriate department head or City Manager. Employees should not speculate nor second guess when responding, but provide factual responses.
2. When an inquiry or request for information by a Councilmember or Council committee involves more than a simple response, the request will be immediately referred to the department head to report to the City Manager. If the inquiry would involve a substantial expenditure of resources to respond, the City Manager will refer the request to the full Council for direction before proceeding.
3. In order to fully coordinate activities and bring concerns to the attention of the City Manager, all employees are required to report all essential communications with a Councilmember to the department head to report to the City Manager.
4. To assure completeness, consistency and coordination of effort, all written staff communications with Councilmembers will be reviewed with the City Manager in advance of distribution.

2.12 EMPLOYEE AWARDS

In recognition that employees are the organization's most important asset and resource for providing quality public services to the citizens of Fircrest, there will be an annual employee recognition event. The City wishes to recognize and reward employees for a job well done and for special efforts and accomplishments. Recognition of employees' work and innovative approaches to tasks helps to develop good morale and encourages continued efforts to work hard maintaining high levels of customer service.

As provided in the adopted budget, the City may pay all or part of the cost for the employee recognition event, which will be a two-hour luncheon for all employees citywide in all departments to attend.

2.13 TOOLS AND CLOTHING

The City shall provide such tools as are necessary, subject to approval of the department director, to allow employees to adequately perform required work. Employees shall use reasonable care when assigned tools belonging to the City.

The City shall furnish the necessary clothing and boots for maintenance and operations employees as determined by the department director. The City will provide a safety type utility boot for applicable employees. The City shall replace or repair necessary clothing and boots on an as needed basis as determined by the department director. Improperly maintained or misused boots shall be the responsibility of the employee to repair or replace. City provided clothing and boots shall only be used for City Work.

SECTION 3 RECRUITING AND HIRING

3.1 RECRUITING

Employees are recruited solely on the basis of ability, merit, qualifications and competence, without regard to race, color, religion, national origin, gender, sexual orientation, marital status, pregnancy, physical handicap, disability or age, or any other protected class.

Each applicant shall complete and sign an application form prior to being considered for any position. Resumes may supplement, but not replace, the City's official application. Application forms will only be accepted during recruitment for a position. Any applicant supplying false or misleading information is subject to immediate termination, if hired.

3.2 HIRING

When a position becomes vacant and prior to any posting or advertisement of the vacancy, the department head shall review the position, its job description and the need for such a position. The position will be posted and/or advertised by the Personnel Officer only after approval by the City Manager. Consideration in the selection of employees will be based on the match between the knowledge, abilities, skills, and interests of the individual and the position duties.

Pre-Employment Examination. The City may administer pre-employment examinations to test the qualifications and ability of applicants, as determined necessary by the City. The City may contract with an agency or individual to prepare and/or administer examinations.

Verification. Certain items on the employment application or resume will be verified by the Personnel Officer. References, background information, accuracy of degrees and education, job skills, certificates, and past employment will be verified, when possible, along with the industrial safety record and driving record prior to a conditional job offer being made to the applicant. Applicants with poor driving records, as determined by the City, may be disqualified for employment with the City in positions requiring driving. The City may also conduct certain background procedures as required by law. Examples of such procedures include: requiring applicants/employees to show proof they are authorized to work in the United States and requiring applicants/employees who have unsupervised access to children or developmentally disabled adults to complete a disclosure statement. In accordance with the Federal Immigration Reform and Control Act employment eligibility verification requirements, the Personnel Officer will verify the identity of new employees and ensure they are authorized to work in the United States.

Residency. Residency within the City shall not be a condition of initial appointment or continued employment; provided, however, that an employee's selection of residence shall not interfere with the daily performance of his/her duties and responsibilities.

Driver's License. Applicants for positions in which the applicant is expected to operate a motor vehicle must be at least 18 years old and will be required to present a valid Washington State driver's license with any necessary endorsements.

Employment Offer. After a candidate's selection or promotion has been approved by the City Manager, he/she will notify the candidate in writing and officially extend an offer of employment or promotion, including compensation information and conditions of employment. Candidates shall be notified that employment and compensation are subject to budget availability and continued satisfactory performance.

Pre-Employment Medical Examination. After an offer of employment has been made and prior to commencement of employment, the City may require persons selected for employment to successfully pass a medical examination, which will include testing for controlled substances. The purpose of the examination is to determine if the individual is physically able to perform the job and to ensure his/her physical condition will not endanger the health, safety or well-being of other employees or the public. The offer of employment may be conditioned on the results of the examination.

Disqualification. A candidate may be disqualified from consideration if:

1. Found physically unable to perform the duties of the position (and the individual's condition cannot reasonably be accommodated in the work place);
2. The candidate refuses to submit to a medical examination or complete medical history forms; or
3. The examination reveals use of controlled substances or alcohol.

