

**FIRCREST CITY COUNCIL
REGULAR MEETING AGENDA**

TUESDAY, JANUARY 24, 2023

COUNCIL CHAMBERS

7:00 P.M.

FIRCREST CITY HALL, 115 RAMSDELL STREET

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. PRESIDING OFFICER'S REPORT**
 - A. [Proclamation: Black History Month](#)
- 5. CITY MANAGER COMMENTS**
 - A. Planning Commission Joint Meeting Topic
 - B. 2023 Committees
 - C. Capital Requests
- 6. DEPARTMENT HEAD COMMENTS**
- 7. COUNCILMEMBER COMMENTS**
- 8. PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA**
- 9. COMMITTEE, COMMISSION & 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
- 10. CONSENT CALENDAR**
 - A. Approval of [vouchers/payroll checks](#)
 - B. [Registering an Objection to the Issuance of Sammy's Pizza Liquor License](#)
 - C. Approval of minutes: [January 10, 2023, Regular Meeting](#)
[January 17, 2022, Study Session](#)
 - D. Setting a public hearing on February 14th, 2023, at 7:15 pm or thereafter to receive comments on the proposed text amendments regarding stormwater NPDES compliance
- 11. PUBLIC HEARING 7:15 P.M.**
 - A. [To receive comments on a proposed solid waste rate adjustment](#)
- 12. UNFINISHED BUSINESS**
- 13. NEW BUSINESS**
 - A. [Resolution: Comprehensive Plan Periodic Update Consultant Agreement](#)
 - B. [Resolution: WSIPC Purchasing Agreement](#)
- 14. CALL FOR FINAL COMMENTS**
- 15. EXECUTIVE SESSION**
- 16. ADJOURNMENT**

Join the Zoom: Dial: 1 253 215 8782 Webinar ID: 873 9102 3810 Passcode:
312044



PROCLAMATION OF THE CITY COUNCIL

WHEREAS, Black History Month is a time to celebrate the many achievements and contributions made by African Americans who have shaped our local and national history, society, and culture; and

WHEREAS, The origins of Black History Month date back to 1915 when Harvard historian Dr. Carter G. Woodson founded the Association for the Study of African American Life and History (ASALH), which was and remains dedicated to researching and promoting the achievements of Black Americans and other people of African descent; and

WHEREAS the recognition of Black History Month affords all Americans the opportunity to reflect on the past successes and challenges of African Americans and look to the future to continue to improve society so we can live up to the ideals of freedom, equity, justice, economic opportunity, and access for all; and

WHEREAS, every year, the Association for the Study of African American Life and History sets forth a theme for Black History Month, and the theme for 2023 is “Black Resistance”; and

WHEREAS, this year’s theme explores how African Americans have resisted historic and ongoing oppression through education, the arts, sports, politics, and other avenues, and calls to everyone “to study the history of Black Americans’ responses to establish safe spaces, where Black life can be sustained, fortified, and respected”.

NOW, THEREFORE, WE, MAYOR AND COUNCILMEMBERS, of the City of Fircrest, do hereby proclaim the month of February 2023 as Black History Month in the City of Fircrest, Washington and we encourage all citizens to join in this special observance by learning more about the origins of the month, this year’s theme, and African American history.

Passed this 24nd day of January 2023

Brett Wittner, Mayor

ACCOUNTS PAYABLE

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
28711	01/17/2023	01/24/2023	4297 AWC Drug & Alcohol Consortium	745.00	2023 Drug & Alcohol Consortium Membership
	518 11 41 02	Drug & Alcohol - Personnel	001 000 518 General Fund	745.00	2023 Drug & Alcohol Consortium Membership
28751	01/17/2023	01/24/2023	4298 AWC Employee Benefit Trust	742.50	02/2023 Retired Medical
	521 22 20 01	LEOFF I Medical Premiums	001 000 521 General Fund	742.50	02/2023 Retired Medical
28710	01/17/2023	01/24/2023	4296 AWC	5,137.00	2023 City Membership
	511 60 49 01	A.W.C. Dues	001 000 511 General Fund	5,137.00	2023 City Membership
28703	01/13/2023	01/24/2023	130 Allen, Joanne	67.00	Library Reimbursement - 1 Year
	572 21 49 00	Library Services	001 000 572 General Fund	67.00	Library Reimbursement - 1 Year
28702	01/13/2023	01/24/2023	171 Anderson, Cathy	67.00	Library Reimbursement - 1 Year
	572 21 49 00	Library Services	001 000 572 General Fund	67.00	Library Reimbursement - 1 Year
28767	01/19/2023	01/24/2023	7201 Audio Innovations	400.00	Sound for Daddy Daughter Dance
	573 90 49 01	Community Events	001 000 573 General Fund	400.00	Sound for Daddy Daughter Dance
28756	01/17/2023	01/24/2023	4829 BSN Sports	224.85	Basketball Supplies
	571 20 49 07	Youth Basketball/Youth Refe	001 000 571 General Fund	224.85	Basketball Supplies
28705	01/17/2023	01/24/2023	5781 Batteries Plus Bulbs	60.73	Batteries for Princeton Liftstation
	535 50 31 01	Oper Supplies - Sewer Main	430 000 535 Sewer Fund (dep	60.73	Batteries for Princeton Liftstation
28726	01/17/2023	01/24/2023	5479 Bray, Derek	67.00	Library Reimbursement - 1 Year
	572 21 49 00	Library Services	001 000 572 General Fund	67.00	Library Reimbursement - 1 Year
28712	01/17/2023	01/24/2023	4293 CDW Government Inc	161.70	Mounting Equipment for AP's at City Hall
	518 81 35 00	Small Tools & Equip - I/S	001 000 518 General Fund	161.70	Mounting Equipment for AP's at City Hall
28713	01/17/2023	01/24/2023	4293 CDW Government Inc	41.93	Mounting Equipment for AP's at City Hall
	518 81 35 00	Small Tools & Equip - I/S	001 000 518 General Fund	41.93	Mounting Equipment for AP's at City Hall
Total CDW Government Inc				203.63	
28730	01/17/2023	01/24/2023	3572 CED	293.67	Emerson Island Light Replacement (5 lights)
	542 80 31 01	Oper Supplies - St Beaut	101 000 542 City Street Fund	293.67	Emerson Island Light Replacement (5 lights)

