

**FIRCREST CITY COUNCIL
REGULAR MEETING AGENDA**

**TUESDAY, JUNE 23, 2020
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. [Presiding Officer's Report: Community Center Pre-Bid Presentation](#)

5. PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA

(Please email the City Clerk if you would like to make a public comment. Your comment will be read into the record at the appropriate time. JWESTMAN@CITYOFFIRCREST.NET)

6. COMMITTEE, COMMISSION & LIAISON REPORTS

- A. **Parks & Recreation**
- B. **Pierce County Regional Council**
- C. **Public Safety, Courts**
- D. **Street, Water, Sewer, and Storm Drain**
- E. **Other Liaison Reports**

7. CONSENT CALENDAR

- A. Approval of [vouchers](#)/payroll checks
- B. Registering no objections to the: [Shogun Japanese Express liquor license renewal](#)
- C. Approval of minutes: [June 9, 2020 Regular Meeting](#)
[June 15, 2020 Study Session](#)

8. PUBLIC HEARING 7:15 P.M. OR SOON THEREAFTER

9. UNFINISHED BUSINESS

10. NEW BUSINESS

- A. [Resolution: Approval of the 6-Year Transportation Improvement Plan](#)
- B. [Resolution: Approval of Amendment #1 to the Geotechnical Services Contract](#)
- C. [Resolution: Department of Commerce CARES Act Funding Contract Approval](#)
- D. [Resolution: Encourage The Use of Face Coverings in Public Spaces](#)

11. CITY MANAGER COMMENTS

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

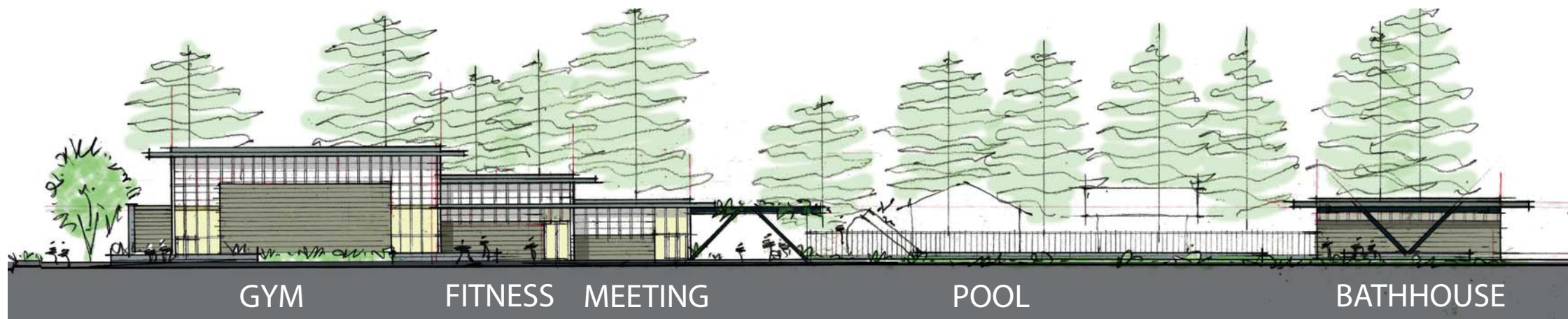
COMMUNITY CENTER UPDATE

1- SCHEDULE

2 - EXTERIOR IMAGES

3 - INTERIOR IMAGES & MATERIALS

4- QUESTIONS & COMMENTS



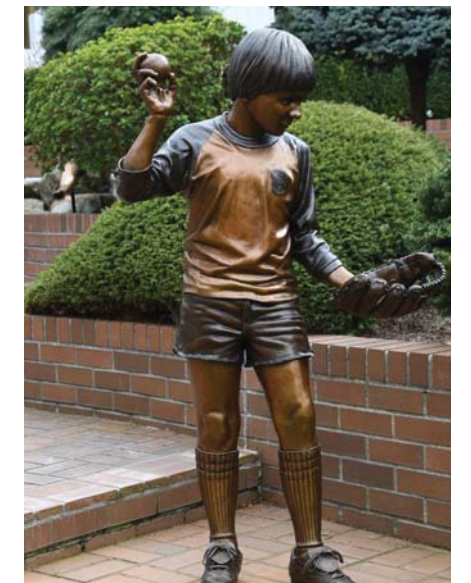
PROJECT SCHEDULE

Dates	
Dec. 2019	Community Center Design start-up
Dec. – Jan 2020	LEED & MEP design
January 28, 2020	City Council meeting
February 20, 2020	Public Meeting & City Council
March 2020	Cost Estimate Update
February – July 2020	Building Permits
April – June 2020	Bid Documents
July – August 2020	Bidding
September 2020	Contracts
October 2020	Abatement / Demolition Starts

WELCOMING ENTRY



VIEW FROM PARK

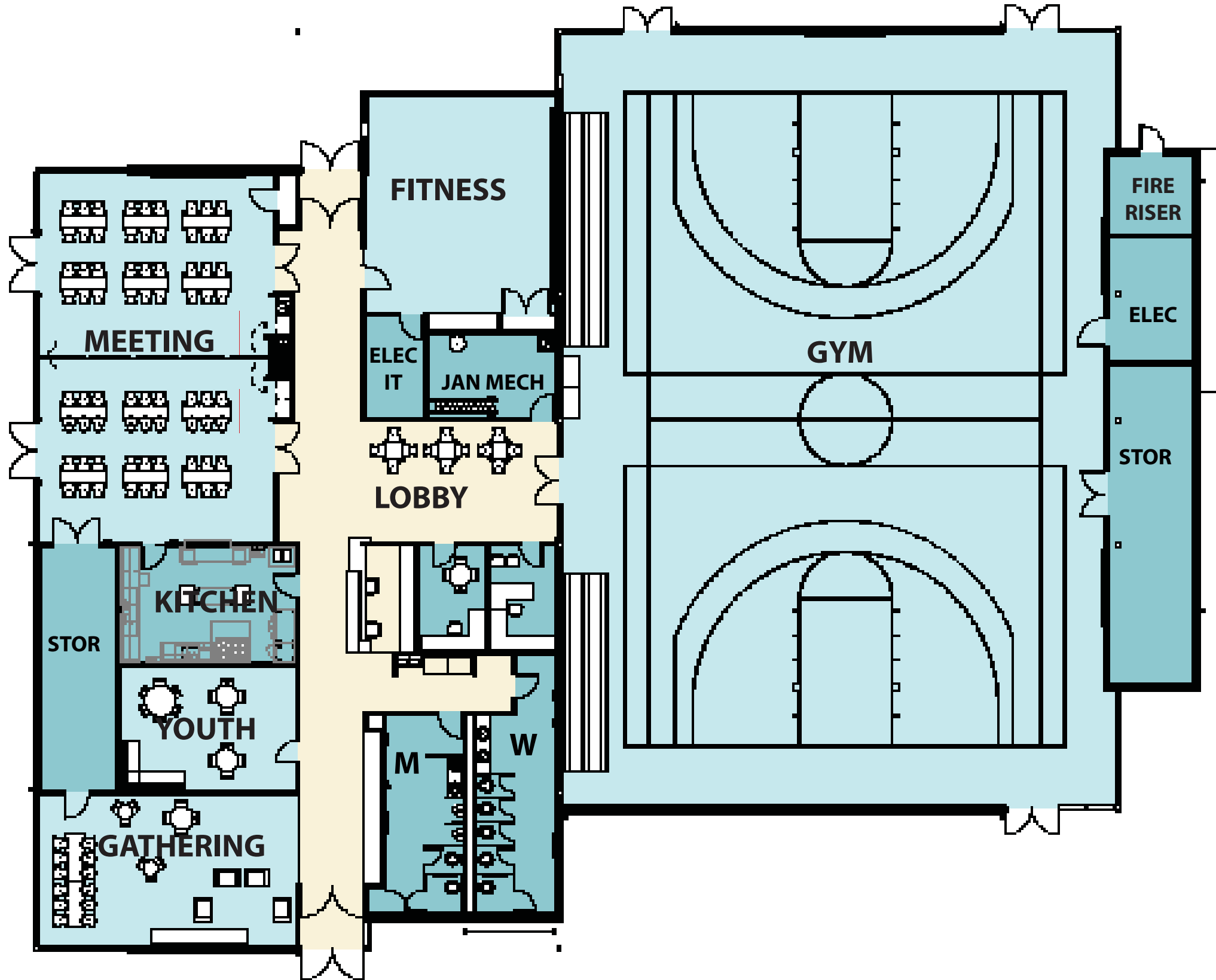


**BRONZE
SCULPTURES**

VIEW FROM ELECTRON WAY

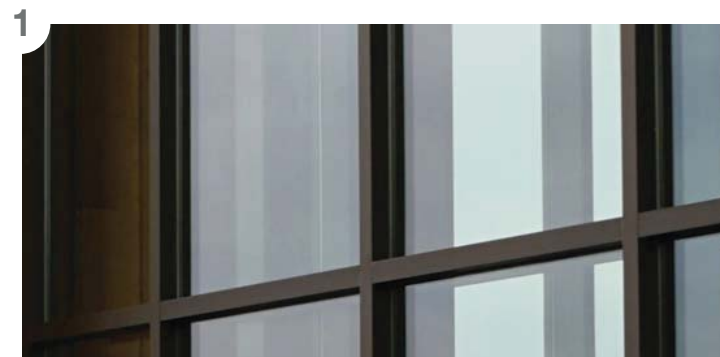
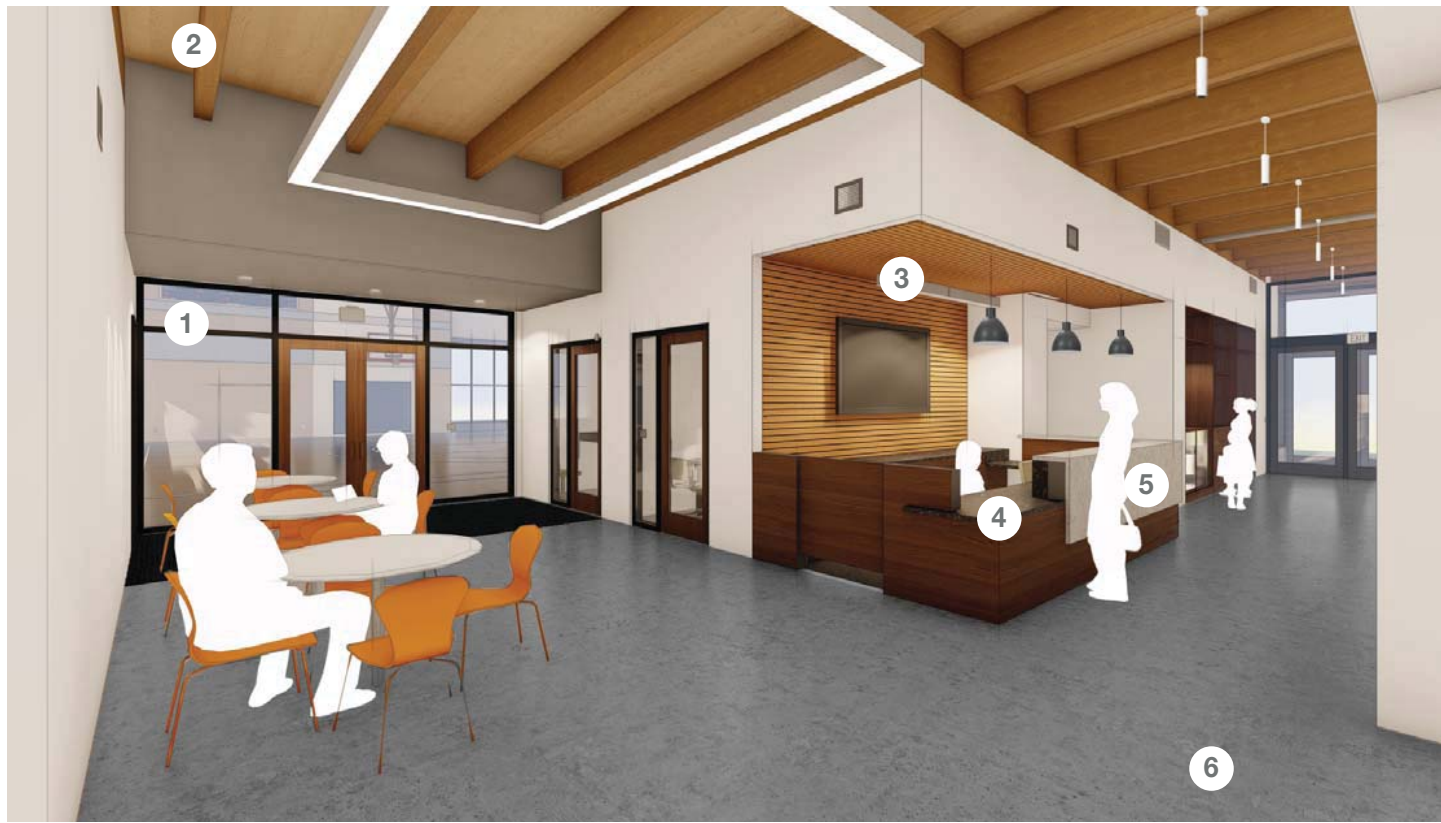


COMMUNITY CENTER PLAN

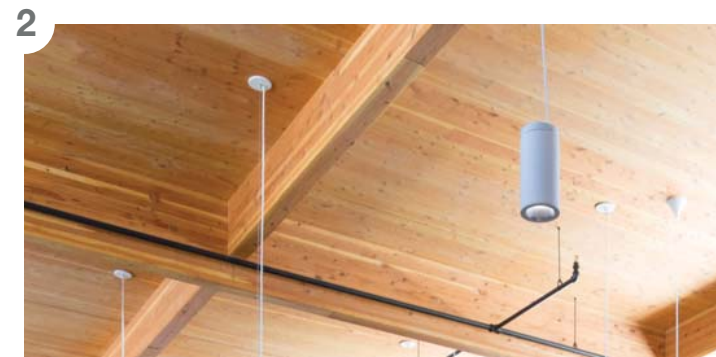


AREAS:

- GYM = 6,986 SF
- MP ROOM = 1,475 SF
- FITNESS = 705 SF
- YOUTH = 359 SF
- GATHERING/ART = 645 SF
- KITCHEN = 336 SF
- OFFICES = 2X 116 SF
- STORAGE = 300 SF
- GYM STORAGE = 430 SF