Employment Forms. The Personnel Officer along with department heads will ensure that new employees fill out appropriate employment forms provided by the Personnel Officer on the first day of employment.

Employees will receive a copy of this Manual and must certify in writing that they have read, or will read, and understand the information contained herein prior to being assigned a work duty. The original signed statement will be filed in the employee's personnel file.

3.3 TEMPORARY EMPLOYEES

Department heads may use temporary employees to temporarily replace regular employees who are on vacation or other leave, to meet peak work load needs, or to temporarily fill a vacancy until a regular employee is hired. Temporary employees may be hired without competitive recruitment or examination, although all hiring processes must comply with state and federal laws.

Compensation/Benefits. Temporary employees are eligible for overtime pay as required by law. Temporary employees do not receive retirement, vacation, health insurance, holidays or any other benefits, except paid sick leave as required by law, during their employment.

Temporary employees pay contributions to the Social Security system, as does the City on their behalf. Temporary employees will normally not be placed on the state PERS retirement system, although there are a few exceptions depending on PERS eligibility criteria.

3.4 VOLUNTEERS

Utilization of volunteer individuals and organizations can benefit the community by providing services and projects which would not usually be available due to costs. To prevent unnecessary City liability, all volunteers must complete and sign agreements with the City including agreement to defend, indemnify and hold the City harmless for any claims or lawsuits which arise out of their activities and conduct themselves in a safe, appropriate and legal manner and must act in accordance with City policies and procedures, outlined as follows.

Scope of Volunteer Service. Except for short-term volunteers, a scope of volunteer service description will be provided to volunteers and/or organizations. The scope of work will include:

1. Duties of the work assigned;
2. Supervision responsibilities;
3. Orientation prior to performing work;
4. Equipment to be provided; and
5. Contact person name and phone numbers.

Volunteer General Responsibilities. Except for short-term volunteers and City appointed commission or committee members, all volunteers must submit time sheets. The City provides State Labor and Industries (Workers' Compensation) coverage for volunteer workers which covers medical injuries incurred by the volunteer when working for the City. It does not cover any time lost nor does it cover any permanent injuries. Volunteers need to provide their own medical insurance. Volunteers may not drive City vehicles.

Background Investigation. State law requires criminal background and criminal checks for volunteers who will have unsupervised access to children and/or vulnerable adults. The background check is in the form of a written questionnaire on which applicants are asked to disclose criminal convictions, adjudications of child abuse or physical abuse in civil actions, and final decisions of the Department of Licensing or disciplinary boards that include a finding of sexual or physical abuse of a minor. As RCW 43.43.834 authorizes, all persons potentially coming into contact with children or vulnerable adults will have criminal record checks through the State Patrol.

In addition, if a volunteer is performing court ordered community service, the volunteer is required to disclose the nature of the infraction or offense for which they are serving. The City may check references for any potential volunteer.

Waiver. Volunteers and volunteer organizations should sign agreements with the City including agreement to defend, indemnify and hold the City harmless for any claims or lawsuits which arise out of their activities. Organizational volunteer service agreements will be reviewed and approved by the City Attorney.

Volunteer Organizations. All organizations performing volunteer services will be asked to provide proof of Commercial General Liability insurance in an amount not less than \$500,000 per occurrence, naming the City as an additional named insured. In addition, a waiver must be signed holding the City harmless for any injuries and claims of any kind resulting from their actions. Organizations must provide necessary supervision for projects.

3.5 WORKING TEST PERIOD

Upon hire or appointment, all employees enter a working test period that is considered an integral part of the selection and evaluation process. The working test period is designed to give the employee time to learn the job and to give the supervisor time to evaluate whether the match between the employee and the job is appropriate.

The normal working test period is six months from the employee's date of hire, rehire, or promotion. The City Manager may authorize the department head to extend the working test period for up to an additional six (6) months. An extension may be granted due to circumstances such as an extended illness or a continued need to evaluate an employee's performance. The City Manager will indicate in writing successful completion of the working test period.

Once the working test period is successfully completed, the employee may be certified to regular employment status; however, satisfactory completion does not change the at-will status, create an employment contract, or guarantee employment with the City for a specified duration.

Performance Evaluations. The employee's performance will be formally evaluated in writing at the mid-point and prior to the end of the working test period.

Use of Vacation Leave. Working test employees may not use their accrued vacation leave until they have successfully completed their trial period. Employees in a promotional testing period may use their accrued leave.

3.6 EMPLOYMENT OF RELATIVES (NEPOTISM)

The immediate family of current City employees and City Councilmembers will not be employed *except for temporary assignments* where:

1. One of the parties would have authority (or practical power) to supervise, appoint, remove, or discipline the other;
2. One party would handle confidential material that creates improper or inappropriate access to that material by the other; or

3. One party would be responsible for auditing the work of the other.

For the purposes of this policy, “immediate family” members are identified under Section 1.7.