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28758	01/18/2023	01/24/2023	10229 Casey Civil, PLLC	4,930.00	P#68 44th St. Lift Station Professional Svcs. thru December 2022
	594 35 63 03 Project Engineering - Sewer		432 000 594 Sewer Improven	4,930.00	P#68 44th St. Lift Station Professional Svcs. thru December 2022
28706	01/17/2023	01/24/2023	5805 CenturyLink (Lumen LD)	12.45	Long Distance Access & Usage 01/2023
	518 10 42 00 Communication - Non Dept		001 000 518 General Fund	12.45	Long Distance Access & Usage 01/2023
28763	01/18/2023	01/24/2023	3994 CenturyLink	1,041.23	Telecommunications - January 2023
	518 10 42 00 Communication - Non Dept		001 000 518 General Fund	76.25	City Hall Alarm - 01/2023
	518 10 42 00 Communication - Non Dept		001 000 518 General Fund	449.18	Circuit Line/PRI - 01/2023
	518 10 42 00 Communication - Non Dept		001 000 518 General Fund	137.45	DID - 01/2023
	521 22 42 00 Communication - Police		001 000 521 General Fund	160.86	Police BA/Modem - 01/2023
	531 50 42 00 Communication - Storm		415 000 531 Storm Drain	19.07	PW Alarm - 01/2023
	531 50 42 00 Communication - Storm		415 000 531 Storm Drain	19.06	PW Fax - 01/2023
	534 10 42 00 Communication - Water Adr		425 000 534 Water Fund (de	19.06	PW Alarm - 01/2023
	534 10 42 00 Communication - Water Adr		425 000 534 Water Fund (de	32.50	PW DSL/Telemetry - 01/2023
	534 10 42 00 Communication - Water Adr		425 000 534 Water Fund (de	19.06	PW Fax - 01/2023
	535 10 42 01 Communication - Sewer Adr		430 000 535 Sewer Fund (de	19.06	PW Alarm - 01/2023
	535 10 42 01 Communication - Sewer Adr		430 000 535 Sewer Fund (de	32.50	PW DSL/Telemetry - 01/2023
	535 10 42 01 Communication - Sewer Adr		430 000 535 Sewer Fund (de	19.06	PW Fax - 01/2023
	542 30 42 00 Communication - Street Reg		101 000 542 City Street Fund	19.06	PW Alarm - 01/2023
	542 30 42 00 Communication - Street Reg		101 000 542 City Street Fund	19.06	PW Fax - 01/2023
28716	01/17/2023	01/24/2023	4313 Chuckals Inc	57.23	Certificate Holders for Calendar Pictures
	531 50 31 01 Office Supplies - Storm		415 000 531 Storm Drain	14.31	Certificate Holders for Calendar Pictures
	534 10 31 00 Office Supplies - Water Adr		425 000 534 Water Fund (de	14.31	Certificate Holders for Calendar Pictures
	535 10 31 00 Office Supplies - Swr Admin		430 000 535 Sewer Fund (de	14.31	Certificate Holders for Calendar Pictures
	542 30 31 01 Office Supplies - Street Reg		101 000 542 City Street Fund	14.30	Certificate Holders for Calendar Pictures
28727	01/17/2023	01/24/2023	4324 City Treasurer-Tacoma	60,493.80	Fire/EMS - February 2023
	522 20 40 00 Tacoma Contract - Fire		001 000 522 General Fund	14,268.80	Fire - 02/2023
	522 20 41 00 Tacoma Contract - EMS		001 000 522 General Fund	46,225.00	EMS - 02/2023
28733	01/17/2023	01/24/2023	7064 Clother, Shannen	57.18	Meals And Mileage For AOC Training - S. Clother
	512 50 43 00 Travel - Court		001 000 512 General Fund	57.18	Meals And Mileage For AOC Training - S. Clother
28743	01/17/2023	01/24/2023	6203 Code Mechanical Inc	753.53	HVAC Repair - PW
	518 30 48 03 Rep & Maint - PW		001 000 518 General Fund	753.53	HVAC Repair - PW