1 STOREFRONT/ FRAMES
 BRAND: KAWNEER
 FINISH: DARK BRONZE ANOD



2 CEILING STRUCTURE



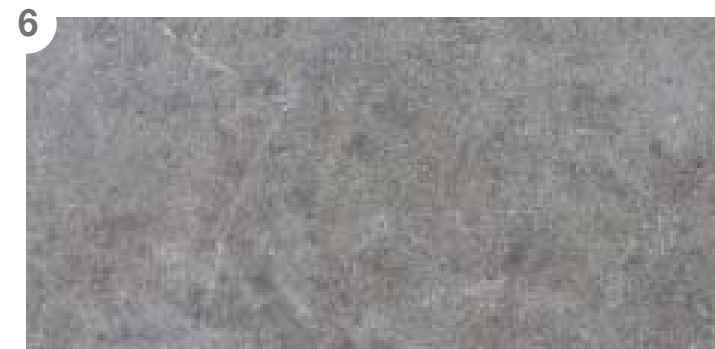
3 LINEAR WOOD CEILING
 BRAND: ARMSTRONG
 FINISH: FIR



4 SOLID SURFACE
 COUNTERTOP
 BRAND: WILSONART
 COLOR: HOT STONE



5 SOLID SURFACE
 COUNTERTOP
 BRAND: PENTAL
 COLOR: AKOYA POLISHED

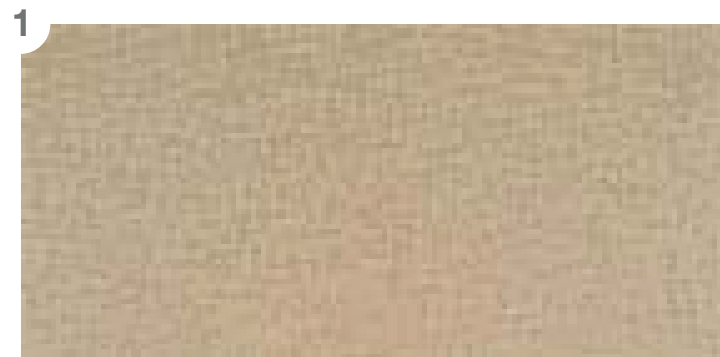


6 POLISHED CONCRETE



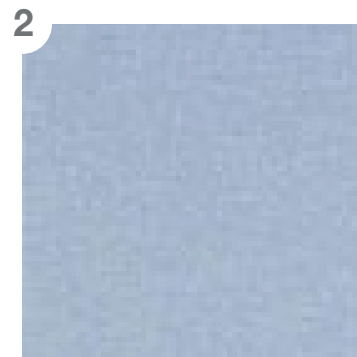
LOBBY & RECEPTION
FIRCREST COMMUNITY CENTER FINISHES / JUNE 2020



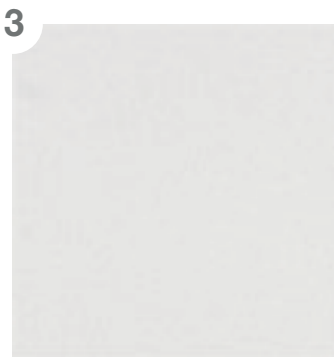


1
ACOUSTIC BOARD

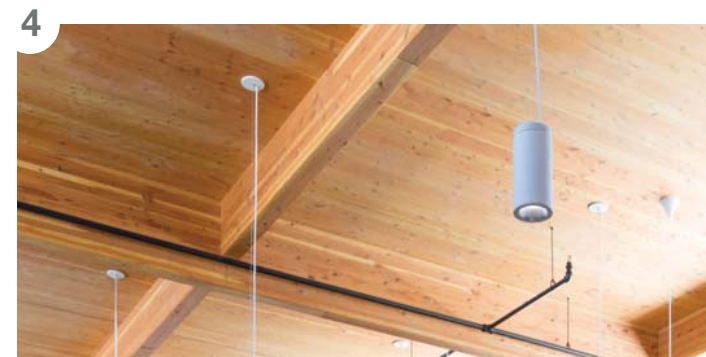
BRAND: GS RESOLUTE PLUS
COLOR: OAT



2
ACOUSTIC PANELS



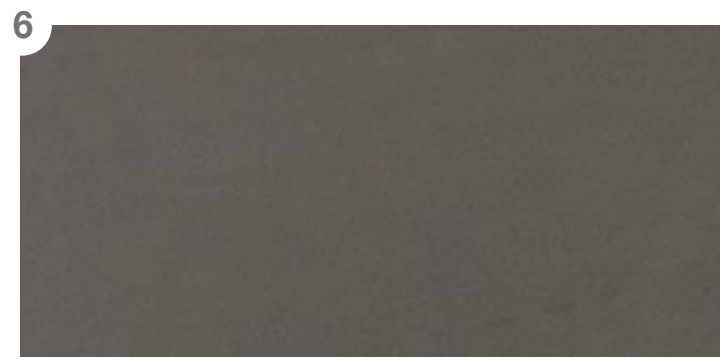
3
BRAND: GS RESOLUTE PLUS
COLORS: DUTCH BLUE AND FOG



4
CEILING STRUCTURE

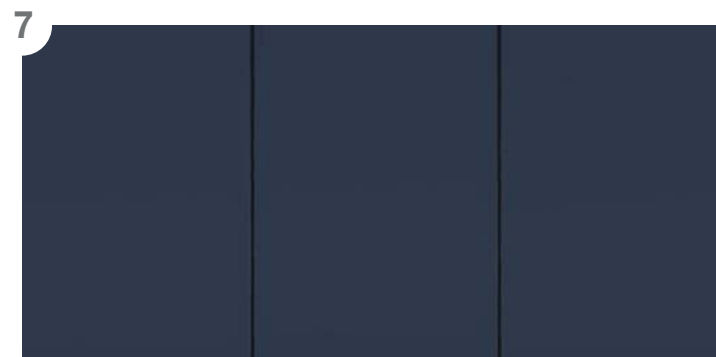


5
KALWALL



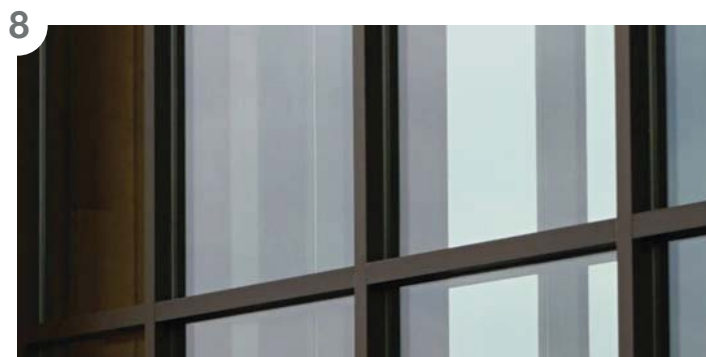
6
SPORTS FLOORING

BRAND: MONDO ADVANCE
COLOR: DARK GRAY



7
CRASH PADS

BRAND: PORTER
FINISH: NAVY BLUE



8
STOREFRONT

BRAND: KAWNEER
FINISH: DARK BRONZE ANOD

GYMNASIUM - EVENT SPACE
FIRCREST COMMUNITY CENTER FINISHES / JUNE 2020

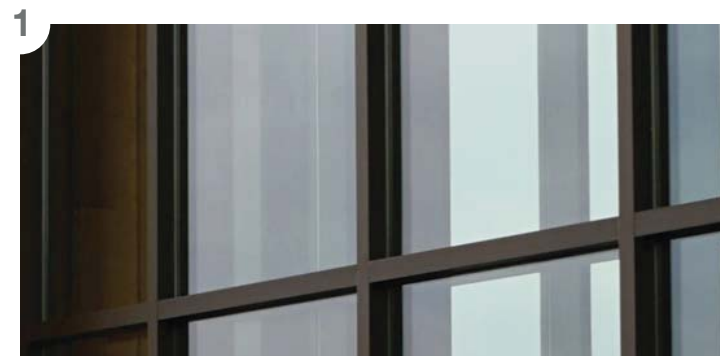
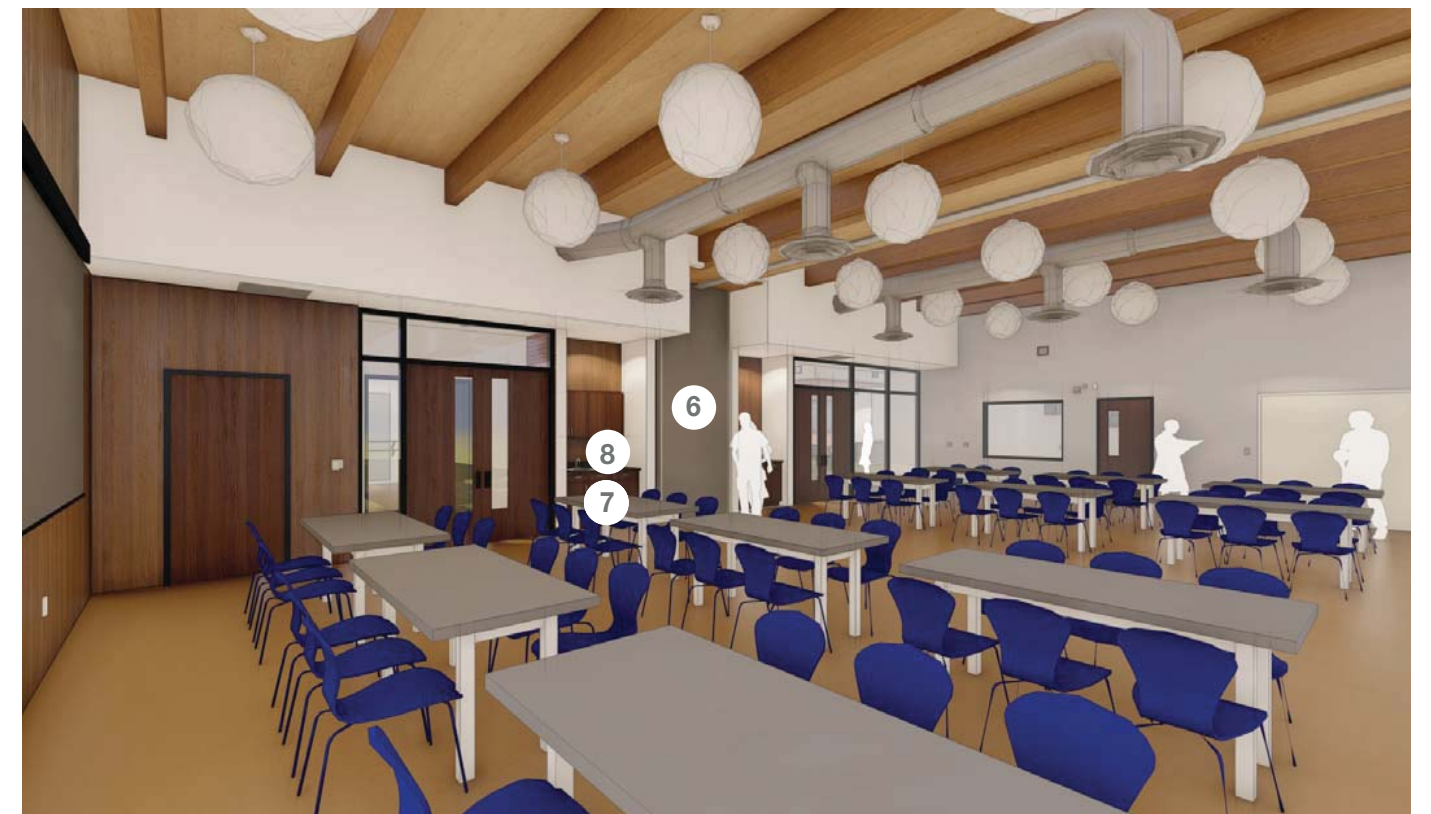


GYMNASIUM - FLOORING OPTION 1

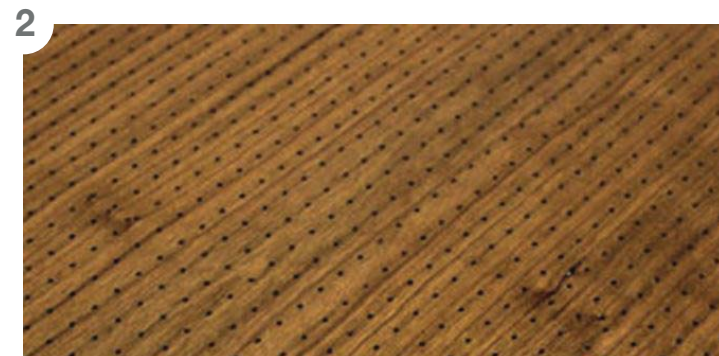


GYMNASIUM - FLOORING OPTION 2

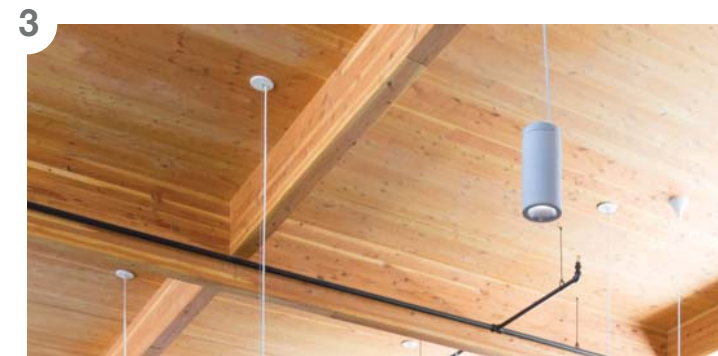




1
STOREFRONT
BRAND: - KAWNEER
FINISH: - ANODIZED ALUMINIUM



2
ACOUSTIC WOOD PANELS
BRAND: MICROPERF ACOUSTICORE
COLOR: WALNUT



3
CEILING STRUCTURE



4
PAINT
BRAND: SHERWIN WILLIAMS
FINISH: CRUSHED ICE



5
SPORTS FLOORING
BRAND: MONDO
FINISH: DARK MAPLE



6
COLLAPSIBLE WALLS
BRAND: HUFOR
FINISH: LINEN



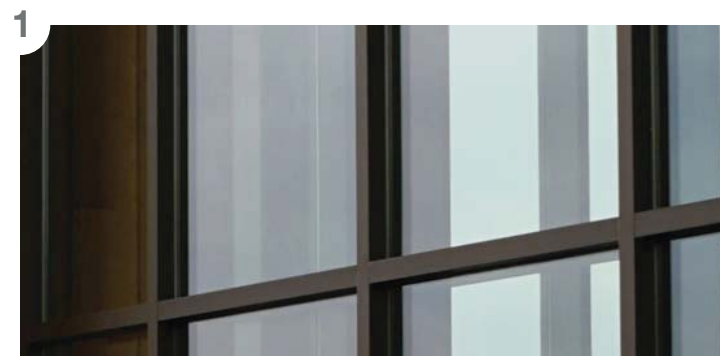
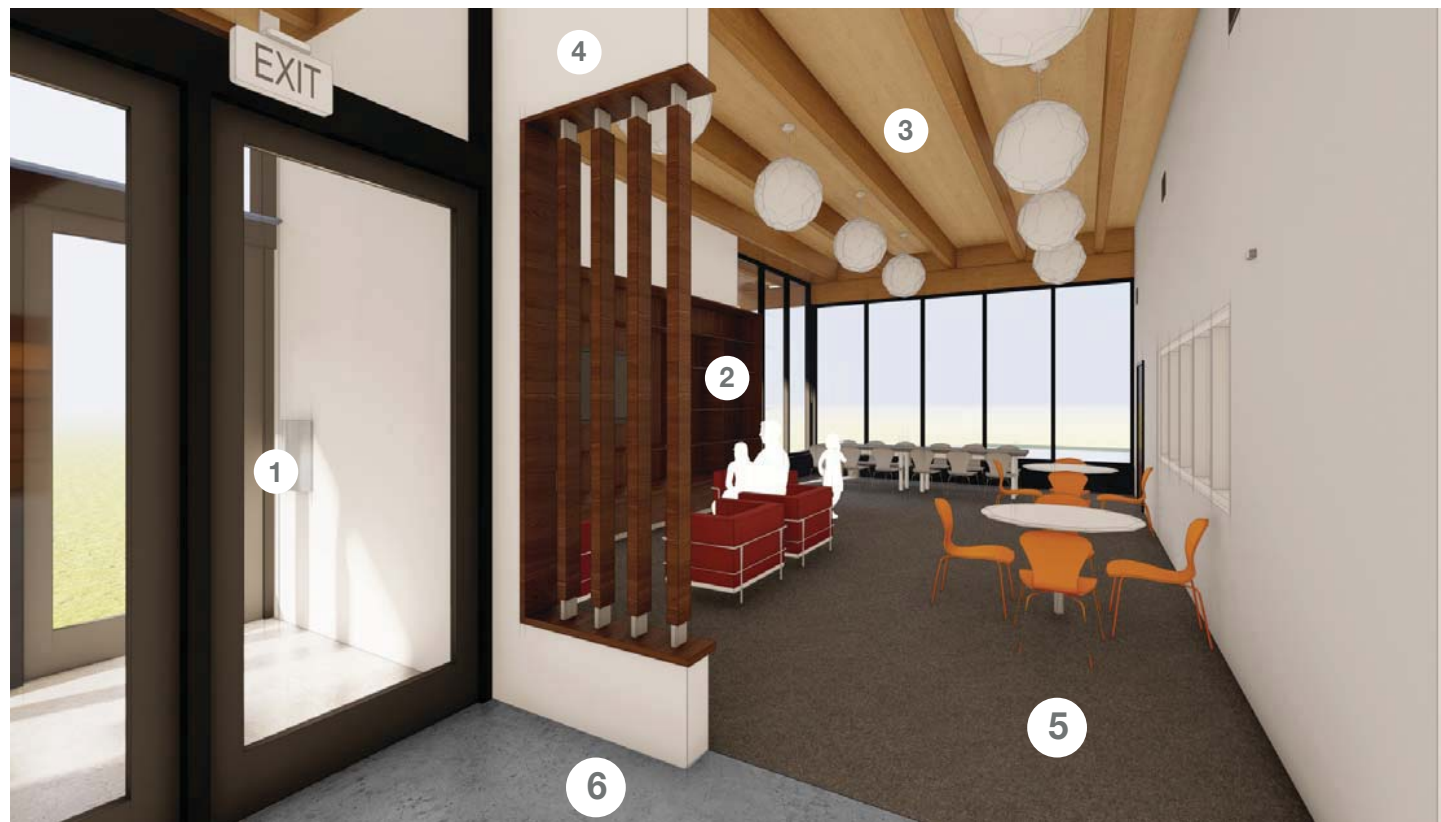
7
CABINETS
BRAND: WILSONART
FINISH: MONTANA WALNUT



8
SOLID SURFACE COUNTERTOPS
BRAND: PENTAL
FINISH: AYOKA POLISHED

MULTI-PURPOSE ROOM
FIRCREST COMMUNITY CENTER FINISHES / JUNE 2020





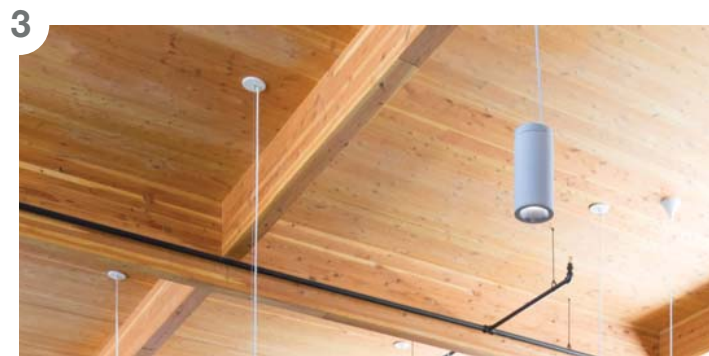
1 STOREFRONT

BRAND: - KAWNEER
FINISH: - DARK BRONZE ALUM.



2 CASEWORK

BRAND: WILSONART
FINISH: MONTANA WALNUT

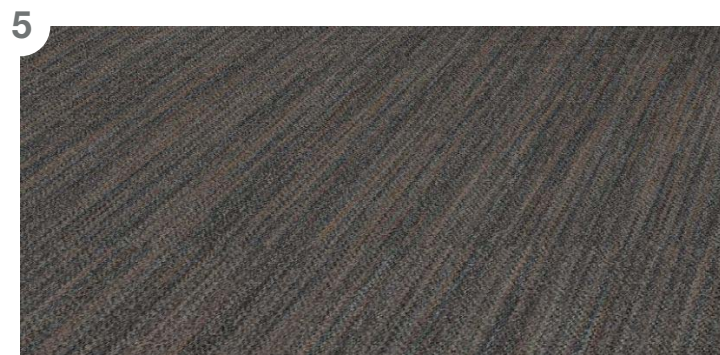


3 CEILING STRUCTURE



4 PAINT

BRAND: SHERWIN WILLIAMS
FINISH: CRUSHED ICE



5 CARPET TILE

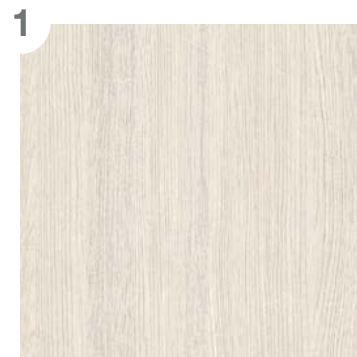
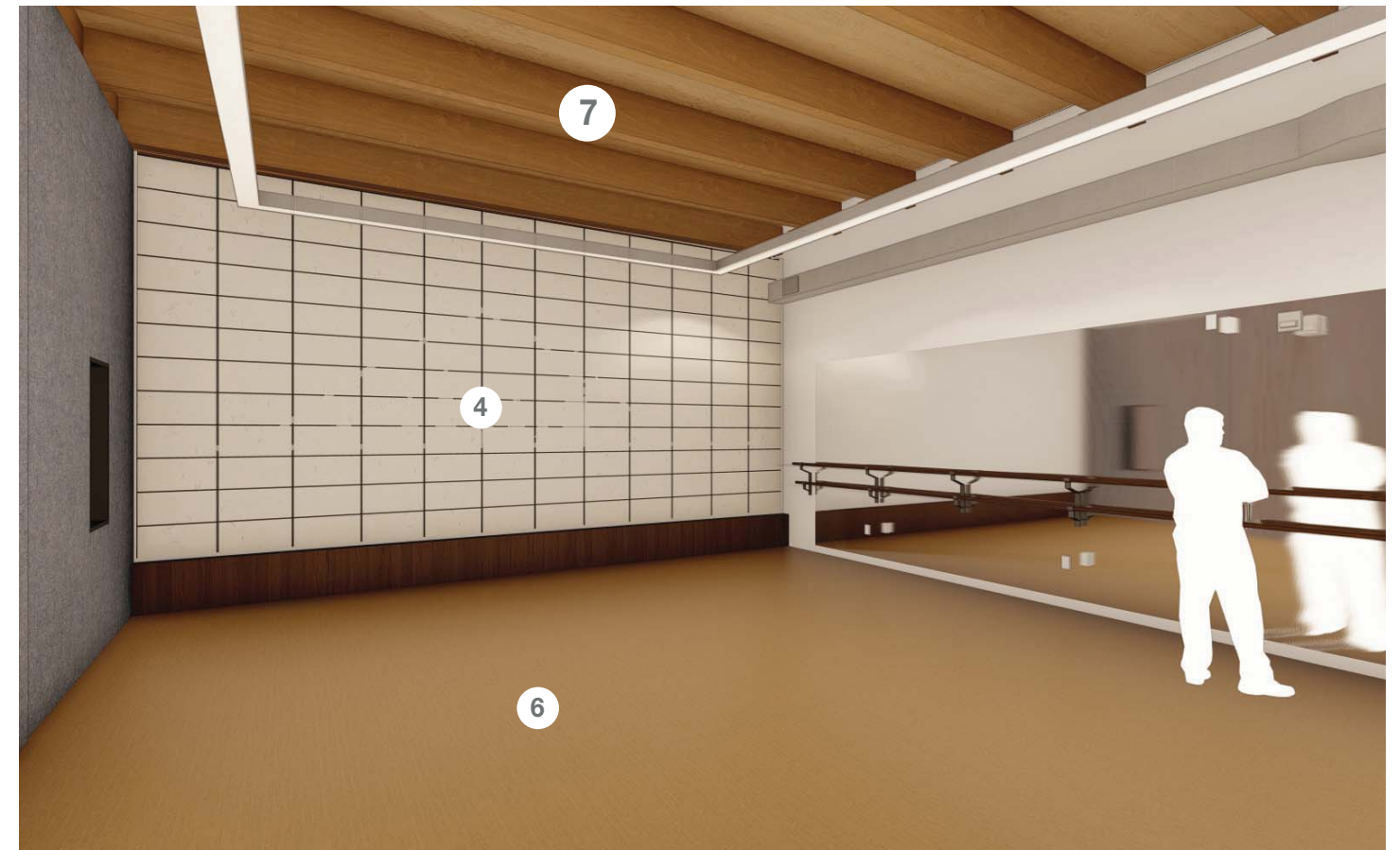
BRAND: SHAW
FINISH: FLAT WEAVE TILE, CRAFTED CLAY