Temporary assignment. Includes temporary employees who hold jobs of limited duration due to special projects, abnormal workloads or emergencies and regular full-time employees who are assigned to work in a higher job classification. The temporary assignment is intended to alleviate a temporary City need and will be no longer than sixty (60) calendar days in duration. During the temporary assignment, the assigned employee cannot allow an extension of the duration of the temporary assignment.

Change in circumstances. If two employees marry, become related, become domestic partners, or have a romantic relationship which causes one or more of the three prohibited circumstances noted above and in the City's judgment, the prohibited circumstances noted above exist or reasonably could exist, only one of the employees will be permitted to stay with the City unless reasonable accommodations, as determined by the City Manager, can be made to eliminate the potential problem. The decision as to which employee will remain with the City must be made by the two employees within ninety (90) calendar days of the date they marry, become related, enter a romantic relationship, or become domestic partners. If no decision is made within the specified time, the City reserves the right to terminate either employee.

3.7 PROMOTIONS

The City encourages promotion from within the organization whenever possible. The City Manager shall determine whether the promotional process for a position will be competitive or appointive. Before advertising a position to the general public, the City Manager may choose to circulate a promotional opportunity within the City. The City reserves the right to seek qualified applicants outside of the organization at its discretion. All openings will be posted on City bulletin boards.

New Working Test Period. After promotion to a new position, a new working test period of six (6) months must be completed, unless waived or reduced by the department head and/or City Manager. The City Manager may authorize a department head to extend a trial period for up to an additional six (6) months. In the case of unsatisfactory performance in a promotional situation, the employee may be considered for transfer back to the previous position held by the employee if a vacancy exists.

3.8 RECLASSIFICATION

Changing service demands, requirements, and job responsibilities may require periodic review and adjustment of City positions. Subject to budget appropriation and City Manager authorization, reclassification may occur when the level of responsibilities and duties of a position change and the areas of emphasis and skills required in the current position are changed.

Increased work volume and outstanding performance are not criteria which are relevant in a classification review. Positions may be reclassified to higher or lower ranges if the essential responsibilities are determined to be significantly changed from original description.

Process. Reclassification requests will be initiated prior to commencement of the budget process. The department head will submit to the City Manager a comprehensive job description describing in detail the duties, responsibilities, qualifications and specific changes which have been made to the position. If, after a position audit, the City Manager determines a reclassification is appropriate, the City Manager will implement the reclassification in the preliminary budget for the following Fiscal Year. In presenting the preliminary budget, the reclassification request will be presented to Council for its decision as to inclusion in the adopted budget.

SECTION 4 HOURS AND ATTENDANCE

4.1 WORKING HOURS

The City's work week is hours of a scheduled shift that starts between 12:01 a.m. Monday and 12:00 midnight Sunday. The scheduled shift for most full-time employees is Monday through Friday from 8:00 a.m. to 5:00 p.m., with a one-hour unpaid lunch period and two fifteen (15) minute paid rest periods. Due to the nature of the City's operations, longer hours or weekend work may be necessary in some instances.

A normal working schedule for regular, full-time employees consists of forty (40) hours each work week. Different work schedules, may be established by the City to meet job assignments and provide necessary City services. Each employee's department head will advise the employee regarding his/her specific working hours.

Part-time and temporary employees will work hours as specified by their department head.

4.2 ALTERNATIVE WORK SCHEDULES

Certain non-represented positions may be eligible for alternative work schedules, provided there is no appreciable disruption to department operations or service to the public during established hours when City facilities are to be open to the public. It is recognized that some positions do not lend themselves to flexible work schedules.

Flexible Work Schedule. Flexible work schedules permit flexible starting and quitting times other than the standard work day, equivalent to the total authorized normal hours per week for a specific position based on a departmental need. Flexible time schedules are based around an established period of work hours, excluding lunch and break periods. Arrangements must satisfy the requirements of completion of a regular work week, maintenance of full coverage for the position during specified shifts, and no overtime. Employees with flexible work schedules are encouraged to schedule personal appointments (doctor, dentist, etc.) on their scheduled time off whenever possible.

Eligibility. Eligibility is determined by position. Any regular full-time or part-time non-represented employee may request consideration for a flexible work schedule. Final decisions for participation in an alternative work schedule will be made by the City Manager after review of the circumstances and demands of the position. The proposed schedule must not in any way interfere with the duties required of the position, including attendance at meetings.

Union Members. Employees covered by collective bargaining agreements shall be subject to the specific terms of those agreements and are excluded from the provisions of this policy.