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28741	01/17/2023	01/24/2023	10296 CodePros, LLC	5,021.67	Building Official/Inspection Services - Dec 2022
	524 20 41 01 Bldg Inspec/Plan Review		001 000 524 General Fund	5,021.67	Building Official/Inspection Services - Dec 2022
28746	01/17/2023	01/24/2023	3565 Comfort Davies & Smith	432.00	Legal Services - Ruston - Dec 2022
	515 41 41 03 City Prosecutor		001 000 515 General Fund	432.00	Legal Services - Ruston - Dec 2022
28742	01/17/2023	01/24/2023	3573 Copiers Northwest Inc	25.18	Printer Usage 11/28/22-12/28/22
	521 22 45 00 Oper Rentals - Copier - Polic		001 000 521 General Fund	25.18	Printer Usage 11/28/22-12/28/22
28761	01/18/2023	01/24/2023	3573 Copiers Northwest Inc	34.13	Copier Usage 12/14/22-01/13/23
	521 22 45 00 Oper Rentals - Copier - Polic		001 000 521 General Fund	34.13	Copier Usage 12/14/22-01/13/23
			Total Copiers Northwest Inc	59.31	
28670	01/11/2023	01/24/2023	4603 DMCJA, Judge Crawford-Willis	250.00	2023 DMCJA Dues - J. Miller
	512 50 49 02 Dues/Member/Subscription:		001 000 512 General Fund	250.00	2023 DMCJA Dues J. Miller
28665	01/11/2023	01/24/2023	1561 Demark, Robert E	33.50	Library Reimbursement - 1/2 Year
	572 21 49 00 Library Services		001 000 572 General Fund	33.50	Library Reimbursement - 1/2 Year
28747	01/17/2023	01/24/2023	3599 Dept Of Licensing	10.00	Notary Public Commission - S Lee - 2nd payment
	518 10 49 02 Notary		001 000 518 General Fund	10.00	Notary Public Commission - S Lee - 2nd payment
28766	01/18/2023	01/24/2023	4310 Dept Of Revenue-EXCISE TAX	16,300.49	December 2022 Excise Taxes
	518 20 43 01 Excise Tax - Time/Temp Ren		001 000 518 General Fund	3.30	December 2022 Excise Taxes
	531 50 44 00 Excise Tax - Storm		415 000 531 Storm Drain	1,487.24	December 2022 Excise Taxes
	534 10 44 00 Excise Tax - Water		425 000 534 Water Fund (de	1.24	December 2022 Excise Taxes
	534 10 44 00 Excise Tax - Water		425 000 534 Water Fund (de	170.69	December 2022 Excise Taxes
	534 10 44 00 Excise Tax - Water		425 000 534 Water Fund (de	7,759.32	December 2022 Excise Taxes
	535 10 44 00 Excise Tax - Sewer		430 000 535 Sewer Fund (de	0.06	December 2022 Excise Taxes
	535 10 44 00 Excise Tax - Sewer		430 000 535 Sewer Fund (de	6,679.91	December 2022 Excise Taxes
	576 80 31 02 Oper Supplies - Parks		001 000 576 General Fund	34.00	December 2022 Excise Taxes
	576 80 49 00 Miscellaneous - Parks		001 000 576 General Fund	164.73	December 2022 Excise Taxes
28663	01/11/2023	01/24/2023	7434 Diamond, Martha	67.00	Library Reimbursement - 1 Year
	572 21 49 00 Library Services		001 000 572 General Fund	67.00	Library Reimbursement - 1 Year
28668	01/11/2023	01/24/2023	9254 Doyle Printing Company	242.00	Color Letterhead (1000) PW