6 POLISHED CONCRETE

GATHERING & ART ROOM
FIRCREST COMMUNITY CENTER FINISHES / JUNE 2020





LAMINATE



BRAND: FORMICA
FINISH: WHITE ASH, STORM SOLIDZ



ACOUSTIC WALLS

BRAND: SOELBERG
COLOR: UOVO - GRAY

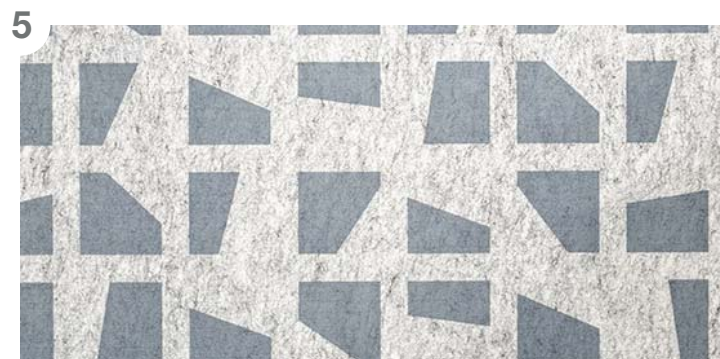


PAINT

BRAND: SHERWIN WILLIAMS
FINISH: CRUSHED ICE



KALWALL



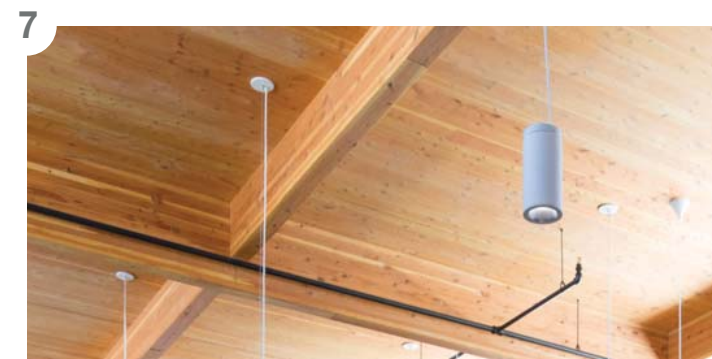
ACOUSTICS / PIN UP

BRAND: SOELBERG DIVISO
COLOR: MUTO - SMALL



SPORTS FLOORING

BRAND: MONDO
FINISH: DARK MAPLE



CEILING STRUCTURE

FITNESS / SMALL MULTIPURPOSE ROOM
FIRCREST COMMUNITY CENTER FINISHES / JUNE 2020



EXTERIOR - BATHHOUSE ENTRY



ACCOUNTS PAYABLE

City Of Fircrest
MCAG #: 0583

As Of: 06/23/2020

Time: 15:25:45 Date: 06/18/2020
Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo	
22369	06/17/2020	06/23/2020	6904	A R C Architects Inc	86,187.68	P#54 Pool / Bathhouse And Community Center Professional Eng. Services 4/26/20 To 5/25/20
	594 76 62 03 Buildings & Structures		301 000 594 Park Bond Capi	86,187.68	P#54 Pool / Bathhouse And Community Center Professional Eng. Services 4/26/20 To 5/25/20	
22384	06/18/2020	06/23/2020	6904	A R C Architects Inc	70,590.45	P#54 Pool / Bathhouse And Community Center Professional Eng. Services 3/26/20 To 4/25/20
	594 76 62 03 Buildings & Structures		301 000 594 Park Bond Capi	70,590.45	P#54 Pool / Bathhouse And Community Center Professional Eng. Services 3/26/20 To 4/25/20	
Total A R C Architects Inc				156,778.13		
22345	06/15/2020	06/23/2020	4298	AWC Employee Benefit Trust	742.50	July 2020 Retired Medical
	521 22 20 01 LEOFF I Medical Premium		001 000 521 General Fund	742.50	07/2020 Retired Medical	
22370	06/17/2020	06/23/2020	3647	Agrishop, Inc	237.93	Parts For Parks Equipment Maintenance
	576 80 31 02 Oper Supplies - Parks		001 000 576 General Fund	237.93	Parts For Parks Equipment Maintenance	
22371	06/17/2020	06/23/2020	3647	Agrishop, Inc	95.85	Oil For Weed-Eaters
	542 30 31 02 Oper Supplies - Street Reg		101 000 542 City Street Fun	95.85	Oil For Weed-Eaters	
Total Agrishop, Inc				333.78		
22350	06/15/2020	06/23/2020	3994	CenturyLink	1,334.20	Telecommunications June 2020
	518 10 42 00 Communication - Non Dep		001 000 518 General Fund	67.11	CH Prim 911 06/2020	
	518 10 42 00 Communication - Non Dep		001 000 518 General Fund	67.11	CH Message 06/2020	
	518 10 42 00 Communication - Non Dep		001 000 518 General Fund	67.11	CH Alarm 06/2020	
	518 10 42 00 Communication - Non Dep		001 000 518 General Fund	448.79	Circuit Line / PRI Line 06/2020	
	518 10 42 00 Communication - Non Dep		001 000 518 General Fund	139.77	DID 06/2020	
	521 22 42 00 Communication - Police		001 000 521 General Fund	138.99	Police BA Machine / Modem 06/2020	
	531 50 42 00 Communication - Storm		415 000 531 Storm Drain	33.55	PW Alarm & Prim 911 06/2020	
	531 50 42 00 Communication - Storm		415 000 531 Storm Drain	16.78	PW Fax 06/2020	
	534 10 42 00 Communication - Water		425 000 534 Water Fund (de	33.55	PW Alarm & Prim 911 06/2020	
	534 10 42 00 Communication - Water		425 000 534 Water Fund (de	32.50	PW DSL / Telemetry 06/2020	
	534 10 42 00 Communication - Water		425 000 534 Water Fund (de	16.78	PW Fax 06/2020	
	535 10 42 01 Communication - Sewer		430 000 535 Sewer Fund (de	33.56	PW Alarm & Prim 911 06/2020	
	535 10 42 01 Communication - Sewer		430 000 535 Sewer Fund (de	32.50	PW DSL / Telemetry 06/2020	
	535 10 42 01 Communication - Sewer		430 000 535 Sewer Fund (de	16.78	PW Fax 06/2020	
	542 30 42 00 Communication - Street		101 000 542 City Street Fun	33.55	PW Alarm & Prim 911 06/2020	
	542 30 42 00 Communication - Street		101 000 542 City Street Fun	16.78	PW Fax 06/2020	

ACCOUNTS PAYABLE

City Of Fircrest
MCAG #: 0583

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576 80 42 00	Communication - Parks		001 000 576 General Fund	67.11	REC Alarm 06/2020
576 80 42 00	Communication - Parks		001 000 576 General Fund	71.88	Parks Prim 911 06/2020
22328	06/10/2020	06/23/2020	331	Cheesman, John G	44.01 Lunch For Interview Oral Board 6/5/20
521 10 49 01	Meals-Other Than Travel/T		001 000 521 General Fund	44.01	Lunch For Interview Oral Board 6/5/20
22360	06/15/2020	06/23/2020	4313	Chuckals Inc	35.60 Disinfectant Wipes (COVID-19 Expense)
518 10 34 01	Central Office Supplies		001 000 518 General Fund	35.60	Disinfectant Wipes (COVID-19 Expense)
22342	06/10/2020	06/23/2020	4324	City Treasurer-City of Tacoma	56,345.11 Fire / EMS July 2020
522 20 40 00	Tacoma Contract - Fire		001 000 522 General Fund	28,411.43	Fire 07/2020
522 20 41 00	Tacoma Contract - EMS		001 000 522 General Fund	27,933.68	EMS 07/2020
22361	06/15/2020	06/23/2020	4318	City of Fircrest Treasurer	3,799.14 June 2020 Interfund
518 30 47 00	Public Utility Services - Ci		001 000 518 General Fund	504.85	06/2020 Interfund
531 50 47 02	Public Utility Services/Bldg		415 000 531 Storm Drain	167.87	06/2020 Interfund
531 50 47 02	Public Utility Services/Bldg		415 000 531 Storm Drain	1.87	06/2020 Interfund
534 10 47 00	Utility Services/Building -		425 000 534 Water Fund (de	167.87	06/2020 Interfund
534 80 47 01	Utility Services/Pumping		425 000 534 Water Fund (de	644.81	06/2020 Interfund
534 80 47 03	Public Utility Services/Met		425 000 534 Water Fund (de	4.35	06/2020 Interfund
535 10 47 00	Utility Services/Building -		430 000 535 Sewer Fund (de	167.87	06/2020 Interfund
535 80 47 04	Public Utility Services/Met		430 000 535 Sewer Fund (de	4.35	06/2020 Interfund
542 30 47 02	Electricity & Gas/Bldg - St		101 000 542 City Street Fun	167.86	06/2020 Interfund
542 30 47 02	Electricity & Gas/Bldg - St		101 000 542 City Street Fun	1.87	06/2020 Interfund
542 80 47 00	Public Utility Services-St E		101 000 542 City Street Fun	150.85	06/2020 Interfund
548 65 47 00	Utilities ShopGarage		501 000 548 Equipment Ren	34.50	06/2020 Interfund
576 20 47 00	Public Utility Services - Po		001 000 576 General Fund	342.90	06/2020 Interfund
576 80 47 00	Public Utility Services - Pa		001 000 576 General Fund	1,437.32	06/2020 Interfund
22365	06/15/2020	06/23/2020	4322	City of Tacoma Washington	8,462.70 Power - Various Locations May 2020
518 30 47 00	Public Utility Services - Ci		001 000 518 General Fund	525.51	City Hall 05/2020
531 50 47 02	Public Utility Services/Bldg		415 000 531 Storm Drain	85.22	PW 05/2020
534 10 47 00	Utility Services/Building -		425 000 534 Water Fund (de	85.22	PW 05/2020
534 80 47 01	Utility Services/Pumping		425 000 534 Water Fund (de	2,968.76	Well #4, #9, GC Tank 05/2020
535 10 47 00	Utility Services/Building -		430 000 535 Sewer Fund (de	85.22	PW 05/2020
535 80 47 01	Utility Services/Pumping		430 000 535 Sewer Fund (de	1,163.42	Draks St L/S, Pump #1, Princeton L/S 05/2020
542 30 47 02	Electricity & Gas/Bldg - St		101 000 542 City Street Fun	85.22	PW 05/2020
542 30 47 03	Electricity/Traffic Lights		101 000 542 City Street Fun	31.42	400 Alameda 05/2020
542 63 47 00	Electricity/Street Lights		101 000 542 City Street Fun	2,241.03	Street Lights 05/2020
548 65 47 00	Utilities ShopGarage		501 000 548 Equipment Ren	23.71	F&E Garage 05/2020

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576 80 47 00	Public Utility Services - Pa		001 000 576 General Fund	1,167.97	Rec Center (Old & New), Tot Lot, Garage, Whittier Lights & Irrig. 05/2020
22317	06/09/2020	06/23/2020	3117	36.72	07-00314.2 - 1438 COTTONWOOD AVE
343 10 00 00	Storm Drain Fees & Charge		415 000 340 Storm Drain	-24.42	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-19.94	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	7.64	
22346	06/15/2020	06/23/2020	3565	6,639.40	May 2020
515 41 41 01	City Attorney		001 000 515 General Fund	1,477.40	05/2020
515 41 41 03	City Prosecutor		001 000 515 General Fund	3,880.40	Fircrest 05/2020
515 41 41 03	City Prosecutor		001 000 515 General Fund	1,281.60	Ruston 05/2020
22332	06/10/2020	06/23/2020	3573	98.09	Copier Usage May 2020 - Police
521 22 45 00	Oper Rentals - Copier - Pol		001 000 521 General Fund	98.09	Copier Usage 05/2020 - Police
22347	06/15/2020	06/23/2020	7227	29,727.95	New Water Meters (100) 2nd Order
594 34 63 01	Other Improvements Water		426 000 594 Water Improve	29,727.95	New Water Meters (100) 2nd Order
22363	06/15/2020	06/23/2020	3589	733.40	June 2020 Town Topics
518 10 49 01	Town Topics/Citizen Comr		001 000 518 General Fund	733.40	06/2020 Town Topics
22348	06/15/2020	06/23/2020	365	12.08	Chaplain Medical Aid 2/28 - 4/2 (32.5 Hrs)
521 22 49 06	Chaplaincy Program		001 000 521 General Fund	12.08	Chaplain Medical Aid 2/28 - 4/2 (32.5 Hrs)
22357	06/15/2020	06/23/2020	4310	158.63	May 2020 Excise Taxes
518 20 43 01	Excise Tax Time/Temp Re		001 000 518 General Fund	3.30	05/2020 Excise Taxes
518 20 43 01	Excise Tax Time/Temp Re		001 000 518 General Fund	111.70	05/2020 Excise Taxes
521 22 49 01	Uniforms/Clothing/Laundry		001 000 521 General Fund	12.61	05/2020 Excise Taxes
531 50 44 00	Excise Tax - Storm		415 000 531 Storm Drain	12.32	05/2020 Excise Taxes
534 10 44 00	Excise Tax - Water		425 000 534 Water Fund (de	18.70	05/2020 Excise Taxes
22349	06/15/2020	06/23/2020	9254	46.16	Business Cards - J. Schmidtke
518 10 34 02	Central Office Printing		001 000 518 General Fund	46.16	Business Cards - J. Schmidtke
22334	06/10/2020	06/23/2020	8610	3,254.00	June 2020 Janitorial Services
518 30 41 01	Contract Maintenance		001 000 518 General Fund	3,254.00	06/2020 Janitorial Services
22367	06/16/2020	06/23/2020	1967	153.18	04-00340.4 - 804 ELECTRON WAY
343 10 00 00	Storm Drain Fees & Charge		415 000 340 Storm Drain	-34.37	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-36.84	

ACCOUNTS PAYABLE

City Of Fircrest
MCAG #: 0583

As Of: 06/23/2020

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	-81.97	
22339	06/10/2020	06/23/2020	3666	212.65	Air Filters - Public Works
	518 30 31 03	Oper Sup/PWF	001 000 518 General Fund	212.65	Air Filters - PW
22368	06/16/2020	06/23/2020	2646	102.21	05-03490.1 - 1322 FARALLONE AVE
	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	-24.69	
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	-54.51	
22343	06/15/2020	06/23/2020	3692	64.87	Supplies To Paint Curb At Public Safety Building
	518 30 31 02	Oper Sup/PSB Bldg	001 000 518 General Fund	64.87	Supplies To Paint Curb - PSB
22344	06/15/2020	06/23/2020	3692	44.83	Water Supplies
	534 50 31 01	Oper Supplies - Water Mai	425 000 534 Water Fund (de	44.83	Water Supplies
			Total Home Depot Credit Services	109.70	
22338	06/10/2020	06/23/2020	4131	615.83	June 2020 Boarding Contract
	554 30 41 00	Animal Control	001 000 554 General Fund	615.83	06/2020 Boarding Contract
22377	06/17/2020	06/23/2020	3751	6,632.00	P#62 Alameda Grind & Overlay Prof. Eng. Services Through 5/25/20
	595 10 63 06	Project Eng	101 000 594 City Street Fun	6,632.00	P#62 Alameda Grind & Overlay Prof. Eng. Services Through 5/25/20
22378	06/17/2020	06/23/2020	3751	5,232.25	P#63 Emerson Sidewalk Prof. Eng. Services Through 5/25/20
	595 10 63 06	Project Eng	101 000 594 City Street Fun	5,232.25	P#63 Emerson Sidewalk Prof. Eng. Services Through 5/25/20
			Total KPG, PS	11,864.25	
22321	06/10/2020	06/23/2020	8773	401,515.25	P#60 Pool And Bathhouse Progress Through 5/31/20
	594 76 62 03	Buildings & Structures	301 000 594 Park Bond Capi	401,515.25	P#60 Pool And Bathhouse Progress Through 5/31/20
22331	06/10/2020	06/23/2020	3776	74.35	Shredding May 2020 - City Hall
	512 50 49 00	Miscellaneous - Court	001 000 512 General Fund	42.15	Shredding - Court 05/2020
	514 23 49 00	Miscellaneous - Finance	001 000 514 General Fund	32.20	Shredding - Finance 05/2020