Application Process. The employee completes an application form which includes the proposed alternative work schedule, reasons supporting the request, potential benefits to the City, potential

problems identified and recommended solutions. The department head within ten (10) work days of receipt of the employee application will indicate whether or not the request should be approved and will forward the employee application to the City Manager for review. The City Manager within ten (10) work days of receipt of the employee application will determine whether or not to approve the request.

Termination of Alternative Work Schedule. The City reserves the right to terminate alternative work schedule arrangements if the City Manager deems it would be in the best interest of the City. Changes in workload, funding, legal mandates, changing legal interpretations or other needs of the City or department could cause revision or cancellation of alternative work schedule options offered.

4.3 HOURS OF WORK AND OVERTIME

All City positions are designated as either "exempt" or "non-exempt" according to the Fair Labor Standards Act ("FLSA") and Washington Minimum Wage Act regulations. You will be informed of your status by the City.

For most City employees, the established work period is forty (40) hours within a seven (7) day work week. All personnel are responsible for accurately reporting all hours worked on forms supplied by the City. Employees failing to accurately record time worked are subject to discipline.

Non-Exempt employees. Non-exempt employees are entitled to additional compensation when they work more than forty (40) hours during a work period. All overtime must be authorized in advance by the employee's department head. Failure to get overtime pre-approved may result in discipline, up to and including termination. Overtime pay is calculated at one and one-half (1.5) times the employee's regular rate of pay for all time worked beyond forty (40) hours. When computing overtime, time paid for but not worked (e.g., holidays, sick leave and vacation time), is counted as hours worked.

Non-Exempt Employees' Holiday Pay. Employees required to work on a designated holiday shall receive payment at a rate of two (2) times their regular rate of pay in addition to their regular holiday pay for all hours worked on the designated holiday.

Exempt Employees. Exempt employees are not covered by the FLSA or Washington Minimum Wage Act overtime provisions and do not receive either overtime pay or compensatory time in lieu of overtime pay. An exempt employee is paid to perform a job which may not necessarily be completed in a normal work week. In recognition of the extra time demands of certain exempt positions, informal paid leave may be taken, as mutually agreed upon by the employee and the City Manager.

4.4 COMPENSATORY TIME

No employee shall be entitled to compensatory time off in lieu of overtime pay unless specifically provided by ordinance or labor agreement.

4.5 ATTENDANCE

Punctual and consistent attendance is a condition of employment. Each department head is responsible for maintaining an accurate attendance record of his/her employees.

Employees unable to work or unable to report to work on time shall notify their supervisor as soon as possible, ordinarily before the work day begins or within thirty (30) minutes of the employee's usual starting time. If an absence continues beyond one day, the employee is responsible for reporting in each day. If the supervisor is unavailable, the employee may leave a message stating the reason for being late or unable to report for work.

An employee who is absent without authorization or notification is subject to disciplinary action, up to and including termination.

4.6 UNUSUAL WEATHER CONDITIONS

During times of inclement weather or natural disaster, it is essential that the City continue to provide vital public services. Therefore, it is expected that employees make every reasonable effort to report to work without endangering their personal safety.

An employee who is unable to get to work or leaves work early because of unusual weather conditions may charge the time missed to: vacation, floating holiday, or leave without pay. The employee shall advise the supervisor by phone as in any other case of late arrival or absence.

If, due to inclement weather, the City determines to send employees home before conclusion of their work day or determines not to have employees come to work, the employees may charge the time missed to other paid time such as vacation, or charge the time to leave without pay. If employees are authorized to perform work at home, they shall be paid their normal rate of pay for the assigned work hours.

During periods of inclement weather or natural disaster, employees may be assigned to emergency services work schedules other than their normal work assignments.

4.7 BREAKS AND MEAL PERIODS

Employees may take one fifteen (15) minute break for every four (4) hours worked. All breaks shall be arranged so that they do not interfere with City business or service to the public.

Pursuant to state law, where the nature of the work allows employees to take intermittent rest periods equivalent to fifteen (15) minutes for each four (4) hours worked, scheduled rest periods are not required.

Breaks are not intended to be saved in order to extend any other break period. Meal periods shall be scheduled by the employee's department head. The scheduling of meal periods may vary depending on department workload but will commence no less than two (2) hours nor more than five (5) hours from the beginning of the shift. When an employee works three (3) or more hours

longer than a normal work day, the employee will be allowed at least one thirty (30) minute meal period prior to or during the overtime. Meal periods are unpaid.

4.8 CALL BACK

All employees are subject to call back in emergencies or as needed by the City to provide necessary services to the public. A refusal to respond to a call back may be grounds for immediate disciplinary action, possibly including termination.

Non-exempt (FLSA covered) employees called back to duty will be paid their appropriate rate of pay for hours worked and paid the overtime rate for hours worked in excess of forty (40) per week. See Section 5.5 for more information on Call Back Pay.