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531 50 49 03	Printing & Binding - Storm	415 000	531 Storm Drain	80.66	Color Letterhead (1000) PW
534 10 49 04	Printing & Binding - Water /	425 000	534 Water Fund (de	80.67	Color Letterhead (1000) PW
535 10 49 03	Printing & Binding - Sewer /	430 000	535 Sewer Fund (de	80.67	Color Letterhead (1000) PW
28729	01/17/202301/24/20233627		Evergreen Rural Water of Washington	700.00	2023 Membership Dues
534 10 49 03	Dues/Member/Subscription:	425 000	534 Water Fund (de	700.00	2023 Membership Dues
28715	01/17/202301/24/20233635		Fence Specialists Inc	2,530.00	Repair Fence at PW Yard
518 30 48 03	Rep & Maint - PW	001 000	518 General Fund	2,530.00	Repair Fence at PW Yard Where Tree Fell
28752	01/17/202301/24/20233638		Fircrest Golf Club	1,346.61	Land Rental for Water Tank on Golf Course Property - Jan 2023
534 10 45 01	Land Rental - Water Tank	425 000	534 Water Fund (de	1,346.61	Land Rental for Water Tank on Golf Course Property - Jan 2023
28707	01/17/202301/24/20236774		Greenleaf Landscaping 1 Inc	2,193.03	Pruned Red Maples along San Juan and Ramsdell and Hauled Debris
542 80 48 00	Street Tree Maintenance (co	101 000	542 City Street Fund	2,193.03	Pruned Red Maples along San Juan and Ramsdell and Hauled Debris
28689	01/11/202301/24/202310305		Gunderson Law Office PLLC	6,000.00	City of Fircrest - December 2022
515 41 41 03	City Prosecutor	001 000	515 General Fund	6,000.00	City of Fircrest - December 2022
28664	01/11/202301/24/20238810		Hardy, Alison	67.00	Library Reimbursement - 1 Year
572 21 49 00	Library Services	001 000	572 General Fund	67.00	Library Reimbursement - 1 Year
28669	01/11/202301/24/20233692		Home Depot Credit Services	90.36	Holiday Light Containers
542 80 31 01	Oper Supplies - St Beaut	101 000	542 City Street Fund	90.36	Holiday Light Containers
28722	01/17/202301/24/20233692		Home Depot Credit Services	197.44	Storage Rack for Pool
576 20 35 00	Small Tools & Equip - Pool	001 000	576 General Fund	197.44	Storage Rack for Pool
			Total Home Depot Credit Services	287.80	
28731	01/17/202301/24/20233704		International Assoc Of Chiefs Of Police	190.00	2023 Membership Dues - J Cheesman
521 22 49 03	Dues/Member/Subscription:	001 000	521 General Fund	190.00	2023 Membership Dues - J Cheesman
28704	01/13/202301/24/20239955		Isenhour, Micheal Willard	33.50	Library Reimbursement - 1/2 Year

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572 21 49 00	Library Services	001 000 572	General Fund	33.50	Library Reimbursement - 1/2 Year
28723 01/17/2023	01/24/2023	9817	Kenyon Disend	568.00	Attorney Services - December 2022 - Land Use
515 41 41 02	Special Legal Counsel	001 000 515	General Fund	568.00	Attorney Services - December 2022 - Land Use
28724 01/17/2023	01/24/2023	9817	Kenyon Disend	6,333.93	Attorney Services - December 2022
515 41 41 01	City Attorney	001 000 515	General Fund	6,333.93	Attorney Services - December 2022
Total Kenyon Disend				6,901.93	
28755 01/17/2023	01/24/2023	10264	Larson, Shari	310.35	Wednesday Gentle Yoga & Chair Yoga Classes (12/1/22-12/31/22)
571 20 49 06	Instructor Fees	001 000 571	General Fund	310.35	Wednesday Gentle Yoga & Chair Yoga Classes (12/1/22-12/31/22)
28754 01/17/2023	01/24/2023	10265	Mirande, Therese	284.65	Monday & Friday Gentle Yoga Classes (12/1/22-12/31/22)
571 20 49 06	Instructor Fees	001 000 571	General Fund	284.65	Monday & Friday Gentle Yoga Classes (12/1/22-12/31/22)
28714 01/17/2023	01/24/2023	3958	PC Budget & Finance - Jail	2,116.00	Jail Services - December 2022
523 60 40 01	Jail	001 000 523	General Fund	2,116.00	Jail Services - December 2022
28765 01/18/2023	01/24/2023	3955	Petrocard Systems Inc	128.26	Gas/Fuel - January 2023
548 65 31 13	Gas - Storm	501 000 548	Equipment Rent	128.26	Storm 01/2023
28757 01/18/2023	01/24/2023	3971	Pitney Bowes Inc Supplies	73.03	Tape Strips For Postage Meter
518 10 42 01	Postage - Non Dept	001 000 518	General Fund	73.03	Tape Strips For Postage Meter
28734 01/17/2023	01/24/2023	3986	Puget Sound Energy, BOT-01H	350.61	Natural Gas - PW - Dec 2022
531 50 47 02	Public Utility Services - Bldg	415 000 531	Storm Drain	87.65	Natural Gas - PW - Dec 2022
534 10 47 00	Utility Services/Building - W	425 000 534	Water Fund (de	87.66	Natural Gas - PW - Dec 2022
535 10 47 00	Utility Services/Building - Se	430 000 535	Sewer Fund (de	87.65	Natural Gas - PW - Dec 2022
542 30 47 02	Electricity & Gas/Bldg - Stre	101 000 542	City Street Fund	87.65	Natural Gas - PW - Dec 2022
28735 01/17/2023	01/24/2023	3986	Puget Sound Energy, BOT-01H	1,252.62	Natural Gas - Pool/Bathhouse - December 2022
576 20 47 00	Public Utility Services - Pool	001 000 576	General Fund	1,252.62	Natural Gas - Pool/Bathhouse - December 2022
28736 01/17/2023	01/24/2023	3986	Puget Sound Energy, BOT-01H	70.09	Natural Gas - Rec Center - December 2022