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
22374	06/17/2020	06/23/2020	5079	Les Schwab Tires	189.30 Parks Mower Tire Repair
	548 65 48 11 O & M - Parks/Rec		501 000 548 Equipment Ren	189.30	Parks Mower Tire Repair
22355	06/15/2020	06/23/2020	318	Maenhout, Sherry L	10.98 Disinfectant Wipes (COVID-19 Expense)
	518 30 31 04 Oper Sup/CH		001 000 518 General Fund	10.98	Disinfectant Wipes - CH (COVID-19 Expense)
22386	06/18/2020	06/23/2020	8293	Martin, Robert	39.49 03-02300.9 - 409 ALAMEDA AVE
	343 10 00 00 Storm Drain Fees & Charge		415 000 340 Storm Drain	-8.80	
	343 40 00 00 Sale Of Water		425 000 340 Water Fund (de	-9.43	
	343 50 00 00 Sewer Revenues		430 000 340 Sewer Fund (de	-21.26	
22327	06/10/2020	06/23/2020	9138	Medley, Norrisa	65.00 Refund Youth Baseball Fees (COVID-19 Cancellation) - 1st Check Had Incorrect Name And Was Voided 6/8/20
	347 60 00 02 Youth Baseball Registration		001 000 340 General Fund	-65.00	Refund Youth Baseball Fees (COVID-19 Cancellation) - 1st Check Had Incorrect Name And Was Voided 6/8/20
22316	06/09/2020	06/23/2020	8106	Meeker, Jennifer	29.18 07-00125.4 - 1537 COTTONWOOD AVE
	343 10 00 00 Storm Drain Fees & Charge		415 000 340 Storm Drain	-6.50	
	343 40 00 00 Sale Of Water		425 000 340 Water Fund (de	-6.97	
	343 50 00 00 Sewer Revenues		430 000 340 Sewer Fund (de	-15.71	
22341	06/10/2020	06/23/2020	3923	Orca Pacific Inc	549.77 Chlorine For Wells (145 Gallons)
	534 80 31 03 Oper Supplies - Chlorine		425 000 534 Water Fund (de	549.77	Chlorine For Wells (145 Gallons)
22359	06/15/2020	06/23/2020	3958	PC Budget & Finance - Jail	440.04 May 2020 Jail Services
	523 60 40 01 Jail		001 000 523 General Fund	440.04	05/2020 3 Bookings, 3 Daily
22333	06/10/2020	06/23/2020	3957	PC Budget & Finance	33,495.00 Assigned Council Services - Indigent Defense (Jan - Jun 2020)
	515 41 41 00 Assigned Counsel		001 000 515 General Fund	33,495.00	Assigned Council Services - Indigent Defense (Jan - Jun 2020)
22366	06/16/2020	06/23/2020	3025	Painter, Cortney	61.88 07-00134.2 - 1550 CHERRY AVE
	343 10 00 00 Storm Drain Fees & Charge		415 000 340 Storm Drain	-29.93	
	343 40 00 00 Sale Of Water		425 000 340 Water Fund (de	-28.51	
	343 50 00 00 Sewer Revenues		430 000 340 Sewer Fund (de	-3.44	
22330	06/10/2020	06/23/2020	4680	Parametrix Engineering	5,539.20 P#60 Pool And Bathhouse Prof. Services Through 5/2/20

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
594 76 62 03	Buildings & Structures		301 000 594 Park Bond Capi	5,539.20	P#60 Pool And Bathhouse Prof. Services Through 5/2/20
22385	06/18/2020	06/23/2020	3955		Petrocard Systems Inc
				232.39	Gas / Fuel June 2020
548 65 31 11	Parks/Rec Gas		501 000 548 Equipment Ren	50.98	Parks 06/2020
548 65 31 12	Street Gas		501 000 548 Equipment Ren	88.42	Street 06/2020
548 65 31 13	Storm Gas		501 000 548 Equipment Ren	53.15	Storm 06/2020
548 65 31 14	Wtr/Swr Gas		501 000 548 Equipment Ren	39.84	W / S 06/2020
22351	06/15/2020	06/23/2020	3986		Puget Sound Energy, BOT-01H
				58.71	Natural Gas - Public Works May 2020
531 50 47 02	Public Utility Services/Bldg		415 000 531 Storm Drain	14.67	Natural Gas - PW 05/2020
534 10 47 00	Utility Services/Building -		425 000 534 Water Fund (de	14.68	Natural Gas - PW 05/2020
535 10 47 00	Utility Services/Building -		430 000 535 Sewer Fund (de	14.68	Natural Gas - PW 05/2020
542 30 47 02	Electricity & Gas/Bldg - St		101 000 542 City Street Fun	14.68	Natural Gas - PW 05/2020
22352	06/15/2020	06/23/2020	3986		Puget Sound Energy, BOT-01H
				100.39	Natural Gas - City Hall May 2020
518 30 47 00	Public Utility Services - Ci		001 000 518 General Fund	100.39	Natural Gas - CH 05/2020
22353	06/15/2020	06/23/2020	3986		Puget Sound Energy, BOT-01H
				76.73	Natural Gas - Rec Center May 2020
576 80 47 00	Public Utility Services - Pa		001 000 576 General Fund	76.73	Natural Gas - REC 05/2020
			Total Puget Sound Energy, BOT-01H	235.83	
22335	06/10/2020	06/23/2020	8893		Right Systems INC
				3,350.00	IT Managed Services June 2020
518 81 41 01	Prof Svcs - I/S		001 000 518 General Fund	3,350.00	IT Managed Services 06/2020
22375	06/17/2020	06/23/2020	8893		Right Systems INC
				7,350.11	SAA# 1755, 1756, 1757, 1758 HP ProBooks - (COVID-19 Expense)
518 10 35 00	Small Tools & Equip - Nor		001 000 518 General Fund	7,350.11	SAA# 1755, 1756, 1757, 1758 HP ProBooks - (COVID-19 Expense)
22376	06/17/2020	06/23/2020	8893		Right Systems INC
				365.20	Microsoft Office Software For Court Laptop
518 81 49 01	Software Licenses		001 000 518 General Fund	365.20	Microsoft Office Software For Court Laptop
			Total Right Systems INC	11,065.31	
22329	06/10/2020	06/23/2020	337		Roberts, Christopher
				33.03	#60452D Gas (Away From City)
548 65 31 08	Police Gas		501 000 548 Equipment Ren	33.03	#60452D Gas (Away From City)

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo	
22336	06/10/2020	06/23/2020	4035	Sarco Supply	130.43	Janitorial Supplies - Rec Center (COVID-19 Expense)
	518 30 31 01	Oper Sup/Rec Bldg	001 000 518	General Fund	130.43	Janitorial Supplies - REC (COVID-19 Expense)
22337	06/10/2020	06/23/2020	4035	Sarco Supply	54.41	Maintenance Supplies - Rec Center (COVID-19 Expense)
	518 30 48 01	Rep & Maint - Rec Bldg	001 000 518	General Fund	54.41	Maintenance Supplies - Rec Center (COVID-19 Expense)
22340	06/10/2020	06/23/2020	4035	Sarco Supply	89.02	Janitorial Supplies - City Hall (COVID-19 Expense)
	518 30 31 04	Oper Sup/CH	001 000 518	General Fund	89.02	Janitorial Supplies - CH (COVID-19 Expense)
				Total Sarco Supply	273.86	
22354	06/15/2020	06/23/2020	8597	South Tacoma Glass Specialists	168.37	Police Office Door Window
	518 30 31 02	Oper Sup/PSB Bldg	001 000 518	General Fund	168.37	Police Office Door Window
22356	06/15/2020	06/23/2020	4084	Staples Business Advantage	86.25	Court Supplies
	512 50 31 00	Office & Oper Sup-Court	001 000 512	General Fund	86.25	Court Supplies
22358	06/15/2020	06/23/2020	4133	Tacoma Rubber Stamp	17.57	Replacement Ink Pads
	518 10 34 01	Central Office Supplies	001 000 518	General Fund	17.57	Replacement Ink Pads
22318	06/09/2020	06/23/2020	8401	Tracey, Paul	60.75	03-01970.0 - 445 BUENA VISTA AVE
	343 10 00 00	Storm Drain Fees & Charge	415 000 340	Storm Drain	-28.17	
	343 40 00 00	Sale Of Water	425 000 340	Water Fund (de	-27.76	
	343 50 00 00	Sewer Revenues	430 000 340	Sewer Fund (de	-4.82	
22322	06/10/2020	06/23/2020	6749	Tri-Tec Communications Inc	120.89	Service Call 5/4/20
	548 65 48 05	O & M - Non-Dept.	501 000 548	Equipment Ren	120.89	Service Call 5/4/20
22387	06/18/2020	06/23/2020	8484	US Bank, Recreation Dept Account	311.63	Rec Charges Through 5/25/20
	573 90 49 01	Community Events	001 000 573	General Fund	311.63	Grad Celebration Supplies And Website Graphics
22364	06/15/2020	06/23/2020	4172	Union 76 Royal	802.36	Gas / Fuel June 2020
	548 65 31 08	Police Gas	501 000 548	Equipment Ren	381.81	Police 06/2020
	548 65 31 11	Parks/Rec Gas	501 000 548	Equipment Ren	55.63	Parks 06/2020
	548 65 31 12	Street Gas	501 000 548	Equipment Ren	194.42	Street 06/2020
	548 65 31 14	Wtr/Swr Gas	501 000 548	Equipment Ren	170.50	W / S 06/2020

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo		
22388	06/18/2020	06/23/2020	4178		University Place Refuse Inc	72.17	Dropbox Delivery Fee For Public Works Yard Clean-Up May 2020
	542 30 47 01	Dumping Fees - Street	101 000 542	City Street Fun		72.17	Dropbox Delivery Fee - PW Yard Clean-Up 05/2020
22324	06/10/2020	06/23/2020	9253		University Place Tire & Auto	40.61	#62852D LOF
	548 65 48 12	O & M - Street	501 000 548	Equipment Ren		40.61	#62852D LOF
22325	06/10/2020	06/23/2020	9253		University Place Tire & Auto	290.13	#38484D Replaced Neutral Safety Switch
	548 65 48 12	O & M - Street	501 000 548	Equipment Ren		290.13	#38484D Replaced Neutral Safety Switch
22326	06/10/2020	06/23/2020	9253		University Place Tire & Auto	45.70	#63582D LOF
	548 65 48 12	O & M - Street	501 000 548	Equipment Ren		45.70	#63582D LOF
				Total University Place Tire & Auto		376.44	
22319	06/10/2020	06/23/2020	4188		Verizon Wireless LLC	86.35	June 2020 Police Air Cards (11) And 1 Officer
	521 22 42 00	Communication - Police	001 000 521	General Fund		86.35	06/2020 Police Air Cards (11) And 1 Officer
22320	06/10/2020	06/23/2020	4188		Verizon Wireless LLC	1,067.31	June 2020 Shared Plan (24 Lines)
	513 10 42 00	Communication - Admin	001 000 513	General Fund		47.45	City Manager 06/2020
	518 30 42 00	Communication - Fac/Equi	001 000 518	General Fund		76.03	Maint. Supervisor & Custodian 06/2020
	521 22 42 00	Communication - Police	001 000 521	General Fund		419.61	Chief & Air Card, 2 Sergeants & 5 Officers 06/2020
	524 20 42 00	Communications- Bldg	001 000 524	General Fund		23.72	B / P Admin 06/2020
	531 50 42 00	Communication - Storm	415 000 531	Storm Drain		93.04	PW Director, Crew & Air Card 06/2020
	534 10 42 00	Communication - Water	425 000 534	Water Fund (de		93.04	PW Director, Crew & Air Card 06/2020
	535 10 42 01	Communication - Sewer	430 000 535	Sewer Fund (de		93.04	PW Director, Crew & Air Card 06/2020
	542 30 42 00	Communication - Street	101 000 542	City Street Fun		93.04	PW Director, Crew & Air Card 06/2020
	558 60 42 00	Communications - Planning	001 000 558	General Fund		23.73	B / P Admin 06/2020
	576 80 42 00	Communication - Parks	001 000 576	General Fund		104.61	Parks Director, Maint. Super & Comm. Events Spec 06/2020
				Total Verizon Wireless LLC		1,153.66	
22372	06/17/2020	06/23/2020	4108		Washington Tractor	303.77	Replacement Wheels For Parks Mowers
	548 65 48 11	O & M - Parks/Rec	501 000 548	Equipment Ren		303.77	Replacement Wheels For Parks Mowers
22373	06/17/2020	06/23/2020	4108		Washington Tractor	83.38	John Deere 455 Mower Repair - Fuse Holder
	548 65 48 11	O & M - Parks/Rec	501 000 548	Equipment Ren		83.38	John Deere 455 Mower Repair - Fuse Holder

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
			Total Washington Tractor	387.15	
22362	06/15/2020	06/23/2020	4246 Whistle Workwear	224.98	Boots - J. Marzano, Helmets For Summer Workers
531 50 20 01	Contract Benefits - Storm		415 000 531 Storm Drain	42.15	Boots - J. Marzano
534 10 20 01	Contract Benefits - Wtr Ad		425 000 534 Water Fund (de	42.15	Boots - J. Marzano
535 10 20 01	Contract Benefits - Swr Ad		430 000 535 Sewer Fund (de	42.14	Boots - J. Marzano
542 30 20 01	Contract Benefits - Street R		101 000 542 City Street Fun	42.15	Boots - J. Marzano
542 30 35 00	Small Tools & Equip-St Re		101 000 542 City Street Fun	56.39	Helmets For Summer Workers
22323	06/10/2020	06/23/2020	5286 Winsupply	311.95	Weed Killer For ROW's
542 30 31 02	Oper Supplies - Street Reg		101 000 542 City Street Fun	311.95	Weed Killer For ROW's

Report Total: 739,583.45

Fund	
001 General Fund	121,222.64
101 City Street Fund	15,279.06
301 Park Bond Capital Fund	563,832.58
415 Storm Drain	622.67
425 Water Fund (department)	4,871.15
426 Water Improvement Fund	29,727.95
430 Sewer Fund (department)	1,827.63
501 Equipment Rental Fund	2,199.77

This report has been reviewed by:

REMARKS:

Signature & Title

Date



Washington State
Liquor and Cannabis Board
PO Box 43098

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

CITY OF FIRCREST

JUN 12 2020

RECEIVED

June 06, 2020

Dear Local Authority:

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

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

1) Objection to License Renewal

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

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

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

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

2) Status of License While Objection Pending

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

3) Procedure Following Licensing Division Receipt of Objection

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

4) Procedure if Board Does Not Renew License

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

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

JUN 12 2020

RECEIVED

5) Procedure if Board Renews License Over Your Objection

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

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

Sincerely,

Rebecca Smith

Rebecca Smith, Director,
Licensing and Regulation Division

LIQ 864 07/10

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 06/06/2020

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF FIRCREST
(BY ZIP CODE) FOR EXPIRATION DATE OF 20200930

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. RICKY AND STEPHANIE LLC	SHOGUN JAPANESE EXPRESS 2009 MILDRED ST W FIRCREST WA 98466 0000	406311	BEER/WINE REST - BEER/WINE



LIQUOR LICENSE RENEWAL

Applicant Information

Licensee Name: Ricky & Stephanie, LLC
Establishment Name: Shogun Japanese Express
Address: 2009 Mildred Street W
License Number: 406311
Request Received: 6/12/2020
Expiration Date: 9/6/2020

Department Comments

Finance

No concerns

Planning and Building

Permitted Use. No objections.

Police

We have had no problems with the service of liquor at this establishment.

Colleen Corcoran

Director Signature

6/15/2020

Date

Angelie Stahlnecker

Director Signature

6/15/2020

Date

John Cheesman

Director Signature

06/16/2020

Date

CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL (Meeting was held primarily by remote attendance)

Mayor Hunter T. George called the regular meeting to order at 7:05 P.M. and led the Pledge of Allegiance. Councilmembers David M. Viafore, Shannon Reynolds, Brett Wittner, Joe Barrentine, and Jamie Nixon were present. Councilmember Denny Waltier was absent and excused.

PRESIDING OFFICER’S REPORT

A. Proclamation: Anti-Racism

Mayor George introduced the anti-racism proclamation and read it into the records. **Viafore MOVED to authorize the Mayor’s signature on the proclamation proclaiming the City Council’s intention to listen, to learn, to be willing to experience discomfort, to collaborate with community partners, and to protect the Constitutional and human rights of every person who lives, works and visits the city; seconded by Nixon.** George invited Council comment; discussions included the importance of listening and making small steps along a long journey as well as learning from our mistakes in order to make progress. A brief discussion was held on the decision to display the Thin Blue Line flag in the breakroom at the police station. Council consensus was that Black Lives Matter and Council is committed to engaging in meaningful conversations, that may be uncomfortable but necessary to ensure equity among our citizens and those who visit our City. George invited public comment;

- Kathy Weber, 120 Farallone Ave, commented that we are ready to tackle the issue and asked about the steps moving forward.
- Jonathon Hart, A Tacoma resident, commented that he would like the verbiage to change on the proclamation under the last “WHEREAS” statement. He also asked that council sign the “8 Can’t-Wait” campaign.
- Kyle, an Auburn resident, commented that he attended the march on Friday and supports what the City is doing.
- Chris Sprinker, 109 Eldorado Ave, read his previously submitted comment aloud.
- Brian Rybolt, 1036 Daniels Drive, commented that he would like to see Council reconsider the latest Planning Commission appointments.

Mayor George read the following previously received comments into the record. They are attached.

- Jenny Stryker, 446 Buena Vista Ave.
- Kory Eggenberger, a Lakewood resident.
- Anthony Chelf, 813 Electron Way.

George again invited Council comment; discussions included diversity and equitable representation on our appointed commissions and elected positions as well as the Force Investigation Team that came from the passing of I-940. Comments also included the best practices to engage the community while in a pandemic and staff plans to bring a review of current police policies to the Council at the next study session. George again invited public comment; Danae Dotolo commented that she recommended using a consultant for guiding inclusion and equity policies. **Wittner MOVED to amend the proclamation to read, “to fight for an equitable future” in the last “WHEREAS” statement; seconded by Nixon. The Motion Carried (6-0).**

The Motion Carried as Amended (6-0)

PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA

There were none.

COMMITTEE, COMMISSION, AND LIAISON REPORTS

A. Administration

Viafore reported that he and City Manager Pingel are back to meeting regularly and sales tax reports for March were better than expected. He reported that the garbage contract will be coming before Council soon and that Staff will be addressing the pool dedication options depending on what phase Pierce County is in. Viafore also reminded Council about the importance of getting voucher certifications signed.

B. Environmental, Planning, and Building

Waltier was absent. No report provided.

C. Finance, IT, Facilities

Barrentine reported that the finance department is starting cross-training and is also starting the 2021 budget. He also reports that the hardware transition with Right Systems has been pushed out creating hardship for staff. Reynolds asked if we will be following up at regular intervals with Right Systems. Barrentine reports that once the transition is complete, staff will review and update the Council.

D. Other Liaison Reports

No other reports provided

CONSENT CALENDAR

George requested the City Clerk read the Consent Calendar as follows: approval of Voucher No. 215086 through Voucher Check No. 215130 in the amount of \$84,859.86; approval of Payroll Check No. 13905 through Payroll Check No. 13908 in the amount of \$8,269.68; approval of Payroll Check No. 13909 through Payroll Check No. 13914 in the amount of \$85,879.78; approval of Payroll Check No. 13869 through Payroll Check No. 13874 in the amount of \$85,183.21; approval of Payroll Check No. 13915 through Payroll Check No. 13916 in the amount of \$107,817.30; approval of the May 26, 2020, Regular Meeting Minutes as corrected; **Reynolds MOVED to approve the Consent Calendar as read; seconded by Wittner. The Motion Carried (6-0).**

PUBLIC HEARING

No public hearing was scheduled.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

There was no unfinished business.

CITY MANAGER COMMENTS

City Manager Pingel reported that the upcoming study session will be discussions on police policies and summer events.

DEPARTMENT HEAD COMMENTS

Planning & Building Administrator Stahlnecker addressed the Council with an update on the Form-Based Code timeline. Stahlnecker asked for feedback on how to proceed with the final presentation from Rangwala & Associates on Form-Based Code. Council consensus was to have

Mr. Rangwala present in person and to send notices to homeowners notifying them of the extension.