An employee held over at the end of a shift ~~or called in early prior to a regular shift~~ is not considered called back.

4.9 PAYROLL RECORDS

The official payroll records are kept by the Finance Director. Each department head shall turn in work records to the Finance Department on the Monday morning following the last day of the two-week pay period.

Each employee shall sign their work record noting hours worked, leave taken and overtime worked. The department head shall review the work record and by his/her signature, approve the work record for processing. The City Manager shall sign work records for department heads. See Section 5.11 for more information about timesheets.

SECTION 5 COMPENSATION

5.1 SALARY CLASSIFICATION AND GRADES

Each job title within the City is classified into one of the City's classifications for salary purposes. Each classification is designated a particular salary or salary range shown on the City's salary and wage schedule ordinance, which is approved annually by the City Council.

5.2 WITHIN-RANGE SALARY ADJUSTMENTS

The salary range is divided into six (6) steps, with five (5) percent increase between steps. Upon successful completion of one-year continuous service, an employee is eligible to progress from one pay step to the next higher pay step, provided performance has been evaluated as at least satisfactory. Employees reclassified or promoted become eligible to advance on their annual reclassification date or promotion date.

City Manager Position Exempt. The City Manager position is exempt from within-range salary adjustments and any salary adjustments shall be conducted pursuant to the employment agreement with the City Council.

5.3 EMPLOYEE PAY RATES

Employees shall be paid within the limits of the salary range to which their positions are assigned. Usually, new employees will start their employment at Step A for their classification. However, a new employee may be employed at a higher step than the minimum when the employee's experience, training or proven capability warrant, or when prevailing market conditions require a starting step greater than the minimum.

Pay increases are contingent on satisfactory performance. If an employee's performance is consistently unsatisfactory, the City Manager may defer a scheduled pay increase for a stipulated period of time or until the employee's job performance is satisfactory.

The City Manager may propose and the City Council may grant an across-the-board pay adjustment (cost-of-living increase) from time to time, raising the salaries of all positions by a specified amount within a defined group of classifications. Such adjustments, if any, will not change an employee's pay anniversary date.

Any employee promoted or reclassified to a position in a higher classification and salary range shall be placed at the pay step in the new range which represents a pay increase.

5.4 OUT OF CLASSIFICATION PAY

Any employee required by the employee's department head to work in excess of two (2) consecutive scheduled work shifts in a higher job classification shall receive pay for all time worked in the higher classification. This would apply as soon as an employee begins a third consecutive work shift.

Payment will be at the lowest pay step in the higher classification or one-hundred five (105) percent times the regular position's base rate of pay, whichever is more. Non-worked hours are not authorized for out-of-classification payment. Employees are required to record all out-of-classification pay hours on the appropriate section of their work record.

Set-Up Required by Law. For all departments, if state law or regulation requires that a foreman be present on the job-site and no foreman is present, then the department director shall designate a qualified employee to assume the duty of foreman and the employee shall be paid 105% of the employee's base wage rate during the period that the employee has assumed the foreman's duties.

A department director may further determine if a lead worker/person-in-charge is required to be present at a job site for more than two hours. In such case, the qualified employee appointed as the person-in-charge shall be paid 103% of the employee's base wage rate during the period of time the employee has assumed the responsibilities of the person-in-charge.

Live Wire Work. Employees who perform live wire streetlight work (not including bulb and photo cell replacement), shall receive 103% of the employee's base wage with a two-hour minimum guarantee.

Work at Altitude. Employees required to work at least seventy-five feet above ground shall be compensated for actual time worked at two times their base wage rate.

5.5 CALL BACK PAY

Any full-time employee required by the employee's department head to ~~return to~~ work after completion of the employee's regularly scheduled shift shall receive pay for all hours worked at the overtime rate of pay.

Employees called back to work shall be paid a minimum of two (2) hours at the overtime rate of pay, regardless of the number of hours worked. An employee held over at the end of a shift ~~or called in early prior to a regular shift~~ is not considered called back.

When a non-exempt employee is called at home (excluding redirecting the call to another employee) to perform City business, the employee shall be compensated for one hour at the employee's overtime rate of pay for the first emergency/response call that does not require a return to City headquarters or the worksite to address and resolve the reported problem. Subsequent calls after the first hour of paid time shall be paid at the overtime rate of pay for the actual time spent to handle the call.

5.6 PAYMENT OF SALARY

City employees are paid bi-weekly on Friday. If a payday falls on a recognized holiday, pay checks will be distributed the previous day.

Employees should review the pay stubs upon receipt to ensure that the amount paid is correct. Discrepancies must be reported to the Finance Department. Employees may elect to have their paycheck deposited directly into the account of their choice. If you wish to participate in the direct deposit program, please coordinate with the Finance Department.