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571 10 47 00	Public Utility Services - Rec	001 000 571	General Fund	70.09	Natural Gas - Rec Center - December 2022
28737 01/17/2023	01/24/2023 3986	Puget Sound Energy, BOT-01H		383.19	Natural Gas - City Hall Dec 2022
518 30 47 00	Public Utility Services - City	001 000 518	General Fund	383.19	Natural Gas - City Hall Dec 2022
Total Puget Sound Energy, BOT-01H				2,056.51	
28750 01/17/2023	01/24/2023 5710	Rainier Connect, Mashell Telecom		106.95	Internet Access Fee - City Hall - Jan 2023
518 81 42 00	Communication/Internet - I/	001 000 518	General Fund	106.95	Internet Access Fee - City Hall - Jan 2023
28691 01/11/2023	01/24/2023 8893	Right Systems INC		3,685.00	IT Managed Services - January 2023
518 81 41 01	Prof Svcs - I/S	001 000 518	General Fund	3,685.00	IT Managed Services - January 2023
28667 01/11/2023	01/24/2023 10029	Rodriguez, Javier		67.00	Library Reimbursement - 1 Year
572 21 49 00	Library Services	001 000 572	General Fund	67.00	Library Reimbursement - 1 Year
28739 01/17/2023	01/24/2023 10302	Rollosson, Paul		67.00	Library Reimbursement - 1/2 Year
572 21 49 00	Library Services	001 000 572	General Fund	67.00	Library Reimbursement - 1/2 Year
28760 01/18/2023	01/24/2023 10307	Sanchez, Gabriela Carrillo		195.00	Face Painting - Daddy Daughter Dance
573 90 49 01	Community Events	001 000 573	General Fund	195.00	Face Painting - Daddy Daughter Dance
28718 01/17/2023	01/24/2023 4035	Sarco Supply		256.41	Janitorial Supplies - Rec Bldg
571 10 31 04	Janitorial Supplies - Rec Bldg	001 000 571	General Fund	256.41	Janitorial Supplies - Rec Bldg
28719 01/17/2023	01/24/2023 4035	Sarco Supply		100.14	Janitorial Supplies - Public Works
518 30 31 03	Oper Supplies - PWF	001 000 518	General Fund	100.14	Janitorial Supplies - Public Works
28720 01/17/2023	01/24/2023 4035	Sarco Supply		134.91	Janitorial Supplies - Pool
576 20 31 02	Janitorial Supplies - Pool	001 000 576	General Fund	134.91	Janitorial Supplies - Pool
Total Sarco Supply				491.46	
28693 01/12/2023	01/24/2023 6088	Sentinel Pest Control Inc		196.35	Pest Control - PW - 01/2023
531 50 48 00	Rep & Maint - Storm	415 000 531	Storm Drain	49.09	Pest Control - PW - 01/2023
534 50 48 01	Rep & Maint - Water Maint	425 000 534	Water Fund (dep	49.09	Pest Control - PW - 01/2023
535 50 48 00	Rep & Maint - Sewer Maint	430 000 535	Sewer Fund (dep	49.09	Pest Control - PW - 01/2023

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542 30 48 01	Rep & Maint - Street Maint	101 000 542	City Street Fund	49.08	Pest Control - PW - 01/2023
28721 01/17/2023	01/24/2023 6088		Sentinel Pest Control Inc	110.00	Pest Control - City Hall - 01/2023
518 30 48 02	Rep & Maint - City Hall	001 000 518	General Fund	110.00	Pest Control - City Hall - 01/2023
Total Sentinel Pest Control Inc				306.35	
28748 01/17/2023	01/24/2023 6350		Sevier, Maria	600.00	On Call GIS Support - 11/1-12/31/21
531 50 41 00	Prof Svcs - Storm	415 000 531	Storm Drain	120.00	On Call GIS Support - 11/1-12/31/21
534 10 41 00	Prof Svcs - Water Admin	425 000 534	Water Fund (dep	120.00	On Call GIS Support - 11/1-12/31/21
535 10 41 00	Prof Svcs - Sewer Admin	430 000 535	Sewer Fund (dep	120.00	On Call GIS Support - 11/1-12/31/21
542 30 41 00	Prof Svcs - Street Reg	101 000 542	City Street Fund	120.00	On Call GIS Support - 11/1-12/31/21
558 60 41 00	Prof Svcs - Planning	001 000 558	General Fund	120.00	On Call GIS Support - 11/1-12/31/21
28672 01/11/2023	01/24/2023 2068		Sheppard*, Joe	67.00	Library Reimbursement -1 Year
572 21 49 00	Library Services	001 000 572	General Fund	67.00	Library Reimbursement -1 Year
28701 01/12/2023	01/24/2023 1719		Silver, Dolph	228.90	03-00780.3 - 118 AMHERST ST
343 10 00 00	Storm Drain Revenues	415 000 340	Storm Drain	-50.74	
343 40 00 00	Sale Of Water	425 000 340	Water Fund (dep	-55.50	
343 50 00 00	Sewer Revenues	430 000 340	Sewer Fund (dep	-122.66	
28728 01/17/2023	01/24/2023 7749		Sound Uniform Solutions Inc	591.80	Jumpsuit - All Season - K Gollinger
521 22 49 01	Uniforms/Clothing/Laundry	001 000 521	General Fund	591.80	Jumpsuit - All Season - K Gollinger
28749 01/17/2023	01/24/2023 7418		Stanley Convergent Security Solutions	483.36	2023 Alarm Monitoring - PW & CH
518 30 48 02	Rep & Maint - City Hall	001 000 518	General Fund	241.68	2023 Alarm Monitoring - City Hall
518 30 48 03	Rep & Maint - PW	001 000 518	General Fund	241.68	2023 Alarm Monitoring - Public Works
28725 01/17/2023	01/24/2023 4084		Staples Business Advantage	77.78	Office Supplies - Admin & Central
513 10 31 00	Office & Oper Sup - Admin	001 000 513	General Fund	27.37	Office Supplies - Admin
518 10 34 01	Office Supplies - Central	001 000 518	General Fund	50.41	Office Supplies - Central
28745 01/17/2023	01/24/2023 4088		State Auditor's Office	2,726.00	2021 Audit #49665 - Dec 2022 (23.5 Hrs)
518 10 41 01	Biennial Audit - Non Dept	001 000 518	General Fund	2,726.00	2021 Audit #49665 - Dec 2022 (23.5 Hrs)
28738 01/17/2023	01/24/2023 2060		Stenseng, Bjorn	33.50	Library Reimbursement - 1/2 Year
572 21 49 00	Library Services	001 000 572	General Fund	33.50	Library Reimbursement - 1/2 Year