Police Chief Cheesman thanked Council for their passion and will work to ensure the Council gets the policies before them at the study session.

Public Works Director Wakefield updated the Council on the Alameda Overlay Project and the Emerson Sidewalk Extension Project. Wakefield reports that the Alameda Project is ready for bid and the curb issue can be addressed as a bid alternate; however, it is not authorized in the grant funding. The Emerson Sidewalk Extension Project is likely to be authorized for bid as well. A brief discussion was held on when and how communication with adjacent properties will be provided.

Parks and Recreation Director Grover reported that the tennis courts are now open. A brief discussion was held on how staff intends to inform the public that the courts are now open.

COUNCILMEMBER COMMENTS

- Viafore; expressed thanks to the public for joining the meeting and mentioned that there is a lot of work ahead of us. Viafore commented that he and City Manager Pingel have discussed the monument sign for the new community center and expressed concern with the policy of memorial benches and the price being higher for the Community Center benches. He wants to ensure the cost of the memorial benches, outside of the scope of the community center project, will remain affordable. Viafore read a comment from the law enforcement officers that have reached out to him. He also commented about the great work Facilities Maintenance Supervisor Bryce Wakefield has been doing around the City.
- Reynolds shared a website link: coronavirus.jhu.edu/testing/individual-states/washington and commented on her concern about the COVID-19 7-day rolling trend going up and the daily numbers steeply rising.
- Wittner; Thanked the public for joining the meeting and let the public know they are always welcome. Wittner is looking forward to having in-person meetings sometime in the future.
- Barrentine; commented that he and his family attended the march on Friday and thanked the Police Department for keeping the protesters safe and letting their voices be heard. He echoed Councilmember Reynold's concerns that safety is a priority.
- Waltier; absent; no report.
- Nixon: Thanked the public for their attendance and would like to continue online access to meetings after COVID-19. Nixon expressed concern with staff removing or hiding comments on the City's Facebook page. He hopes for training in the future to ensure that this does not happen again.
- George: Thanked those who attended and commented that the Facebook comments issue is being handled by City Manager Pingel. George recommended two books to open the discussion of race. He also mentioned that the pool dedication conversations are starting and to stay tuned for future updates.

EXECUTIVE SESSION

No executive session was scheduled.

June 9, 2020

Fircrest City Council Meeting Minutes – Regular 4

ADJOURNMENT

Viafore MOVED to adjourn the meeting at 9:01 P.M., seconded by Reynolds. The Motion Carried (6-0).

Hunter T. George, Mayor

Jayne Westman, City Clerk

Jayne Westman

From: Anthony Chelf <[REDACTED]>
Sent: Tuesday, June 9, 2020 1:44 PM
To: Jayne Westman
Subject: Public Comment

Follow Up Flag: Follow up
Flag Status: Flagged

Good afternoon,

My name is Anthony Chelf and this is the public comment I would like read at the June 9th, 2020 council meeting. Thank you for your time.

Thank you for the proclamation with regards to the ongoing protests. However, I think it is important to physically and overtly say the words you danced around. There is power in words. I want to hear you say, "BLACK LIVES MATTER."

Sincerely,

Anthony C.

813 Electron Way
Fircrest, WA 98466

disclosure unless lawfully exempt.

From: Kory Eggenberger <[REDACTED]>
Sent: Monday, June 8, 2020 7:51 PM
To: Jayne Westman <jwestman@cityoffircrest.net>
Subject: Meeting on 6/9/2020

Hello,

Last Friday I participated in the peaceful protest March that was put together by Walk With Us 253. When we arrived in University Place, one of our advocates asked the Chief of Police to commit that more officers would take action and walk along side us moving forward. He committed to doing so, and I would just like to ask that the Fircrest community leaders will make sure that this indeed happens. The best way to show support for a community in need is to join the cause and follow through on promises.

Thank you for your time.

Sincerely,

Kory Eggenberger

9317 114th ST SW
Lakewood, WA 98498

Chief Cheeseman,

This is a letter in response to the community bulletin posts on the City of Fircrest Facebook page, posted on your behalf.

My name is Jenny Stryker and I have been a resident here in Fircrest since 2008. I am a retired Air Force veteran, an MSW (Master Social Work) and an active member here in our community. My role as a Social Worker aligns with my person values and the way I live my daily life. The Social Work profession is similar to Law Enforcement in that it is guided by a Code of Ethics that defines the values and principles of how we conduct our practice in communities. Just as it is the mission of Law Enforcement to “protect and serve all individuals and to respect the inherent life, liberty dignity and worth of all individual”, the mission of the Social Worker is to act to prevent and eliminate domination of, exploitation of, and discrimination against and person, group, or class on the basis of race, ethnicity, etc.....Just as you are always a Law Enforcement officer, I am always a Social Worker.


I was very proud to see so many community leaders participating in the recent protest against police brutality. I am sure that when you took a knee to show your solidarity to the black community and pay respect to the black lives lost at the hands of police, you were thinking of ways you could work toward making things right in your community and beyond. I say this because you followed your actions with a community post that detailed your thought process and how you “failed to register the problem” with regard to displaying the blue line flag within the police station. You also stated in this release that you would “remove this flag immediately” and 129 community comments followed applauding your decision to do so. But not so fast...One day later you reneged and released another “Message from the Chief”.

This post was much more detailed and much more problematic. Through your own basic internet search, you determined that your gut instinct to take down the flag and honor your position as an ally to the black community, was less important than keeping the flag up and supporting a divisive and racist material object. This is unacceptable and more than that, it is in direct opposition of your previous actions. This is not what a community leader does; a community leader leads with integrity.

Chief how do you take a knee in solidarity, pose for pictures with black men while protesting against police violence only to turn around and issue these statements to the community? What a slap in the face. What you did is called “whitesplaining and it is not ok. You can not try to out-explain the history of the blue line flag. Those of us fighting for black justice know that this flag is used to represent the “All Lives Matters” movement which was created as the antithesis to the Black Lives Matters movement. The mere fact that this flag has caused hurt and pain to the black community should be enough for you to say you will take it down. You cannot deny their history Chief. You cannot rewrite their history and you cannot take a passive stance when our black brothers and sisters are being murdered by the very people that wear your uniform.

This is not the radical transformation we are demanding of law enforcement; this is really the least action you could do to support the black community. I encourage you to reach out to those

of us committed to this cause for further education and ways you can make a positive change by using your place of privilege as Chief of Police in the City of Fircrest.

Jenny Stryker, MSW
446 Buena Vista Ave Fircrest


"Please, do not let the officer who
Murdered George Floyd define what you think
about LAW ENFORCEMENT OFFICERS IN GENERAL.

There ARE SO MANY GREAT OFFICERS OUT THERE
WHO PUT THEIR ~~LIFE~~ LIVES ON THE LINE FOR US
EVERY DAY & THEY DO NOT DESERVE THE HATE!"

> Sent: Tuesday, June 9, 2020 9:59 AM
> To: Jayne Westman <jwestman@cityoffircrest.net>
> Subject: June 9th Council Meeting Public Comment
>
>

> To Mayor George, distinguished members of the council, and fellow members of the community, thank you for your presence and for tuning in today. To Mayor George and Police Chief Cheesman, I want to say, as a life time resident of Tacoma/Fircrest, your participation with the Walk With Us march on June 5th was much appreciated, and serves as an extraordinary example for other community leaders (local or otherwise), as well as my fellow members of the community. Your empathy and humility showed great strength.

> My name is Chris Sprinker. I am a 32 year old black man, and I take great pride in living in this community. As a bit of reference, my Great Grandfather, Harry Sprinker, for whom Sprinker Recreation Center was named after, was a Pierce County Commissioner for 20 years, and helped create the Parks & Recreation Department, as well as direct the rebuilding of the now "old" Narrows Bridge after Galloping Gertie collapsed. My father, Command Sergeant Major Early Crosson Sr., fought with the U.S. Army in the Korean and Vietnam Wars. Following his military service, he served as a juvenile probation officer at Remann Hall for over 20 years. My mother, Patty Sprinker, worked as a court services assistant for 30 years at Remann Hall. I have continued in the public service tradition, working as a case coordinator with Pierce County Superior Court. My love for my community runs deep and is unconditional.

> Mayor George, in your powerful and thoughtful statement, you indicated that talking about race is uncomfortable for white people. Well, me being a former collegiate and professional athlete, a large part of improving your skills is found when we make ourselves uncomfortable. For example, for one to get stronger and build muscle, it is paramount to gradually increase the amount of weight you lift during strength training. Or, in playing a musical instrument, you must practice, practice, practice if you want to make it to Carnegie Hall. Talking about race more often can serve to hone our skills in being more comfortable with having these types of conversations, and building a stronger relationship with our neighbors. It goes without saying, the brutal murder of George Floyd has left me feeling angry, afraid, and helpless. Lately, there have been too many sleepless nights, filled with thoughts of anguish and frustration. The issue of racism that the black community faces is more deep rooted than you may be aware of, or that some are willing to accept.

> As a warning, things are about to get uncomfortable. Slave Patrols were organized groups or militias of white men, that were in some states, required community members to serve and police slaves and escaped slaves. These groups were given privileges, and given special discretion, to use means that included corporal punishment to discipline the slaves who disobeyed "slave codes". In 1865 and through Reconstruction, when these patrols were disbanded and would morph into groups, such as the KKK. These groups still felt it was their duty to keep the order that they were accustomed to. Old patrol practices would still be adopted by Southern Police forces, and would gradually move to the North. Fast forward to May 25, 2020, and we can draw a parallel to the situation involving Amy Cooper and Christian Cooper. When Amy Cooper and Christian Cooper encounter one another in Central Park, New York, Amy (white female), feeling that Christian (black male) was acting out of his place by asking her to follow park rules, and feeling that he should know where he stands in society, threatened to call the police and tell them that "...an African American man... is threatening me." The mere fact the she understands that Mr. Cooper is seen as holding a lower spot on societies rug, and believes that there is actual power behind those words, and knowing the fear and pain that her making that call could result in for Christian Cooper, scares me to death.

> The roots of systemic racism run deep, and to dig them out, we all must agree to take aggressive and immediate actions to correct this path. I ask each member, if willing, to share their thoughts, reaction, and if they have any plan to address these issues in our community professionally and personally. Please also keep in mind, that your silence or unwillingness to face head on this uncomfortable topic, will not help strengthen your ability to assist in the making meaningful progress for our community. So, I urge you to step out of what may be your comfort zone, so that we may grow closer. I do feel encouraged after experiencing and seeing the outpouring of support from my community during the march. However, there were several instances where the language of hate was directed towards our group of peaceful protesters, who want nothing more than to have equality, liberty and justice for all. From the bottom of my heart, I thank you all for your time.

> -Chris Sprinker

109 Eldorado Ave
Fircrest, WA 98466

read on call

Jayne Westman

From: Jonathan Hart [REDACTED]
Sent: Tuesday, June 9, 2020 12:55 PM
To: Jayne Westman
Subject: Comment for June 9 CC meeting

Follow Up Flag: Follow up
Flag Status: Flagged

To the Fircrest Mayor and City Council:

First i would like to acknowledge your leadership during unprecedented times. Seeing you engage with a severely underrepresented part of the community and do so with humility was heartwarming and an example of what our community leaders should be doing.

Amongst many other things that you will be discussing, i would like to ask that you not limit your sights on just your own community of Fircrest. The change that needs to be happen must be holistic throughout all communities. Our leaders in neighboring Olympia could take a lesson or two from your book. Please consider reaching out to Mayor Selby and others like her to work together to make the impacts and changes you are doing here more widespread.

Thank you.
Jonathan Hart

--
Jonathan Hart
[REDACTED]

1111 97th STE
Tacoma, WA 98445

Spoke on call

Jayne Westman

From: Kathleen Weber <[REDACTED]>
Sent: Tuesday, June 9, 2020 6:08 PM
To: Jayne Westman
Subject: Public Comment for Tonight's Council Meeting

Greetings, I wanted to offer a comment and question around the anti-racism proclamation.

I appreciate the council's willingness to work together to create an anti-racism proclamation. I appreciate the desires expressed in the statement. There are many in the community who are ready to engage in anti-racism work with you. What are the council's early thoughts and plans about next steps? How will you engage the black community, in particular, and the entire community, in general, in this work?

Thanks
Kathleen Weber

[REDACTED]