Statement of Earnings. Statement of Earnings (Paycheck Stubs) will be distributed bi-weekly in such a manner as to not interfere with the normal work day. The Statement of Earnings includes information such as Gross Pay, Regular and Overtime Hours, Vacation, Holiday, Sick, and/or Personal Day Hours used; all applicable deductions, all available leave time available. The amount of Federal or State withholdings is affected by the number of exemptions claimed on Form W-4, the Employee's Withholding Allowance Certificate. If an employee's marital status changes or the number of exemptions previously claimed increases or decreases, a new Form W-4 must be submitted to the Personnel Officer.

5.7 DEDUCTIONS

Some regular deductions from the employee's earnings are required by law; other deductions are specifically authorized by the employee. The City will withhold from the employee's paycheck those deductions required by law and any voluntary deductions authorized by the employee in writing, by applicable union contract, or by statute.

5.8 TRAVEL AWAY FROM THE CITY

All travel away from the City must be approved in advance by the department head and the City Manager. Employees must submit travel requests on the "Training Attendance Request" form.

5.9 TRAVEL EXPENSE REIMBURSEMENT

City employees will be reimbursed for reasonable and customary expenses actually incurred in connection with the business of the City, including food, lodging and travel expenses while away, but excluding any expenses for alcoholic beverages.

Tips not exceeding fifteen percent (15%) for meals, taxis, or baggage handling are reimbursable. If private automobiles are used, employees will be reimbursed at a rate the Internal Revenue Service allows per mile without supporting documents.

Requests for reimbursement, including receipts, shall be submitted on a "Travel Expense Claim" form signed by the employee, department head, and City Manager.

Meals. Meal reimbursements shall not exceed the amount for per diem meal reimbursement. Meals included with registration costs shall not be reimbursed. The City shall not reimburse an employee of any expenses associated with the purchase of alcohol. Per diem meal reimbursement rates are:

- Breakfast: \$10.00
- Lunch: \$15.00
- Dinner: \$25.00

Hotel/Motel. Reasonable hotel/motel accommodations are acceptable for travel more than fifty (50) miles from the City and will be reimbursed at a maximum of the single room rate.

Incidental Expenses. Allowable incidental expenses include baggage checking, business telephone, and one *brief* (generally, not exceeding five minutes) telephone call home to a family member every twenty-four (24) hour period.

5.10 COMPENSATION UPON TERMINATION

When an employee's employment with the City is terminated, the employee will receive the following compensation on the next regularly scheduled payday:

1. Regular wages for all hours worked up to the time of termination which have not already been paid,
2. Any overtime or holiday pay due, and
3. A lump sum payment of any accrued but unused vacation.

5.11 TIMESHEETS

All City employees must record all hours worked and all leave hours taken on a timesheet, and submit their timesheets to the Finance Department bi-weekly. All timesheets must be in the Finance Department by 10:00 AM the Monday preceding payday in order for an employee's pay to be processed for payday. Attendance records are City records, and care must be exercised in recording the hours worked, overtime hours, and absences. Both the employee and the supervisor are responsible for carefully and honestly completing the timesheets.

SECTION 6

PERFORMANCE EVALUATIONS AND TRAINING

6.1 PERFORMANCE EVALUATIONS

To achieve the City's goal to train, promote and retain the best qualified employee for every job, the City conducts periodic performance evaluations for all positions. The City Manager is responsible for developing and maintaining the City's performance evaluation program.

Employees are to be evaluated by their department head at the midpoint of and prior to the end of their working test period and usually once every twelve (12) months thereafter. Each department head will maintain a list of employee anniversary dates and timely evaluate employees in their departments.

The evaluation is part of an employee's personnel record and may be a factor in determining the employee's conversion to regular status, whether the employee receives a wage increase, or is to be promoted, transferred, demoted, laid off, or terminated.

6.2 TRAINING POLICY

The City seeks, within the limits of available resources, to offer training to increase an employee's skill, knowledge and abilities directly related to City employment to obtain or maintain required licenses and certifications, and to develop staff resources.

Opportunities may include, but are not limited to: on-the-job training, in-house workshops, and seminars sponsored by other agencies or organizations.

Any training that requires travel away from the City must be approved in advance by the department head and the City Manager as provided by the budget. Employees must submit travel requests on the "Training Attendance Request" form.

The City will pay the cost of required certifications or licenses for any certification or license required by the City or by State law. Any costs for required physical examinations will be paid by the City directly to a City-approved vendor or as a reimbursement when an employee uses another physician. The reimbursement amount when an employee chooses another physician will not exceed the amount that would have been paid to the City-approved vendor.

SECTION 7 BENEFITS

7.1 RETIREMENT BENEFITS

Social Security. The City makes contributions on behalf of all eligible employees to the Social Security System in addition to those contributions made by the employee through FICA payroll deductions.