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City Of Fircrest

Time: 14:04:29 Date: 01/19/2023

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
28676	01/11/2023	01/24/2023	4110 Superior Linen Service	138.94	Linen Service 12/28/22 - Rec Center
	518 30 48 01 Rep & Maint - Rec Bldg		001 000 518 General Fund	138.94	Linen Service 12/28/22 - Rec Center
28677	01/11/2023	01/24/2023	4110 Superior Linen Service	138.44	Linen Service 12/14/22 - Rec Center
	518 30 48 01 Rep & Maint - Rec Bldg		001 000 518 General Fund	138.44	Linen Service 12/14/22 - Rec Center
28678	01/11/2023	01/24/2023	4110 Superior Linen Service	128.26	Linen Service 11/30/22 - Rec Center
	518 30 48 01 Rep & Maint - Rec Bldg		001 000 518 General Fund	128.26	Linen Service 11/30/22 - Rec Center
28679	01/11/2023	01/24/2023	4110 Superior Linen Service	55.25	Linen Service 12/28/22 - Pool
	576 20 49 02 Miscellaneous - Pool		001 000 576 General Fund	55.25	Linen Service 12/28/22 - Pool
28680	01/11/2023	01/24/2023	4110 Superior Linen Service	55.25	Linen Service 12/14/22 - Pool
	576 20 49 02 Miscellaneous - Pool		001 000 576 General Fund	55.25	Linen Service 12/14/22 - Pool
28681	01/11/2023	01/24/2023	4110 Superior Linen Service	55.25	Linen Service 11/30/22 - Pool
	576 20 49 02 Miscellaneous - Pool		001 000 576 General Fund	55.25	Linen Service 11/30/22 - Pool
28682	01/11/2023	01/24/2023	4110 Superior Linen Service	49.07	Linen Service 12/28/22 - Public Works
	518 30 48 03 Rep & Maint - PW		001 000 518 General Fund	49.07	Linen Service 12/28/22 - Public Works
28683	01/11/2023	01/24/2023	4110 Superior Linen Service	49.07	Linen Service 12/14/22 - Public Works
	518 30 48 03 Rep & Maint - PW		001 000 518 General Fund	49.07	Linen Service 12/14/22 - Public Works
28684	01/11/2023	01/24/2023	4110 Superior Linen Service	43.98	Linen Service 11/30/22 - Public Works
	518 30 48 03 Rep & Maint - PW		001 000 518 General Fund	43.98	Linen Service 11/30/22 - Public Works
28685	01/11/2023	01/24/2023	4110 Superior Linen Service	81.33	Linen Service 12/22/22 - City Hall
	518 30 48 02 Rep & Maint - City Hall		001 000 518 General Fund	81.33	Linen Service 12/22/22 - City Hall
28686	01/11/2023	01/24/2023	4110 Superior Linen Service	81.33	Linen Service 12/08/22 - City Hall
	518 30 48 02 Rep & Maint - City Hall		001 000 518 General Fund	81.33	Linen Service 12/08/22 - City Hall
Total Superior Linen Service				876.17	
28690	01/11/2023	01/24/2023	4120 Tacoma Daily Index	39.53	December 2022 Publications
	558 60 41 01 Advertising - Planning		001 000 558 General Fund	39.53	Ordinance 1702 Passed