120 Farallan Ave
Fircrest, WA 98466

~~~~~  
Spoke on call



**CALL TO ORDER, PLEDGE OF ALLEGIANCE AND ROLL CALL (Meeting was held primarily by remote attendance)**

Mayor Hunter T. George called the study session to order at 6:03 P.M. and led the pledge of allegiance. Councilmembers David M. Viafore, Shannon Reynolds, Brett Wittner, Joe Barrentine, Denny Waltier, and Jaime Nixon were present.

**AGENDA MODIFICATIONS**

There were none.

**INITIAL REVIEW OF EXISTING POLICE USE-OF-FORCE POLICIES; DISCUSSION OF NEXT STEPS**

Police Chief Cheesman presented the current use-of-force police policies and gave an overview of department practices. Cheesman reported that the department has updated the policies over the years; however, the staff has been looking at using a service that would automatically update policies to be compliant with the State and Federal requirements. Cheesman outlined the training the officers attend throughout the year and invited the Council to attend the traveling simulator coming to Fircrest soon. City Manager Pingel clarified that these police policies are administrative and are reviewed by the City Attorney and Police Guild, and they have to conform to State and Federal Law. A discussion was held on drafting a letter to our State legislators to encourage them to institute a state-wide policy so there can be continuity between jurisdictions that share borders. A brief discussion was held on reporting requirements for use-of-force contacts and how the department could utilize the collected data. Cheesman reports there isn't a database currently in place to capture and utilize the data and the public records requests can be daunting to small cities.

**DISCUSSION OF OPTIONS FOR SUMMER EVENTS DURING COVID RECOVERY**

City Manager Pingel addressed the Council and reported that staff believes by hosting any events, we are fairly certain that noncompliance will be an issue. At this time, Pingel does not feel it is in the public's best interest to open the playgrounds. A discussion was held on the number of COVID cases going up and the possibility of canceling all summer events that could jeopardize the social distancing requirements.

**ADJOURNMENT**

**Viafore MOVED to adjourn the meeting at 7:54 P.M., seconded by Wittner. The Motion Carried (7-0).**

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Hunter T. George, Mayor

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Jayne Westman, City Clerk

**FIRCREST CITY COUNCIL AGENDA SUMMARY**

**COUNCIL MEETING DATE:**           **June 23, 2020**

**SUBJECT: 10A**                           **Resolution approving the City of Fircrest's Six-year  
Transportation Improvements Program (2021 –  
2026)**

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

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**RECOMMENDED MOTION:**   **I move to adopt Resolution No. \_\_\_\_\_ approving the  
City of Fircrest's Six-Year Transportation Improvements Program for the period of 2021 –  
2026.**

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**PROPOSAL:**

The need to leverage local dollars through grant applications is very important to the City, especially in light of the decrease in funding available for transportation-related capital improvements. This Program is not only intended to list and program projects for funding, but to establish City Council approval to submit grant applications on those projects contained in the Program. It should be noted that for a project to obtain state or federal funding, it must be included in the City's 6-Year Comprehensive Transportation Improvements Program.

**FISCAL IMPACT:**

None, however, adoption of the Program results in the projects identified being grant-eligible.

**ADVANTAGES:**

The adoption of a Six-Year transportation Improvement Plan will ensure compliance with the requirements relative to an annual, public participatory transportation improvement planning process as dictated by State statute. This Plan will become a guidance document throughout the budgetary planning process and will also serve as the adopted priority array of projects to be completed in the future. This plan will be referenced by other jurisdictions and will be included in regional and State planning documents as well. This Plan will also provide staff with a guidance document to apply for grant opportunities and/or loans in the future as opportunities arise. This Plan can be modified at any time during the year as conditions and priorities change.

**DISADVANTAGES:**

None.

**ALTERNATIVES:**

None.

## **BACKGROUND:**

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

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

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

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

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

A public hearing was held at the regular City Council Meeting on May 26, 2020.

**Attachment:** [Six-Year Transportation Improvement Program \(2021- 2026\) Resolution](#)

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF FIRCREST, WASHINGTON ADOPTING THE 2021-  
2026 SIX-YEAR COMPREHENSIVE TRANSPORTATION  
IMPROVEMENTS PROGRAM**

**WHEREAS**, the City of Fircrest, pursuant to RCW 35.77.010 is required to annually update its Six-Year Comprehensive Transportation Improvements Program and file a copy of the adopted plan with the State Secretary of Transportation; and

**WHEREAS**, on May 26, 2020 a public hearing was held on the proposed Program. No comments on the proposed Program were received at the public hearing. The City Council has considered the proposed priority array and determined the priorities of projects identified in the Program appear to be in the best interest of the City and its residents; Now, Therefore,

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

**Section 1.** The 2021-2026 Six-Year Comprehensive Transportation Improvements Program dated April 21, 2020 is hereby adopted as the Six-Year Comprehensive Transportation Improvements Program for the City of Fircrest from and after January 1, 2020 and until amended by subsequent action of the City Council.

**Section 2.** The City Clerk or designee is hereby authorized and directed to forward copies of the 2021-2026 Comprehensive Transportation Improvements Program to the appropriate State, regional and local agencies and to file the same in the official City records.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON**, at a regular meeting thereof this 23rd day of June 2020.

APPROVED

\_\_\_\_\_  
Hunter George, Mayor

ATTEST:

\_\_\_\_\_  
Jayne Westman, City Clerk

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APPROVED AS TO FORM:

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Michael Smith, City Attorney

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# **CITY OF FIRCREST**

**2021-2026**

**Transportation Improvement Program**

**Draft April 21, 2020**



**ACKNOWLEDGEMENTS**

**Fircrest City Council**

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

**City Manager**

Scott Pingel

**Public Works**

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

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## PREFACE

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

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

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

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

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

## NON-DISCRIMINATION

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

## GRANT APPLICATIONS AND LEVERAGING LOCAL DOLLARS

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

## ABOUT THE CITY OF FIRCREST

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

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

Home to 6,710 residents, Fircrest has a strong local history and residents who are active and passionate in the community. The City operates and maintains 27.1 acres of land providing a range of active and passive recreational opportunities and community events. The City continues to work hard to keep its reputation of a quiet, residential community with attractive, livable neighborhoods and fine recreational facilities and setting the standard for community oriented policing. Fircrest is planning for additional growth in the future that will continue to shape the character of the community. As growth occurs, there are characteristics that residents would like to retain, such as Fircrest’s green character; a safe, friendly and sustainable community; and some physical remnants of the past as reminders of its early history.



## FUNDING SOURCES

### Motor Vehicle Fuel Tax Funds

By law, each city receives a proportionate share of the total state motor vehicle fuel tax. Money received is a monthly allocation based on population. In the City's 2020 budget, it is anticipated that revenue received from the state gas tax for the Street Fund will be \$142,600 in FY 2020. This is the same as anticipated to be received in 2021 and therefore should be relatively accurate.

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

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

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

### Transportation Improvement Board

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

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

- **Urban Corridor Program (UCP)**  
This program is for transportation projects with primary emphasis on public/private cooperation and economic development.
- **Urban Arterial Program (UAP)**  
This program is for arterial street construction with primary emphasis on safety and mobility. This is the program from which the City received the \$574,447 grant for the 2020 Alameda Ave. Overlay project.
- **Sidewalk Program (SP)**  
This program is for the improvement of pedestrian safety, and to address pedestrian system continuity and connectivity. This is the program from which the City received the \$530,190 grant for the 2020 Emerson Street Sidewalk Extension Project.

### City Funding Sources

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

### Real Estate Excise Taxes

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

### Washington State Department of Transportation

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

### Surface Water Management Program

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

### CONSISTENCY WITH LAND USE MANAGEMENT PLAN

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

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

TABLE 1: 2021-2026 TRANSPORTATION FACILITY IMPROVEMENTS

City of Fircrest Six-Year Comprehensive Transportation Improvement Program (2021 to 2026)

| Transportation Facility Improvements |                                                                               | 2021            | 2022             | 2023             | 2024               | 2025             | 2026             | TOTAL              |
|--------------------------------------|-------------------------------------------------------------------------------|-----------------|------------------|------------------|--------------------|------------------|------------------|--------------------|
| <b>Capital Appropriations</b>        |                                                                               |                 |                  |                  |                    |                  |                  |                    |
| 1.                                   | Major Pavement Patching: Citywide                                             | \$60,000        | \$60,000         | \$60,000         | \$60,000           | \$60,000         | \$60,000         | \$360,000          |
| <b>Grind and Overlays</b>            |                                                                               |                 |                  |                  |                    |                  |                  |                    |
| 2.                                   | Berkeley Ave: 1100-1200 block                                                 |                 | \$150,000        |                  |                    |                  |                  | \$150,000          |
| 3.                                   | Regents Blvd: Arondale Dr to 67th Ave                                         |                 |                  | \$82,000         | \$760,000          |                  |                  | \$842,000          |
| 4.                                   | 1/2 Street Orchard Blvd/Regents Blvd to end of Right-of-Way                   |                 |                  |                  |                    |                  | \$250,000        | \$250,000          |
| 5.                                   | 1/2 Street Orchard Blvd/Stanford St to Regents Blvd                           |                 |                  |                  |                    |                  | \$180,000        | \$180,000          |
| <b>Roadway Improvements</b>          |                                                                               |                 |                  |                  |                    |                  |                  |                    |
| 6.                                   | Buena Vista Ave: 1300 block<br>(curb/gutter and overlay)                      |                 |                  |                  |                    | \$75,000         |                  | \$75,000           |
| 7.                                   | Berkeley Ave: 1300 block<br>(curb/gutter and overlay)                         |                 |                  |                  |                    | \$75,000         |                  | \$75,000           |
| <b>Pedestrian, Non-Motorized</b>     |                                                                               |                 |                  |                  |                    |                  |                  |                    |
| 8.                                   | Alameda Ave: 44th St to Emerson St<br>(curb, gutter, sidewalk - both sides)   |                 |                  |                  |                    | \$300,000        |                  | \$300,000          |
| 9.                                   | 44th St: 67th Ave to 60th Ave<br>(curb/gutter, sidewalk - north side)         |                 |                  |                  |                    |                  | \$450,000        | \$450,000          |
| 10.                                  | Alameda Ave: Emerson St. to Rosewood Ln<br>(curb/gutter, sidewalk, east side) |                 | \$500,000        |                  |                    |                  |                  | \$500,000          |
| 11.                                  | Emerson St: Woodside Dr to 67th St<br>(sidewalks, retaining walls)            |                 |                  | \$53,000         | \$400,000          |                  |                  | \$453,000          |
| <b>Total Capital Appropriations</b>  |                                                                               | <b>\$60,000</b> | <b>\$710,000</b> | <b>\$195,000</b> | <b>\$1,220,000</b> | <b>\$510,000</b> | <b>\$940,000</b> | <b>\$3,635,000</b> |

### FIGURE 1: 2021-2026 PROJECTS MAP

As listed in Table 1, Map 1 illustrates the transportation facility improvements for the 2021-2026 Six-Year Transportation Improvement Program planned for the City of Fircrest. Below is a brief description of the work for these projects.

#### Grind and Overlay

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

#### Roadway Improvements

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


#### Pedestrian, Non-Motorized

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

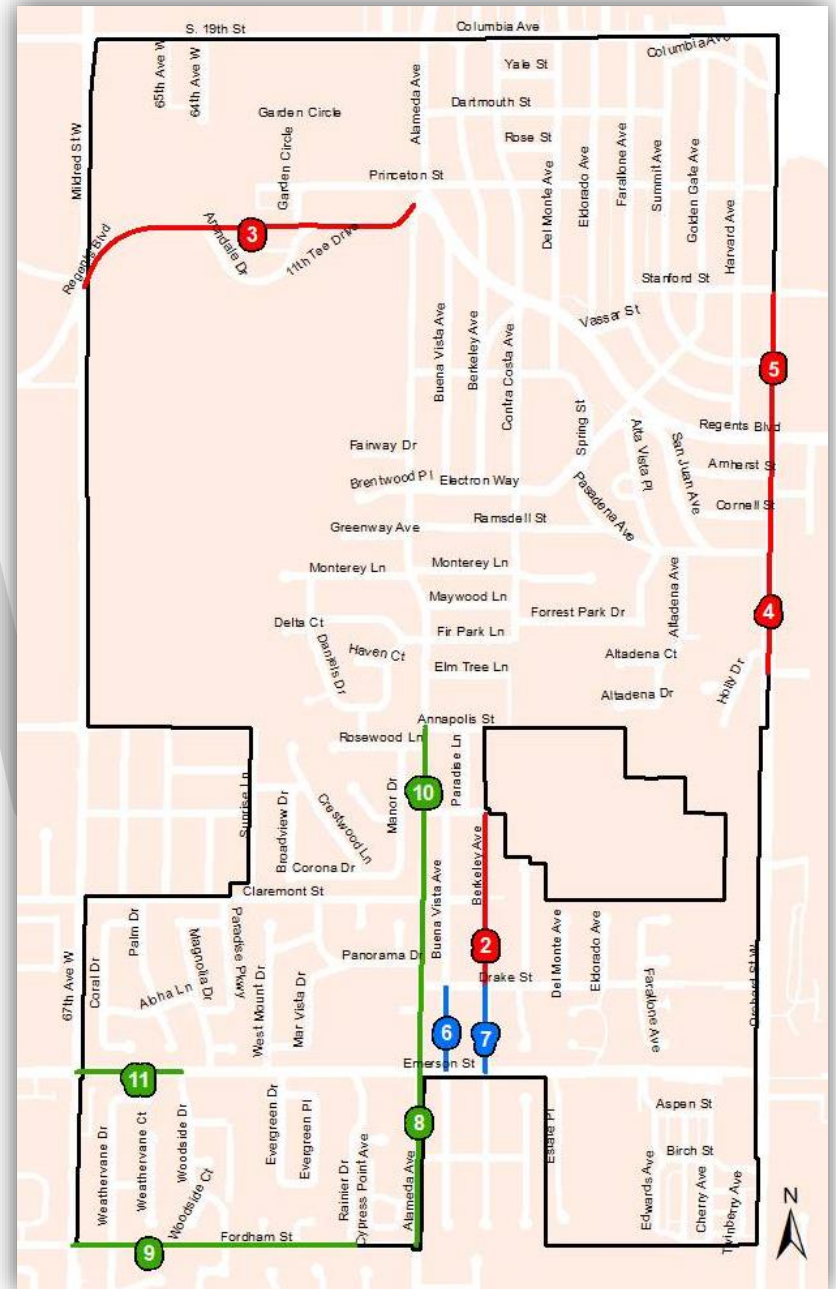
**2021-2026  
Transportation Facility  
Improvements**

- █ Grind and Overlays
- █ Roadway Improvements
- █ Pedestrian, Non-Motorized

\*Citywide major pavement patching and LED street light replacement projects not mapped.



Map is for graphical and information purposes only. It does not represent a legal survey.  
Produced by the City of Fircrest, May 2020.



## **FIRCREST CITY COUNCIL AGENDA SUMMARY**

**NEW BUSINESS:**                   **Approval of Amendment #1 to the Geotechnical Services Contract**

**ITEM: 10B**

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

---

**RECOMMENDED MOTION:**    **I move to adopt Resolution No. \_\_\_\_\_, authorizing the City Manager to execute Amendment #1 to the Geotechnical Services Contract with GeoEngineers, Inc. for the Pool and Community Center project.**

**PROPOSAL:** This proposal amends the contract with GeoEngineers for the pool phase of the Pool and Community Center project to add the Community Center phase of the project.

**FISCAL IMPACT:** The fiscal impact of this proposal is \$37,625. This includes an additional \$1,800 for the pool phase (original estimated amount was \$17,350), and then \$35,825 for the Community Center phase of the project.

**ADVANTAGES:** Similar to the pool phase of the project, geotechnical expertise provides the project with essential observation and evaluation of much of what the public will not see under the Community Center, but that are essential to sound structures.

**DISADVANTAGES:** None identified.

**HISTORY:** As a part of the construction of the pool phase of this project, the City originally contracted with GeoEngineers in August 2019. This amendment updates the original contract to include the Community Center phase of the project. GeoEngineers, Inc. has been the geotechnical engineer on this project since the City first contracted with ARC Architects.

**Attachment(s):** [Resolution Amendment #1 to Professional Services Agreement Exhibit A \(Addition\)](#)

1

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

2

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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIRCREST,  
WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE  
AMENDMENT #1 OF THE CONTRACT FOR GEOTECHNICAL  
SERVICES FOR THE FIRCREST POOL AND COMMUNITY CENTER  
PROJECT WITH GEOENGINEERS, INC.**

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**WHEREAS**, the City of Fircrest is completing construction of the new pool; and

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**WHEREAS**, the City of Fircrest will put the Community Center project out to bid in July 2020; and

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**WHEREAS**, the City has a need for geotechnical construction observation services to ensure soils and fill are sound along with building foundation elements that will be built on the soils and fill; and

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**WHEREAS**, GeoEngineers, Inc. has the required experience and expertise to provide such services. Now, Therefore

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

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**Section 1.** The City Manager is hereby authorized and directed to execute Amendment #1 to the contract for geotechnical services for the Fircrest Pool and Community Center project with GeoEngineers, Inc.

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**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON**, at a regular meeting thereof this 23<sup>rd</sup> day of June 2020.

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APPROVED:

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

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ATTEST:

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\_\_\_\_\_  
Jayne Westman, City Clerk

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APPROVED AS TO FORM:

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Michael B. Smith, City Attorney

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**AMENDMENT #1  
TO THE CITY OF FIRCREST  
PROFESSIONAL SERVICES AGREEMENT WITH GEOENGINEERS, INC. FOR THE  
DESIGN AND CONSTRUCTION OF THE FIRCREST POOL AND COMMUNITY  
CENTER PROJECT.**

This amendment is hereby made and entered into this 23<sup>rd</sup> day of June 2020, by and between the City of Fircrest, a political subdivision of the State of Washington, hereinafter referred to as the “City” and GeoEngineers, Inc, hereinafter referred to as “Consultant”, to be effective June 23, 2020.

WITNESSETH:

**1. Purpose** – The purpose of this first amendment is to amend the August 13, 2019 agreement. This amendment is limited to the amendments as set forth herein. All of the remaining terms and conditions of the August 13, 2019 agreement as amended shall remain in full force and effect. The amendments are as follows:

**2. Exhibit A** – is hereby amended to include the May 5, 2020 proposal for Additional Services Agreement No. 2 Construction Observation Services Community Center (Phase 2).

**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

GEOENGINEERS, INC.

By: \_\_\_\_\_  
City Manager

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

APPROVED AS TO FORM:

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

ATTEST:

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

May 5, 2020

City of Fircrest  
115 Ramsdell Street  
Fircrest, Washington 98466

Attention: Scott Pingel

Subject: Additional Services Agreement No. 2  
Construction Observation Services  
Community Center (Phase 2)  
Tacoma, Washington  
File No. 4369-005-02

## **INTRODUCTION AND PROJECT UNDERSTANDING**

GeoEngineers is pleased to continue our relationship with the City of Fircrest and submit this additional services agreement to provide geotechnical construction observation services for the Fircrest Community Center project. The project site is located at 555 Contra Costa Avenue in Fircrest, Washington. The overall project consists of replacing the existing community center and pool with new structures. Our geotechnical design recommendations for the project were provided in a Geotechnical Engineering Services Report dated March 18, 2016 and a Report Addendum dated May 23, 2019.

Project construction has been separated into two phases. Phase 1 consists of construction of the pool and bathhouse. Phase 2 will consist of construction of the community center building and final site improvements. We have been involved with this project during development and Phase 1 construction, including plan and specification review and ongoing geotechnical construction observation services. Phase 2 for the Community Center is scheduled to begin construction this summer.

Proposed Community Center improvements for Phase 2 will be located in approximately the same area as the existing facilities (southwest corner of the project site). The existing community center building and surrounding facilities will be demolished and replaced. As the project is still in final design, full project plans and schedules were not available for review during development of this proposal. Based on our current understanding of the project and experience on similar projects, we anticipate geotechnical related construction services for Phase 2 will include plan and specification assistance, demolition, site clearing and grading, preparing subgrades for fill placement, fill placement and compaction, preparing foundation



bearing surfaces, preparing building slab subgrades, installing utilities and preparing subgrades for hardscape and pavements.

## PURPOSE AND SCOPE OF SERVICES

### Phase 1 Construction

We are currently providing geotechnical construction observations services for Phase 1 construction of the pool and bathhouse building. During earthwork construction and observation of soil and groundwater conditions, our time spent on site was more than we had estimated. The additional time was primarily related to observing and evaluating preparation of pool subgrades, observing placement and compaction of structural fill behind completed pool walls and additional documentation.

### Phase 2 Construction

We have recently been requested to review portions of project plans and specifications for the Community Center building. Additionally, we have been requested to provide continued geotechnical construction observation services and additional project support that may be needed during Phase 2 construction. For budgeting purposes, we have estimated the number of part-time (P/T) and full-time (F/T) site visits during construction. This is based, in part, on our experience and anticipated earthwork activities. The number of site visits estimated should be considered preliminary and could change based on actual construction durations.

Our scope of work assumes a total of 23 P/T and 4 F/T site visits. Our specific scope for geotechnical construction observation services consists of the following items listed below with an estimated duration for each visit, if applicable.

1. Providing ongoing consultation and project management during project planning pre-construction activities. This will include reviewing geotechnical related portions of the project plans and specifications.
2. Providing ongoing consultation and project management during construction. This will include coordinating site visits, attending a preconstruction meeting, reviewing contractor submittals, answering requests for information (RFIs) and attending project meetings (as needed).
3. Observing the site on completion of demolition, clearing and grading to evaluate the condition of exposed soils in areas to receive structural fill. Our evaluation will be conducted by observing proof-rolling and/or probing. We have budgeted two P/T site visits for this task.
4. Conducting geotechnical laboratory testing to evaluate material proposed for use as structural fill. We anticipate this will include up to two modified Proctor tests in accordance with ASTM International (ASTM) Standard Practices Test Method D 1557 to determine the maximum dry density (MDD) and optimum moisture content of fill materials. We have also budgeted for up to two grain-size analysis tests in accordance with ASTM D 6913.
5. Observing and evaluating structural fill placement and compaction to raise site grades. We will evaluate fill compaction by probing, observing a proof-roll and/or performing in-place nuclear density testing, as appropriate. We have budgeted five P/T site visits for this task.



6. Observing excavation for shallow foundations, including the necessity for overexcavation and replacement of soft soils or the ability to maintain existing conditions. We will evaluate prepared bearing surfaces by probing, observing a proof-roll and/or performing in-place nuclear density testing, as appropriate. We have budgeted six P/T and four F/T site visits for this task.
7. Observing and evaluating prepared building slab subgrades. We will evaluate prepared subgrades by probing and/or observing a proof-roll, as appropriate. We have budgeted two P/T site visits for this task.
8. Observing and evaluating placement and compaction of general fill placement on site, including utility trench backfill. We will evaluate fill compaction by probing, observing a proof-roll and/or performing in-place nuclear density testing, as appropriate. We have budgeted five P/T visits for this task.
9. Observing and evaluating prepared pavement subgrades and base course material prior to paving. We will evaluate prepared subgrades and base course by probing, observing a proof-roll and/or performing in-place nuclear density testing, as appropriate. We have budgeted three P/T site visits for this task.
10. Preparing daily field reports for each site visit. The field reports will summarize our observations, opinions and recommendations regarding the observed activities. We will discuss our recommendations, if any, with project team members on site the day they are developed, prior to leaving the site.

## ASSUMPTIONS

- We have not included evaluating placement and compaction of hot-mix asphalt (HMA) paving.
- We have not included additional site visits to observe and evaluate subgrades for curb, sidewalk, or other hardscaping elements specifically. In our experience, the building inspector will typically observe these areas. We are prepared to evaluate these prepared subgrades while on site for the scope items listed above, as requested.

## SCHEDULE, TERMS AND BUDGET

We are prepared to begin our extended services upon receipt of notice to proceed and continuing as necessary throughout construction. The extent of our involvement during construction will depend in part on the contractor's schedule and any difficulties or delays encountered, including inclement weather. We will maintain contact with the contractor to determine scheduling and attempt to consolidate site visits and be as efficient as possible with our time.

We propose that our services be completed in accordance with the terms described in our existing "Professional Services Agreement Fircrest Pool and Bathhouse Geotechnical Services" contract with the City of Fircrest dated August 26, 2019 (Agreement). The fee for the additional services described above will be determined on a time-and-expense basis using the rates presented on the attached Schedule of Charges, which forms a part of this agreement.

We have assumed the fee for each P/T site visit will be around \$925, which includes approximately three to four hours on site, mileage and travel, office administrative time to coordinate schedules, preparation and review of field reports and equipment costs. We have assumed the fee for each F/T site visit will be around \$1,550, which includes an additional four to five hours on site compared to the P/T estimate. It is



possible that more than one element of our services can be completed within a single site visit, resulting in a cost savings to the project. It is also possible that more site visits and/or longer-duration visits than estimated will be required; this will ultimately depend on the contractor's schedule and amount of consultation needed. We will only charge for the efforts needed and there is no minimum charge for a site visit.

We will endeavor to keep you informed of project scope and budget status throughout the course of the project. We will not exceed the budget amount provided below without first informing you of the circumstances involved and receiving your approval.

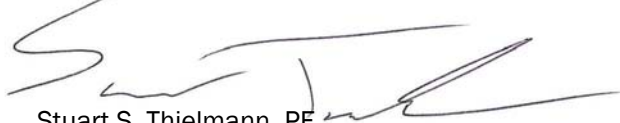