Law Enforcement Officers' and Firefighters' Retirement System (LEOFF). All regular uniformed employees in the police department are covered by the Law Enforcement Officers' and Firefighters' Retirement System (LEOFF). Benefit levels and contribution rates are set by the State of Washington.

Public Employees Retirement System (PERS). Most regular full-time and part-time non-uniformed employees are covered under the Public Employees Retirement System (PERS). Benefit levels and contribution rates are set by the State of Washington.

Employees intending to retire should notify their department head of their intent to retire at least three (3) months prior to the date of retirement.

Deferred Compensation Plans. The City provides two voluntary deferred compensation 457 plans for employees to contribute pre-tax dollars.

7.2 DISABILITY BENEFITS (WORKERS' COMPENSATION)

All employees are covered by the State Workers' Compensation Program (Industrial Insurance). This insurance covers employees in case of on-the-job injuries or job-related illnesses. For qualifying cases, State Industrial Insurance will pay the employee for work days lost and medical costs due to job-related injuries or illnesses. All job-related accidents shall be reported immediately to the supervisor.

When an employee is absent for one or more days due to an on-the-job accident, he/she is required to file a claim for workers' compensation. If the employee files a claim, the City will continue to pay (by use of the employee's unused sick leave) the employee's regular salary pending receipt of workers' compensation benefits.

Coordination of Benefits. When the employee receives workers' compensation benefits, he/she is required to repay to the City the amount covered by workers' compensation and previously advanced by the City. This policy is to ensure that the employee will receive prompt and regular payment during periods of injury or disability so long as accrued sick leave is available, while ensuring that no employee receives more than he/she would have received had the injury not occurred.

Upon the repayment of funds advanced, the appropriate amount of sick leave shall be restored to the employee's account. Employees may supplement workers' compensation salary benefits by using accrued sick or other leaves to increase their workers' compensation disability payments up to an amount not to exceed their net pay if they were working their regular schedule. The City may require an examination at its expense, performed by a physician of its choice to determine when the employee can return to work and if he/she will be capable of performing the duties of the position.

Volunteers may be covered by the State Workers' Compensation Program. They must submit on a timely basis the hours volunteered to ensure proper contributions are made on their behalf for the time worked. Commissions, committees and boards are not covered under this provision.

7.3 HEALTH INSURANCE BENEFITS

Regular Full-Time Employees. Regular full-time employees and their dependents are eligible to participate in the City's various insurance programs on the first day of the month following employment. The programs and criteria for eligibility will be explained upon hire.

The City contributes toward the cost of premiums in the amounts authorized by the City Council. The remainder of the premiums, if any, shall be paid by the employee through payroll deduction. The City reserves the right to make changes in the carriers and provisions of these programs when deemed necessary or advisable, with prior notice to affected employees.

Regular Part-Time Employees. Regular part-time employees will be entitled to benefits as authorized by the City Manager and City Council.

Temporary Employees. Temporary employees will not be eligible for insurance coverage.

7.4 LIFE INSURANCE BENEFIT

The City provides life and accidental death and dismemberment insurance for regular full-time employees. This coverage is effective the first day of the month following employment. Said policy amount shall be at the sum of one (1) times the annual salary, rounded to the next one thousand (1,000) dollars plus the dollar value of the accrued sick leave as of ~~January-December~~ January-December 1 of the ~~prioreach~~ year, rounded to the nearest one thousand (1,000) dollars (to the maximum available through the City's insurance). The City may provide the term insurance policy through any insurance company approved by the State Insurance Commissioner. The program will be explained upon hire.

7.5 LONG TERM CARE INSURANCE BENEFIT

The City provides long term care insurance for eligible active and retired LEOFF I employees.

7.6 CONTINUATION OF INSURANCE COVERAGE

Workers' Compensation Leave. An employee receiving workers' compensation benefits continues to accrue vacation leave and sick leave for up to six (6) months. The City also continues to pay for

the employer's portion of health insurance premiums, provided that the employee continues to pay their share of premiums, if any.

After six (6) months, the employee's benefits shall cease unless the City Manager makes an exception based on the criteria stated in Section 1.4 of these policies. The employee may continue health care benefits by self-paying insurance premiums for the remainder of the time he/she receives workers' compensation benefits.

Consolidated Omnibus Budget Reconciliation Act (COBRA) rights. Upon an employee's termination from City employment or upon an unpaid leave of absence, at the employee's option and expense, the employee may be eligible to continue City health insurance benefits to the extent provided under the federal COBRA regulations.

An administrative handling fee over and above the cost of the insurance premium may be charged the employee or his/her dependents who elect to exercise their COBRA continuation rights.

Termination, retirement, leave of absence. For eligible employees who terminate, retire or are on an approved leave of absence, the City will pay the premium for the month the employee is leaving, provided the employee is on paid status for the first ten (10) days of the month.