ACCOUNTS PAYABLE

City Of Fircrest

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
28762	01/18/2023	01/24/2023	4322 Tacoma, City of - POWER	13,827.79	Power - Various Locations - December 2022
	518 30 47 00	Public Utility Services - City	001 000 518 General Fund	853.92	Time/Temp & City Hall Power 12/2022
	531 50 47 02	Public Utility Services - Bldg	415 000 531 Storm Drain	137.18	PW Power 12/2022
	534 10 47 00	Utility Services/Building - W.	425 000 534 Water Fund (dep	137.18	PW Power 12/2022
	534 80 47 01	Utility Services/Pumping	425 000 534 Water Fund (dep	5,561.83	PW Wells #9, Golf Course Tank & Weathervane Booster 12/2022
	535 10 47 00	Utility Services/Building - Se	430 000 535 Sewer Fund (dep	137.17	PW Power 12/2022
	535 80 47 01	Utility Services/Pumping	430 000 535 Sewer Fund (dep	1,772.53	Pumps/LS Power 12/2022
	542 30 47 02	Electricity & Gas/Bldg - Stre	101 000 542 City Street Fund	137.18	PW Power 12/2022
	542 30 47 03	Electricity/Traffic Lights	101 000 542 City Street Fund	110.72	Traffic Control 12/2022
	542 63 47 00	Electricity/Street Lights	101 000 542 City Street Fund	1,204.47	Street Lights 12/2022
	548 65 47 00	Utility Services/Building - Sh	501 000 548 Equipment Rent	110.95	F&E Garage Power 12/2022
	576 20 47 00	Public Utility Services - Pool	001 000 576 General Fund	2,134.28	Pool/Bathhouse Power 12/2022
	576 80 47 00	Public Utility Services - Park:	001 000 576 General Fund	1,530.38	Parks Power - 12/2022
28671	01/11/2023	01/24/2023	3191 Tapco Credit Union	2,657.82	P#64 Membership Card Maker & Cards for Rec Center
	594 76 62 03	Buildings & Structures - PBC	301 000 594 Park Bond Capit	2,657.82	P#64 Membership Card Maker & Cards for Rec Center
28753	01/17/2023	01/24/2023	10212 Triple Impact Coaching LLC	3,710.00	Basketball Clinic - Wednesday Workouts - Nov 2022
	571 20 49 06	Instructor Fees	001 000 571 General Fund	3,710.00	Basketball Clinic - Wednesday Workouts - Nov 2022
28666	01/11/2023	01/24/2023	6278 Tucker, Ben	33.50	Library Reimbursment - 1/2 Year
	572 21 49 00	Library Services	001 000 572 General Fund	33.50	Library Reimbursement - 1/2 Year
28688	01/11/2023	01/24/2023	4162 Tursi, Jane	67.00	Library Reimbursement - 1 Year
	572 21 49 00	Library Services	001 000 572 General Fund	67.00	Library Reimbursement - 1 Year
28764	01/18/2023	01/24/2023	8484 US Bank, Recreation Dept Account	769.32	P-Card Charges thru 1/15/23
	571 10 31 02	Senior Program Supplies	001 000 571 General Fund	66.43	Senior Morning Supplies
	573 90 49 01	Community Events	001 000 573 General Fund	452.01	Supplies for Community Events
	594 76 62 03	Buildings & Structures - PBC	301 000 594 Park Bond Capit	250.88	Storage Supplies, P#64 Container Rental 01/2023
28768	01/19/2023	01/24/2023	8873 Uni Selfie	552.50	Daddy Daughter Dance - Selfie Station
	573 90 49 01	Community Events	001 000 573 General Fund	552.50	Daddy Daughter Dance - Selfie Station
28740	01/17/2023	01/24/2023	4179 Unum Life Insurance Company of America	56.90	Retired Benefits - Jan 2023

ACCOUNTS PAYABLE

City Of Fircrest

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
521 22 20 02	LEOFF I Long Term Care Pre	001 000 521	General Fund	56.90	Retired Benefits - Jan 2023
28692	01/11/2023	01/24/2023	4180 Utilities Underground	27.17	Locates 12/2022
534 10 49 00	Miscellaneous - Water Admi	425 000 534	Water Fund (de	13.59	Locates 12/2022
535 10 49 00	Miscellaneous - Sewer Admi	430 000 535	Sewer Fund (de	13.58	Locates 12/2022
28732	01/17/2023	01/24/2023	4226 WA St Criminal Justice Training Comm.	95.00	Field Training Officer Academy - K Gollinger
521 22 49 02	Reg & Tuition - Police	001 000 521	General Fund	95.00	Field Training Officer Academy - K Gollinger
28643	01/03/2023	01/24/2023	4214 WFOA	75.00	2023 WFOA Membership - Ryan
514 23 49 03	Dues/Member/Subscription:	001 000 514	General Fund	75.00	2023 WFOA Membership - Ryan
28644	01/03/2023	01/24/2023	4214 WFOA	75.00	2023 WFOA Membership - Dunbar
514 23 49 03	Dues/Member/Subscription:	001 000 514	General Fund	75.00	2023 WFOA Membership - Dunbar
28650	01/03/2023	01/24/2023	4214 WFOA	75.00	2023 WFOA Membership - Chambers
514 23 49 03	Dues/Member/Subscription:	001 000 514	General Fund	75.00	2023 WFOA Membership - Chambers
28708	01/17/2023	01/24/2023	4214 WFOA	75.00	2023 WFOA Membership - Corcoran
514 23 49 03	Dues/Member/Subscription:	001 000 514	General Fund	75.00	2023 WFOA Membership - Corcoran
Total WFOA				300.00	
28673	01/11/2023	01/24/2023	6884 WPTA	50.00	2023 WPTA Membership - Ryan
514 23 49 03	Dues/Member/Subscription:	001 000 514	General Fund	50.00	2023 WPTA Membership - Ryan
28674	01/11/2023	01/24/2023	6884 WPTA	50.00	2023 WPTA Membership - Chambers
514 23 49 03	Dues/Member/Subscription:	001 000 514	General Fund	50.00	2023 WPTA Membership - Chambers
28675	01/11/2023	01/24/2023	6884 WPTA	50.00	2023 WPTA Membership - Dunbar
514 23 49 03	Dues/Member/Subscription:	001 000 514	General Fund	50.00	2023 WPTA Membership - Dunbar
28709	01/17/2023	01/24/2023	6884 WPTA	50.00	2023 WPTA Membership - Corcoran
514 23 49 03	Dues/Member/Subscription:	001 000 514	General Fund	50.00	2023 WPTA Membership - Corcoran
Total WPTA				200.00	
28717	01/17/2023	01/24/2023	4231 Water Mgmt Labs Inc	161.00	Coliform Testing - 12/2022