A summary of our fee estimate for the proposed construction observation services is provided in the table below.

**TABLE 1. FEE ESTIMATE**

| Description of Services                                                                      | Estimated Fee   |
|----------------------------------------------------------------------------------------------|-----------------|
| <b>Phase 1. Pool and Bathhouse</b>                                                           |                 |
| Additional Construction Observation Services                                                 | \$1,800         |
| <b>Phase 2. Community Center</b>                                                             |                 |
| Consultation During Planning and Permitting (e.g., Plan and Specification Review)            | \$3,500         |
| Consultation During Construction (e.g., Submittal Review, RFI Responses, Attending Meetings) | \$4,000         |
| P/T Construction Observation Services (23 P/T visits)                                        | \$21,400        |
| F/T Construction Observation Services (4 F/T visits)                                         | \$6,100         |
| Laboratory Testing (Modified Proctor and Sieve Grain-size Analysis)                          | \$825           |
| <b>Estimated Total Fee</b>                                                                   | <b>\$37,625</b> |

We appreciate the opportunity to present this proposal and look forward to our continued involvement working with you and on this project. Feel free to reach out to Stuart Thielmann at 253.722.2422 or D.J. Thompson at 253.722.2446 to discuss any of the scope items or other aspects of this proposal. Authorization to proceed may be indicated by returning one copy of this proposal signed in the space below.

Respectfully Submitted,  
GeoEngineers, Inc.



Stuart S. Thielmann, PE  
Geotechnical Engineer



Dennis J. (D.J.) Thompson, PE  
Associate

SST:DJT:tt

Attachment:

Schedule of Charges – Redmond-Seattle-Tacoma 2020

One copy submitted electronically

The parties hereto have made, executed and agreed to this Agreement as of the day and year first above written. By signature below, Client accepts the scope of services and all terms described herein. In addition, Client's signature shall constitute as authorization to proceed on the date listed below Client's printed/typed name unless such authorization has been otherwise provided in writing.

|                  |                                         |
|------------------|-----------------------------------------|
| City of Fircrest | * SIGNATURE                             |
| CLIENT           | TYPED OR PRINTED NAME                   |
| DATE             | *Individual with contracting authority. |

Proprietary Notice: The contents of this document are proprietary to GeoEngineers, Inc. and are intended solely for use by our clients and their design teams to evaluate GeoEngineers' capabilities and understanding of project requirements as they relate to performing the services proposed for a specific project. Copies of this document or its contents may not be disclosed to any other parties without the written consent of GeoEngineers.

Disclaimer: Any electronic form, facsimile or hard copy of the original document (email, text, table, and/or figure), if provided, and any attachments are only a copy of the original document. The original document is stored by GeoEngineers, Inc. and will serve as the official document of record.

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## Schedule of Charges – 2020

### COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are:

#### Professional Staff

|                             |    |          |
|-----------------------------|----|----------|
| Staff 1 Scientist           | \$ | 117/hour |
| Staff 1 Engineer            | \$ | 124/hour |
| Staff 2 Scientist           | \$ | 134/hour |
| Staff 2 Engineer            | \$ | 142/hour |
| Staff 3 Scientist           | \$ | 155/hour |
| Staff 3 Engineer            | \$ | 161/hour |
| Scientist 1                 | \$ | 179/hour |
| Engineer 1                  | \$ | 185/hour |
| Scientist 2                 | \$ | 185/hour |
| Engineer 2                  | \$ | 190/hour |
| Senior Engineer/Scientist 1 | \$ | 207/hour |
| Senior Engineer/Scientist 2 | \$ | 227/hour |
| Associate                   | \$ | 240/hour |
| Principal                   | \$ | 260/hour |
| Senior Principal            | \$ | 285/hour |

#### Technical Support Staff

|                        |    |          |
|------------------------|----|----------|
| Administrator 1        | \$ | 83/hour  |
| Administrator 2        | \$ | 95/hour  |
| Administrator 3        | \$ | 108/hour |
| CAD Technician         | \$ | 106/hour |
| CAD Designer           | \$ | 122/hour |
| CAD Design Coordinator | \$ | 132/hour |
| GIS Analyst            | \$ | 145/hour |
| Senior GIS Analyst     | \$ | 160/hour |
| GIS Coordinator        | \$ | 180/hour |
| *Technician            | \$ | 90/hour  |
| *Senior Technician     | \$ | 108/hour |
| *Lead Technician       | \$ | 117/hour |

\*Hours in excess of 8 hours in a day or 40 hours in a week will be charged at one and one-half times the hourly rates listed above.

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent in depositions, trial preparation and court or hearing testimony will be billed at one and one-half times the above rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule.

A surcharge may be applied to night and weekend work. See proposal for details.

Rates for data storage and web-based access will be provided on a project-specific basis.



**Equipment**

|                                                                 |    |        |
|-----------------------------------------------------------------|----|--------|
| Air Sparging Field Test, per day                                | \$ | 100.00 |
| Air/Vapor Monitoring Equipment (PID, 5-Gas Meter), per day      | \$ | 100.00 |
| Asbestos Sample Kit                                             | \$ | 25.00  |
| Blastmate, per day                                              | \$ | 100.00 |
| D&M Sampler, per day                                            | \$ | 80.00  |
| DO (Dissolved Oxygen) Kit                                       | \$ | 20.00  |
| Dynamic Cone Penetrometer, per day                              | \$ | 40.00  |
| E-Tape (Electric Tape), per day                                 | \$ | 25.00  |
| Field Data Acquisition Equipment                                | \$ | 50.00  |
| Field Gear / Reconnaissance, per day                            | \$ | 50.00  |
| Gas Detection Meters, per day                                   | \$ | 100.00 |
| Generator, per day                                              | \$ | 100.00 |
| Groundwater Pressure Transducer w/ Datalogger, per day          | \$ | 50.00  |
| Groundwater Pressure Transducer w/ Datalogger, per week         | \$ | 200.00 |
| Hand Auger, per day                                             | \$ | 20.00  |
| Inclinometer Probe, per day, 1/2 day minimum                    | \$ | 200.00 |
| Interface Probe, per day                                        | \$ | 50.00  |
| Iron Test Kit                                                   | \$ | 20.00  |
| Laser Level, per day                                            | \$ | 50.00  |
| Low Flow Groundwater Sampling Equipment, per day                | \$ | 225.00 |
| Multiparameter Water Quality Meter, per day                     | \$ | 80.00  |
| Nuclear Density Gage, per hour, 1/2 day minimum                 | \$ | 10.00  |
| Peristaltic Pump, per day                                       | \$ | 50.00  |
| pH Probe, per day                                               | \$ | 15.00  |
| PID, FID or OVA, per day                                        | \$ | 100.00 |
| Saximeter, per day                                              | \$ | 50.00  |
| Scuba Diving Gear, per day/per diver                            | \$ | 250.00 |
| Shallow Soil Exploration Equipment, per day                     | \$ | 50.00  |
| Soil Field Screening Equipment, per day                         | \$ | 15.00  |
| Soil Sample Kit                                                 | \$ | 15.00  |
| Steam Flow Meter, per day                                       | \$ | 15.00  |
| Strain Gauge Readout Equipment, per day                         | \$ | 50.00  |
| Surface Water Flow Meter, per day, 1/2 day minimum              | \$ | 50.00  |
| Surface Water Quality Monitoring Equipment, per day             | \$ | 50.00  |
| Turbidity Meter, per day                                        | \$ | 30.00  |
| Vehicle usage, per mile, or \$30/half-day, whichever is greater | \$ | 0.65   |

*Specialized and miscellaneous field equipment, at current rates, list available upon request.*

**OTHER SERVICES, SUPPLIES AND SPECIAL TAXES**

Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 15 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance which may be required. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

Per diem may be charged in lieu of subsistence and lodging.

Routinely used field supplies stocked in-house by GeoEngineers, at current rates, list available upon request.

In-house testing for geotechnical soil characteristics at current rates, list available upon request.

**Associated Project Costs (APC)**

Computer hardware and software, telephone and fax communications, printing and photocopying and routine postage via USPS will be charged at a flat rate of 6 percent of labor charges. These charges are labeled as Associated Project Costs (APC).

**All rates are subject to change upon notification.**

## Laboratory Schedule of Charges – 2020

| Type of Test                                                                                                                                                                      | Unit Price |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| <b>Soil Index and Classification Tests</b>                                                                                                                                        |            |
| Soil Description (ASTM D 2488)                                                                                                                                                    | \$ 16      |
| Moisture Content                                                                                                                                                                  |            |
| Oven (ASTM D 2216)                                                                                                                                                                | \$ 20      |
| Moisture/Density (ASTM D 7263, D 2937)                                                                                                                                            |            |
| Rings                                                                                                                                                                             | \$ 40      |
| Shelby Tubes, waxed chunk                                                                                                                                                         | \$ 50      |
| Tubes (liners), chunk                                                                                                                                                             | \$ 50      |
| Particle Size Analysis                                                                                                                                                            |            |
| Percent Passing No. 200 (ASTM D 1140)                                                                                                                                             | \$ 85      |
| Sieve (ASTM D 422, D 6913, C 136 includes minus 200 Wash, Dry Sieve)                                                                                                              | \$ 125     |
| Gravel Sieve (ASTM D 422, D 6913, C 136 includes minus 200 Wash, Dry Sieve)                                                                                                       | \$ 200     |
| Hydrometer Only (ASTM D 422, minus #10 fraction)                                                                                                                                  | \$ 160     |
| Combined Sieve and Hydrometer (ASTM D 422-63)                                                                                                                                     | \$ 260     |
| Combined Gravel Sieve and Hydrometer (ASTM D 422-63)                                                                                                                              | \$ 330     |
| Organic Content (ASTM D 2974)                                                                                                                                                     | \$ 75      |
| Specific Gravity (ASTM D 854)                                                                                                                                                     | \$ 90      |
| Atterberg Limits (ASTM D 4318)                                                                                                                                                    | \$ 190     |
| Nonplastic                                                                                                                                                                        | \$ 80      |
| Organic                                                                                                                                                                           | \$ 50      |
| Porosity (includes Moisture Content, Dry Density, and Specific Gravity) (ASTM D 7263)                                                                                             | \$ 130     |
| Compaction (ASTM D 698/D 1557, AASHTO T 99/T 180, Methods A, B and C)                                                                                                             |            |
| Granular/Cohesive (1 Point)                                                                                                                                                       | \$ 110     |
| Granular (4 Point)                                                                                                                                                                | \$ 275     |
| Cohesive (4 Point)                                                                                                                                                                | \$ 300     |
| Shrinkage Factors of Soils by Wax Method (ASTM D 4943)                                                                                                                            | \$ 70      |
| <b>Strength and Consolidation Tests</b>                                                                                                                                           |            |
| Triaxial Compression                                                                                                                                                              |            |
| Unconfined Comp. Strength – UCS (ASTM D 2166)                                                                                                                                     | \$ 130     |
| Unconsolidated Undrained – UU (ASTM D 2850)                                                                                                                                       | \$ 250     |
| Unconsolidated Undrained (back pressure saturation)                                                                                                                               | \$ 480     |
| Consolidated Undrained – CU (ASTM D 4767) with pore pressure measurement                                                                                                          | \$ 600     |
| Consolidated Drained – CD (Army Corps of Engineers EM 1110-2-1906 Appendix X)                                                                                                     | \$ 650     |
| Consolidated Undrained or Consolidated Drained (3 points, staged)                                                                                                                 | \$ 1,500   |
| Consolidation (ASTM D 2435)                                                                                                                                                       |            |
| With 2 timed load increments                                                                                                                                                      | \$ 650     |
| Additional timed load increments, each                                                                                                                                            | \$ 60      |
| Constant Rate of Strain Consolidation (ASTM D 4186)                                                                                                                               | \$ 675     |
| One-Dimensional Swell (ASTM D 4546)                                                                                                                                               |            |
| Methods A and B                                                                                                                                                                   | \$ 400     |
| Method C                                                                                                                                                                          | \$ 650     |
| CBR, 1 point with Proctor (ASTM D 1883)                                                                                                                                           | \$ 450     |
| Additional points, each                                                                                                                                                           | \$ 125     |
| <b>Corrosion Tests</b>                                                                                                                                                            |            |
| Soil Resistivity (ASTM G 187)                                                                                                                                                     | \$ 65      |
| pH of Soil (ASTM D 4972 / G 51)                                                                                                                                                   | \$ 40      |
| Soluble Sulfates (US EPA 375.4)                                                                                                                                                   | \$ 50      |
| Sulfides                                                                                                                                                                          | \$ 45      |
| Ductile Iron Pipe Research Association 10 Point Soil Evaluation Procedure (ANSI/ANSW C105/A21.5). Includes evaluation of resistivity, pH, Redox potential, sulfides and moisture) | \$ 155     |

| Type of Test                                                             | Unit Price             |
|--------------------------------------------------------------------------|------------------------|
| <b>Permeability Tests</b>                                                |                        |
| Constant or falling head in rigid wall permeameter (ASTM D 2434, D 5856) | \$ 325                 |
| In triaxial cell with back pressure saturation (ASTM D 5084)             | \$ 700                 |
| <b>Soil Sample Preparation</b>                                           |                        |
| Extrusion – Extrude and log (visual classification) Shelby tube sample   | \$ 65                  |
| Remolding – Remolding a soil sample to desired moisture and density      | \$ 42 - 105            |
| Soil –<br>Cement/Lime Treatment                                          | Hourly -<br>negotiated |
| <b>Aggregate and Rock Tests</b>                                          |                        |
| Unconfined Compression Test (ASTM D 7012)<br>One test only               | \$ 120                 |
| More than one test                                                       | \$ 100                 |
| Percent of Fracture (WSDOT 103)                                          | \$ 60                  |
| Sand Equivalent (AASHTO T 176)                                           | \$ 90                  |
| Specific Gravity, Fine/Coarse Aggregate (ASTM C 127, C 128)              | \$ 75/120              |
| Point Load Test or Rock Core (ASTM D5731)                                | \$ 75                  |
| <b>Concrete, Mortar and Grout Tests</b>                                  |                        |
| Concrete Cyl (strip, log, cure, break, report)                           | \$ 35                  |
| Mortar Cyl (strip, log, cure, break, report)                             | \$ 35                  |
| Grout Cyl (strip, log, cure, break, report)                              | \$ 35                  |
| Grout Cubes (strip, log, cure, break, report)                            | \$ 30                  |

\*Please contact us regarding test procedures which are not listed or for tests on contaminated soils. Negotiated unit rates or hourly rates will be charged for these procedures.

\*\*Not WABO-certified.

## FIRCREST CITY COUNCIL AGENDA SUMMARY

**NEW BUSINESS:** Department of Commerce CARES Act Grant Contract  
**ITEM: 10C**

**FROM:** Scott Pingel, City Manager

---

**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_\_, authorizing the City Manager to execute a grant contract with the Washington Department of Commerce for \$203,100 for reimbursement of COVID-19 related expenses.

**PROPOSAL:** The Council is being asked to authorize the City Manager to execute the grant contract with the Department of Commerce for the portion of the CARES Act funds offered to municipalities by the State of Washington dedicated to Fircrest per our population. These funds are for reimbursement of COVID-19 related expenses.

**FISCAL IMPACT:** The fiscal impact of this proposal is up to \$203,100. The City will be reimbursed through this grant program for all COVID-19 related expenses that are not otherwise reimbursed through other programs.

**ADVANTAGES:** This grant provides us the opportunity to be reimbursed for COVID-19 related expenses. At this point, expenses we have incurred related to COVID-19 include the purchase of PPE, shields/barriers for countertops for interacting with the public once City facilities are open again, sanitation materials, unemployment costs, and the purchase of a few laptops and other computer associated hardware and software to aid in telework and remote meetings.

**DISADVANTAGES:** None identified.

**HISTORY:** The CARES Act passed by Congress in response to the COVID-19 crisis provided funds for States and cities over 500,000 population. Since the aid package only covered one city in the State of Washington, the State has dedicated \$300 Million of the aid it received to the rest of the States municipalities. Each city is eligible for funds based on population. The City of Fircrest was slated for \$203,100. While we are eligible for that amount, we are only able to request reimbursement for COVID-19 related expenses, which are detailed in Attachment A of the contract, and briefly summarized below:

1. Medical expenses
2. Public health expenses
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses of actions to facilitate compliance with COVID-19-related public health measures
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

**Attachment(s):** [Resolution](#)  
[Department of Commerce Grant Contract](#)





**Interagency Agreement with**

City of Fircrest

through

the Coronavirus Relief Fund for Local Governments

**For**

Costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020.

**Start date:**

March 1, 2020

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## FACE SHEET

Contract Number: 20-6541C-183

**Washington State Department of Commerce  
Local Government Division  
Community Capital Facilities Unit  
Coronavirus Relief Fund for Local Governments**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                  |                                                                                                                                                                                                                                                                                                                                                     |                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| <b>1. Contractor</b><br>City of Fircrest<br>115 Randall Street<br>Fircrest, Washington 98466-6999                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                  | <b>2. Contractor Doing Business As (optional)</b>                                                                                                                                                                                                                                                                                                   |                                                 |
| <b>3. Contractor Representative</b><br>Scott Pingel<br>City Manager<br>(253) 564-8901<br>spingel@cityoffircrest.net                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                  | <b>4. COMMERCE Representative</b><br>Chuck Hunter<br>Project Manager<br>(360) 764-3312<br>Fax 360-586-5880<br>chuck.hunter@commerce.wa.gov <span style="float: right; margin-right: 20px;">                     P.O. Box 42525<br/>                     1011 Plum Street SE<br/>                     Olympia, WA 98504-2525                 </span> |                                                 |
| <b>5. Contract Amount</b><br>\$203,100.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>6. Funding Source</b><br>Federal: <b>X</b> State: Other: N/A: | <b>7. Start Date</b><br>March 1, 2020                                                                                                                                                                                                                                                                                                               | <b>8. End Date</b><br>October 31, 2020          |
| <b>9. Federal Funds (as applicable)</b><br>\$203,100.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Federal Agency:</b><br>US Dept. of the Treasury               | <b>CFDA Number:</b><br>21.019                                                                                                                                                                                                                                                                                                                       | <b>Indirect Rate (if applicable):</b><br>10.00% |
| <b>10. Tax ID #</b><br>XXXXXXXXXXXXXXXX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>11. SWV #</b><br>SWV0007707-02                                | <b>12. UBI #</b><br>999999999                                                                                                                                                                                                                                                                                                                       | <b>13. DUNS #</b><br>N/A                        |
| <b>14. Contract Purpose</b><br>To provide funds for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020. Final invoices must be received by November 15, 2020.                                                                                                                                                                                                                                                                                                                                         |                                                                  |                                                                                                                                                                                                                                                                                                                                                     |                                                 |
| <b>15. Signing Statement</b><br>COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Budget & Invoicing, Attachment "C" – A-19 Certification, Attachment "D" – A-19 Activity Report |                                                                  |                                                                                                                                                                                                                                                                                                                                                     |                                                 |
| <b>FOR CONTRACTOR</b><br><br>_____<br>Scott Pingel, City Manger<br><br>_____<br>Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                  | <b>FOR COMMERCE</b><br><br>_____<br>Mark K. Barkley, Assistant Director, Local Government Division<br><br>_____<br>Date<br><br><b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 05-01-2020.<br/>APPROVAL ON FILE.</b>                                                                                                                      |                                                 |



**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

**1. AUTHORITY**

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

**2. ACKNOWLEDGMENT OF FEDERAL FUNDS**

Funds under the Contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act.

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