7.7 UNEMPLOYMENT COMPENSATION

City employees may qualify for State Unemployment Compensation after termination from City employment depending on the reason for termination and if certain qualifications are met.

7.8 RETURN FROM UNPAID LEAVE

Upon return from an unpaid leave, an employee's benefits, leave accruals, and insurance coverage will commence on the first day of the month following the return date.

7.9 EMPLOYEE ASSISTANCE PROGRAM

As provided in the budget, the City may pay all or part of the premium cost for regular full-time and part-time employees' enrollment in an approved Employee Assistance Program (EAP). The EAP is a consultation and referral service to assist employees in resolving a variety of problems which may interfere with the employee's productivity on the job. Under the EAP, employees may seek consultation and referral for a variety of problems including emotional, marital, drug and alcohol abuse, family problems, and other situations. After consultation, the employee may be referred to sources where treatment may be obtained. The cost of the initial consultation is paid by the City; however, treatment by the referral source will be the responsibility of the employee. Some of the treatments may be covered by the City's medical insurance programs. Contact your department head or the Personnel Officer to obtain the current phone number for the EAP. Most contacts you make with the EAP are considered strictly confidential.

7.10 WELLNESS PROGRAM

The City has an AWC-approved ongoing Wellness Program which focuses on health, fitness, and wellness issues by promoting positive lifestyle choices among City employees and their families (Resolution No. 1151, adopted October 26, 2010). This program helps to stabilize the cost of insurance programs and can help lower insurance premium rates. In addition, the Wellness Program can increase employee productivity and performance, reduce stress and enhance the quality of life. As provided in the budget, the City may pay a portion of wellness programs for employees.



Rangwala Associates

Planning and Building
City Hall
115 Ramsdell Street
Fircrest WA 98466

Dear Sir or Madam,

We are thrilled to have the opportunity to assist the City of Fircrest in developing a Form-Based Code for the parcels generally located at the southeast corner of 19th Street and Mildred Street.

Following is the scope, schedule, and budget for the project:

Step 1: Discovery

Prepare base maps and illustrations and gather background information related to the place, people, market, and mobility patterns. We will prepare an introductory presentation on Principles and Components of Form-Based Code for the opening night community meeting.

Schedule: December 10 to January 5th

Cost: \$4,000

Step 2: Charrette (3-day visit)

At the Charrette, the project team (consultant and staff) will work in short iterative feedback loops. Throughout the charrette, the City will have multiple formal and informal opportunities to engage with the entire project team. The Charrette process will be a transparent engagement with the community, wherein community members will work shoulder to shoulder with the consultant and the city officials towards reaching consensus on a vision and coding framework for the subject site.

Following are the specific tasks we will accomplish collaboratively during the first 3-day visit:

Day 1:

- 2.1 Field visit
- 2.2 Meeting with key staff members
- 2.3 Workshop with property owner/developer, and project architect
- 2.4 Community Meeting:

- 2.4a Presentation on Principles and Components of Form-Based Code
- 2.4b Review outcomes from the discovery work
- 2.4c Review key opportunities and challenges

Day 2:

- 2.5 Debrief with staff. Review and discuss progress with developer/architect, if necessary
- 2.6 Develop Block-Street-Open Space Master Plan
- 2.7 Develop Street Types
- 2.8 Community Pin-up Session to review progress and gather community feedback

Day 3:

- 2.9 Debrief with staff. Review and discuss progress with developer/architect, if necessary
- 2.10 Refine Master Plan, as necessary and develop a regulating plan
- 2.11 Develop Urban Standards
- 2.12 Develop Frontage Types
- 2.13 Develop Building Types
- 2.14 Community Meeting to review progress

Schedule: January 21, 22, & 23

Cost: \$8,000

Step 3: Presentation of final draft code (1-day visit)

Between the first and second visit, we will develop specific standards for each building type and frontage type. Any refinement to charrette outcomes resulting from community feedback or staff review will be made prior to the final visit.

- 2.15 Debrief with staff. Review and discuss final code draft with developer/architect, if necessary.
- 2.16 Community presentation of the final draft of Form-Based Code.

Following the second visit, minor amendments if necessary will be made to the Draft Code.

Schedule: Any 1-day during the week of March 2nd or 23rd

Cost: \$4,500

Travel related expenses: \$1,500

Total Cost: \$18,000

We are happy to provide any additional services at an hourly rate of \$230 per hour.

I am happy to provide you with more detailed information regarding the specific approach we would take on this project. I look forward to your response and encourage you to contact us with any questions.

Respectfully and enthusiastically,

A handwritten signature in red ink, reading "Kaizer Rangwala". The signature is written in a cursive style with a large, stylized 'K' and 'R'.

Kaizer Rangwala
AICP, CEcD, CNU-A