“This project was supported by a grant awarded by US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce.”

**3. CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

**4. COMPENSATION**

COMMERCE shall pay an amount not to exceed the contract amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work (Attachment A).

**5. EXPENSES**

Contractor shall receive reimbursement for allowable expenses as identified in the Scope of Work (Attachment A) or as authorized in advance by COMMERCE as reimbursable.

Travel expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

**6. INDIRECT COSTS**

Contractor shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

**7. BILLING PROCEDURES AND PAYMENT**

COMMERCE shall reimburse the Contractor for eligible Project expenditures, up to the maximum payable under this Contract. When requesting reimbursement for expenditures made, Contractor shall submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the COMMERCE Project Manager upon request.

**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

The voucher must be certified by an official of the Contractor with authority to bind the Contractor. The final voucher shall be submitted to COMMERCE no later than November 15, 2020.

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, reimbursable expenditures as set forth under the Scope of Work (Attachment A) and Budget & Invoicing (Attachment B). The invoice shall include the Contract Number as stated on the Face Sheet.

Each voucher must be accompanied by an A-19 Certification (Attachment C) and A-19 Activity Report (Attachment D). The A-19 Certification must be certified by an authorized party of the Contractor to certify and attest all expenditures submitted on the voucher are in compliance with the United States Treasury Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

The A-19 Activity Report must be submitted which describes, in Excel spreadsheet and narrative form, a detailed breakdown of the expenditures within each applicable budget sub-category identified in the voucher, as well as a report of expenditures to date. COMMERCE will not release payment for any reimbursement request received unless and until the A-19 Certification and A-19 Activity Report is received. After approving the Invoice Voucher, A-19 Certification and Activity Report, COMMERCE shall promptly remit a warrant to the Contractor.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Should the Contractor be found to spent funds inconsistent with federal laws, rules, guidelines, or otherwise inappropriately, it is the responsibility of the Contractor to reimburse Commerce for any amount spent on disallowed costs.

**8. AUDIT**

Contractor shall maintain internal controls providing reasonable assurance it is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs; and prepare appropriate financial statements, including a schedule of expenditures of federal awards.

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Contractor is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Contractor shall notify COMMERCE they did not meet the single audit requirement.

The Contractor shall send all single audit documentation to [auditreview@commerce.wa.gov](mailto:auditreview@commerce.wa.gov).

**9. DEBARMENT**

- A. Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
  - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
  - ii. Have not within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
  - iv. Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Contractor is unable to certify to any of the statements in this Contract, the Contractor shall attach an explanation to this Contract.
- C. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Contractor further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

**LOWER TIER COVERED TRANSACTIONS**

- i. The lower tier Contractor certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  - ii. Where the lower tier Contractor is unable to certify to any of the statements in this Contract, such contractor shall attach an explanation to this Contract.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

**10. LAWS**

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

**United States Laws, Regulations and Circulars (Federal)**

Contractor shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award, 2 CFR 200, Subpart F – Audit Requirements.

Contractor shall comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation.

Contractor shall comply with Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.

**11. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget & Invoicing
- Attachment C – A-19 Certification
- Attachment D – A-19 Activity Report

**GENERAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

**1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

**2. ALL WRITINGS CONTAINED HEREIN**

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

**3. AMENDMENTS**

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

**4. ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

**5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
  - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

**GENERAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**6. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

**7. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**8. GOVERNING LAW AND VENUE**

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

**GENERAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**10. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**11. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

**12. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, 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.

**13. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**14. SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

**15. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they

**GENERAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. Contractor shall incorporate 2 CFR Part 200, Subpart F audit requirements into all subcontracts. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

**16. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

**17. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

**18. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

**19. TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree



**GENERAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A.** Stop work under the contract on the date, and to the extent specified, in the notice;
- B.** Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C.** Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D.** Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E.** Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F.** Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G.** Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

**20. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

## Scope of Work

This funding is made available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) and Section V and VI of the CARES Act, for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). Under the CARES Act, the Coronavirus Relief Fund may be used to cover costs that:

1. **Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); AND**
2. **Are not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government.**

These funds may be used to reimburse for expenditures incurred during the period of March 1, 2020 thru Oct. 31, 2020. Please note: In order to ensure all funds have been fully utilized prior to the US Treasury’s December 30, 2020 end date, the State of Washington must closeout contracts by October 31, 2020. All final requests for reimbursement must be received no later than November 15, 2020.

Expenditures must be used for necessary actions taken to respond to the public health emergency. These may include expenditures incurred to allow the local government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

Payments may be used only to cover costs not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either:

1. The cost cannot lawfully be funded using a line item, allotment, or allocation within that budget; OR
2. The cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget is the enacted budget for the relevant fiscal period for the particular government. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

### **Allowable expenditures include, but are not limited to:**

1. Medical expenses such as:
  - a. COVID-19-related expenses of public hospitals, clinics, and similar facilities.
  - b. Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
  - c. Costs of providing COVID-19 testing, including serological testing.
  - d. Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
  - e. Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:

- a. Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
  - b. Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
  - c. Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
  - d. Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
  - e. Expenses for public safety measures undertaken in response to COVID-19.
  - f. Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
  4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
    - a. Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
    - b. Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
    - c. Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
    - d. Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
    - e. COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
    - f. Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
  5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
    - a. Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
    - b. Expenditures related to a State, territorial, local, or Tribal government payroll support program.
    - c. Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
  6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

## Budget & Invoicing

The Contractor shall determine the appropriate budget and use of funds within the following 6 budget categories and their sub-categories:

1. Medical
2. Public Health
3. Payroll
4. Actions to Comply with Public Health Measures
5. Economic Support
6. Other Covid-19 Expenses

The Contractor shall submit invoice reimbursement requests to the Commerce Representative using the Commerce Contract Management System's (CMS) Online A-19 Portal. Each reimbursement request must include:

1. A-19 Certification form – An authorized party of the local government will certify each invoice (A19) submitted for reimbursement and attest that all incurred expenditures meet the US Treasury Department's guidance: <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>
2. A-19 Activity Report
3. A detailed breakdown of the expenditures incurred within each applicable budget sub-category on the A-19 Activity Report.

The A-19 Certification and Activity Report templates will be provided with the executed contract. The documents are included in Attachment C and Attachment D for reference.

Receipts and proof of payment for costs incurred do not need to be submitted with A-19s. All contractors are required to maintain accounting records in accordance with state and federal laws. Records must be sufficient to demonstrate the funds have been used in accordance with section 601(d) of the Social Security Act. Commerce reserves the right to audit any costs submitted for reimbursement. The Contractor shall comply with Commerce A-19 audits and provide the appropriate records upon request.



## LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION

I, **<FIRST, LAST NAME>**, am the **<TITLE>** of **<LOCAL GOVERNMENT>**, and I certify that:

1. I have the authority and approval from the governing body on behalf of the Local Government to request reimbursement from the Department of Commerce (Commerce) per contract number **<COMMERCE CONTRACT NUMBER>** from the allocation of the Coronavirus Relief Fund as created in section 5001 of H.R.748, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") for eligible expenditures included on the corresponding A-19 invoice voucher for report period **<REPORT PERIOD FROM A-19>**.
2. I understand that as additional federal guidance becomes available, a contract amendment to the agreement between Commerce and the Local Government may become necessary.
3. I understand Commerce will rely on this certification as a material representation in processing this reimbursement.
4. I certify the use of funds submitted for reimbursement from the Coronavirus Relief Funds under this contract were used only to cover those costs that:
  - a. Are *necessary expenditures* incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
  - b. Were not accounted for in the budget most recently approved as of March 27, 2020; and
  - c. Were incurred during the period that begins on March 1, 2020, and ends on October 31, 2020.
5. I understand the use of funds pursuant to this certification must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. We have reviewed the guidance established by U.S. Department of the Treasury<sup>1</sup> and certify costs meet the required guidance. Any funds expended by the Local Government or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to the State of Washington.


Footnote:


1 – Guidance available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf> (4/30/2020)

LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION  
Page 2 of 2


6. I understand the Local Government receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 *Retention requirements for records* of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Such documentation shall be produced to Commerce upon request and may be subject to audit by the State Auditor.
  
7. I understand any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.
  
8. I understand funds received pursuant to this certification cannot be used for expenditures for which the Local Government has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

I certify that I have read the above certification and my statements contained herein are true and correct to the best of my knowledge.

  
\_\_\_\_\_  
Printed Name

  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

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

CRF A-19 Activity Report  
INSTRUCTIONS

### INSTRUCTIONS:

A completed CRF A-19 Certification and Activity Report must be submitted with each A-19 reimbursement request. The A-19 Activity Report must be submitted as an Excel spreadsheet, not a PDF. You must also include a detailed breakdown of the individual expenditures reported in **Column F** for each applicable sub-category included on the A-19 Activity Report.

There are 6 primary budget categories;

1. Medical Expenses
2. Public Health Expenses
3. Payroll expenses for public employees dedicated to COVID-19
4. Expenses to facilitate compliance with COVID-19-measures
5. Economic Supports
6. Other COVID-19 Expenses

Each primary budget category includes sub-categories and provides an option to add "other" sub-categories not listed.

Follow the below instructions when completing the A-19 Activity Report:

- 1 **REPORT PERIOD** - Enter the report period into **Cell D1** of the A-19 Activity Report.
  - a This should match the report period entered on the corresponding A-19.
  - b Report period should include MM/YY to MM/YYYY, i.e. 03/20, March 2020, 03/2020, etc.
- 2 **COLUMN E** - Enter the total amount of all previous reimbursement requests submitted to Commerce for each applicable sub-category.
- 3 **COLUMN F** - Enter the total amount being requested in the current reimbursement request for each applicable sub-category.
- 4 **COLUMN H: USE OF FUNDS** - You must include a general description of the use of the funds being requested for each applicable sub-category. Keep descriptions as concise as possible, but include adequate context to demonstrate how these funds helped address the COVID-19 emergency. If applicable, please consider:
  - a Providing a brief description of the specific activities performed.
  - b Identifying specific populations served.
  - c Identifying specific programs created or utilized.
  - d Including any known or intended outcomes, results, or community impacts.
- 5 **OTHER SUB-CATEGORIES** - Budget categories 1-5 include a placeholder to add an additional sub-category if necessary.
  - a Enter a **Title** for other expenses added within the appropriate budget category.
  - b Enter titles into **Cells: D10, D19, D27, D36, and D41**.
  - c There is only one "other" placeholder in each budget category section. Please combine multiple "other" sub-categories added to the same budget category.
- 6 **OTHER BUDGET CATEGORIES** - Budget category 6 is where you should include any eligible expenditures that don't fall under budget categories 1-5.
  - a Enter a **Title** for these "other" expenses within budget category 6.
  - b Enter titles into **Cells D44 - D48**.
  - c There are only 5 entry fields available within Budget Category 6.

Coronavirus Relief Fund  
A-19 Activity Report

Report Period:

| Eligible Expenditures                                                | Previously Reported Expenditures | Current Expenditures this Invoice | Total Cumulative Expenditures | Brief Description of Use of Funds |
|----------------------------------------------------------------------|----------------------------------|-----------------------------------|-------------------------------|-----------------------------------|
| <b>1 Medical Expenses</b>                                            |                                  |                                   |                               |                                   |
| A. Public hospitals, clinics, and similar facilities                 | \$ -                             | \$ -                              | \$ -                          |                                   |
| B. Temporary public medical facilities & increased capacity          | \$ -                             | \$ -                              | \$ -                          |                                   |
| C. COVID-19 testing, including serological testing                   | \$ -                             | \$ -                              | \$ -                          |                                   |
| D. Emergency medical response expenses                               | \$ -                             | \$ -                              | \$ -                          |                                   |
| E. Telemedicine capabilities                                         | \$ -                             | \$ -                              | \$ -                          |                                   |
| F. Other:                                                            | \$ -                             | \$ -                              | \$ -                          |                                   |
| Sub-Total:                                                           | \$ -                             | \$ -                              | \$ -                          |                                   |
| <b>2 Public Health Expenses</b>                                      |                                  |                                   |                               |                                   |
| A. Communication and enforcement of public health measures           | \$ -                             | \$ -                              | \$ -                          |                                   |
| B. Medical and protective supplies, including sanitation and PPE     | \$ -                             | \$ -                              | \$ -                          |                                   |
| C. Disinfecting public areas and other facilities                    | \$ -                             | \$ -                              | \$ -                          |                                   |
| D. Technical assistance on COVID-19 threat mitigation                | \$ -                             | \$ -                              | \$ -                          |                                   |
| E. Public safety measures undertaken                                 | \$ -                             | \$ -                              | \$ -                          |                                   |
| F. Quarantining individuals                                          | \$ -                             | \$ -                              | \$ -                          |                                   |
| G. Other:                                                            | \$ -                             | \$ -                              | \$ -                          |                                   |
| Sub-Total:                                                           | \$ -                             | \$ -                              | \$ -                          |                                   |
| <b>3 Payroll expenses for public employees dedicated to COVID-19</b> |                                  |                                   |                               |                                   |
| A. Public Safety                                                     | \$ -                             | \$ -                              | \$ -                          |                                   |
| B. Public Health                                                     | \$ -                             | \$ -                              | \$ -                          |                                   |
| C. Health Care                                                       | \$ -                             | \$ -                              | \$ -                          |                                   |
| D. Human Services                                                    | \$ -                             | \$ -                              | \$ -                          |                                   |
| E. Economic Development                                              | \$ -                             | \$ -                              | \$ -                          |                                   |
| F. Other:                                                            | \$ -                             | \$ -                              | \$ -                          |                                   |
| Sub-Total:                                                           | \$ -                             | \$ -                              | \$ -                          |                                   |
| <b>4 Expenses to facilitate compliance with COVID-19-measures</b>    |                                  |                                   |                               |                                   |
| A. Food access and delivery to residents                             | \$ -                             | \$ -                              | \$ -                          |                                   |
| B. Distance learning tied to school closings                         | \$ -                             | \$ -                              | \$ -                          |                                   |
| C. Telework capabilities of public employees                         | \$ -                             | \$ -                              | \$ -                          |                                   |
| D. Paid sick and paid family and medical leave to public employees   | \$ -                             | \$ -                              | \$ -                          |                                   |
| E. COVID-19-related expenses in county jails                         | \$ -                             | \$ -                              | \$ -                          |                                   |
| F. Care and mitigation services for homeless populations             | \$ -                             | \$ -                              | \$ -                          |                                   |
| G. Other:                                                            | \$ -                             | \$ -                              | \$ -                          |                                   |
| Sub-Total:                                                           | \$ -                             | \$ -                              | \$ -                          |                                   |
| <b>5 Economic Supports</b>                                           |                                  |                                   |                               |                                   |
| A. Small Business Grants for business interruptions                  | \$ -                             | \$ -                              | \$ -                          |                                   |
| B. Payroll Support Programs                                          | \$ -                             | \$ -                              | \$ -                          |                                   |
| C. Other:                                                            | \$ -                             | \$ -                              | \$ -                          |                                   |
| Sub-Total:                                                           | \$ -                             | \$ -                              | \$ -                          |                                   |
| <b>6 Other COVID-19 Expenses</b>                                     |                                  |                                   |                               |                                   |
| A. Other:                                                            | \$ -                             | \$ -                              | \$ -                          |                                   |
| B. Other:                                                            | \$ -                             | \$ -                              | \$ -                          |                                   |
| C. Other:                                                            | \$ -                             | \$ -                              | \$ -                          |                                   |
| D. Other:                                                            | \$ -                             | \$ -                              | \$ -                          |                                   |
| E. Other:                                                            | \$ -                             | \$ -                              | \$ -                          |                                   |
| Sub-Total:                                                           | \$ -                             | \$ -                              | \$ -                          |                                   |
| <b>TOTAL:</b>                                                        | \$ -                             | \$ -                              | \$ -                          |                                   |



## **FIRCREST CITY COUNCIL AGENDA SUMMARY**

**NEW BUSINESS:**                   **Approval Resolution Encouraging Face Coverings**  
**ITEM: 10D**

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

---

**RECOMMENDED MOTION:**    **I move to adopt Resolution No. \_\_\_\_\_, encouraging Fircrest residents to wear face coverings when in outdoor or indoor public spaces.**

**PROPOSAL:** The City Council is being asked to adopt a resolution that mirrors a similar resolution adopted by the Tacoma-Pierce County Board of Health encouraging the use of face coverings and masks in public spaces.

**FISCAL IMPACT:** None.

**ADVANTAGES:** Aligns the City of Fircrest with the Health Department regarding public health during the COVID-19 pandemic.

**DISADVANTAGES:** None identified.

**HISTORY:** The Tacoma-Pierce County Board of Health adopted a face covering resolution at their June 17, 2020 board meeting. The City of Fircrest City Council recently had a study session regarding summer events and playgrounds in which the general consensus of the City Council was for the City to exercise an abundance of caution regarding public health in making decisions about summer events and when to open playgrounds.

**Attachment(s):** [Resolution](#)



1 **WHEREAS**, on June 17, 2020, the Tacoma-Pierce County Board of Health adopted  
2 Resolution No. 2020-4647, encouraging residents of Pierce County to use face coverings  
or masks when they are in public spaces; and

3 **WHEREAS**, exceptions to this resolution are made for: children aged two years or less;  
4 children aged 12 years or less who need adult supervision on safe use of face coverings;  
5 individuals with physical disabilities that prevent easy wearing or removal of a face  
6 covering; communication with hearing impaired individuals who use facial expression and  
7 mouth movement as part of communication; individuals who have been advised by a  
8 medical professional that wearing a face covering poses a risk to their health; individuals  
with breathing problems; and members of marginalized communities who do not feel safe  
wearing face coverings. Now, Therefore

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

10 **Section 1.** The residents of the City of Fircrest are encouraged to wear face coverings or  
11 masks when they are in outdoor or indoor public areas, especially when they cannot  
maintain a physical distance of six feet from others; and

12 **Section 2.** The City of Fircrest supports the Tacoma-Pierce County Board of Health in  
13 their efforts to provide public education to promote use of face coverings and other  
measures to prevent the spread of COVID-19,

14 **APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF**  
15 **FIRCREST, WASHINGTON**, at a regular meeting thereof this 23<sup>rd</sup> day of June 2020.

16  
17 **APPROVED:**

18  
19 \_\_\_\_\_  
Hunter T. George, Mayor

20 **ATTEST:**

21  
22 \_\_\_\_\_  
Jayne Westman, City Clerk

23  
24 **APPROVED AS TO FORM:**

25  
26 \_\_\_\_\_  
27 Michael B. Smith, City Attorney