ACCOUNTS PAYABLE

City Of Fircrest

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Accts

Pay #	Received	Date Due	Vendor	Amount	Memo
534 80 41 00	Water Testing		425 000 534 Water Fund (de	161.00	Coliform Testing - 12/2022
28744	01/17/2023	01/24/2023	5286 Winsupply	138.47	De-Icer Repair Parts
548 65 48 12	O & M - Street		501 000 548 Equipment Rent	138.47	De-Icer Repair Parts
28687	01/11/2023	01/24/2023	5851 Yasenak*, Patrick	67.00	Library Reimbursement - 1 Year
572 21 49 00	Library Services		001 000 572 General Fund	67.00	Library Reimbursement - 1 Year

Report Total: 156,294.71

Fund

001 General Fund	116,136.46
101 City Street Fund	4,338.58
301 Park Bond Capital Fund	2,908.70
415 Storm Drain	2,065.00
425 Water Fund (department)	16,329.31
430 Sewer Fund (department)	9,208.98
432 Sewer Improvement Fund	4,930.00
501 Equipment Rental Fund	377.68

This report has been reviewed by:

REMARKS:

Signature & Title

Date



NOTICE OF LIQUOR LICENSE APPLICATION

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

License Division - P.O. Box 43098
Olympia, WA 98504-3098
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: <http://lcb.wa.gov>

TO: CITY MANAGER

RETURN TO: localauthority@sp.lcb.wa.gov

DATE: 12/30/22

RE: APPLICATION IN LIEU OF CURRENT PRIVILEGE

UBI: 604-550-598-001-0002

APPLICANTS:

License: 423427 - 2I County: 27

Tradename: SAMMY'S PIZZA

MIDTOWNE PARTNERS LLC

Loc Addr: 1039 REGENTS BLVD
FIRCREST WA 98466-6030

VETSCH, TODD
1964-08-26

Mail Addr: 37875 PALO VERDE DR
CATHEDRAL CITY CA 92234-7828

WIDMER, DAVID LEROY
1952-03-05

Phone No.: 310-749-9620 TODD VETSCH

Privileges Upon Approval:

SPIRITS/BR/WN REST LOUNGE +

As required by RCW 66.24.010(8), the Liquor and Cannabis Board is notifying you that the above has applied for a liquor license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you **need information on SSN, contact our CHRI desk at (360) 664-1724.**

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1. Do you approve of applicant? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you approve of location? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken? | <input type="checkbox"/> | <input type="checkbox"/> |
| (See WAC 314-09-010 for information about this process) | | |
| 4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based. | | |

DATE

SIGNATURE OF MAYOR,CITY MANAGER,COUNTY COMMISSIONERS OR DESIGNEE



115 RAMSDELL STREET • FIRCREST, WA 98466-6999 • (253) 564-8901 • www.cityoffircrest.net

January 10, 2023

RE: Sammy's Pizza Liquor License Application

UBI# 604-598-001

License # 423427

To whom it may concern,

The City received the enclosed Notice of Liquor License Application for Sammy's Pizza in the City of Fircrest.

The Notice indicated that Sammy's Pizza applied to change the current Liquor License designation. The proposed designation indicated that there would be a lounge on-site.

City staff asked for clarification about the proposed change and received the enclosed floor plan layout.

Per RCW 66.24.010(8) The City objects to the issuance of the proposed license change. Here is the statement of facts and reasoning for the objection.

Sammy's Pizza is located in the Neighborhood Commercial Zoning District.

Under Fircrest Municipal Code 22.46.007, subsection C, Prohibited Uses, lounges are prohibited.

"(c) Tavern, night club, sports entertainment facility or lounge as defined by the Washington State Liquor and Cannabis Board."

WAC 314-02-010, subsection 12, defines Lounge as *"Lounge" means the portion of a restaurant used primarily for the preparation, sale, and service of beer, wine, or spirits. Minors are not allowed in a lounge.*

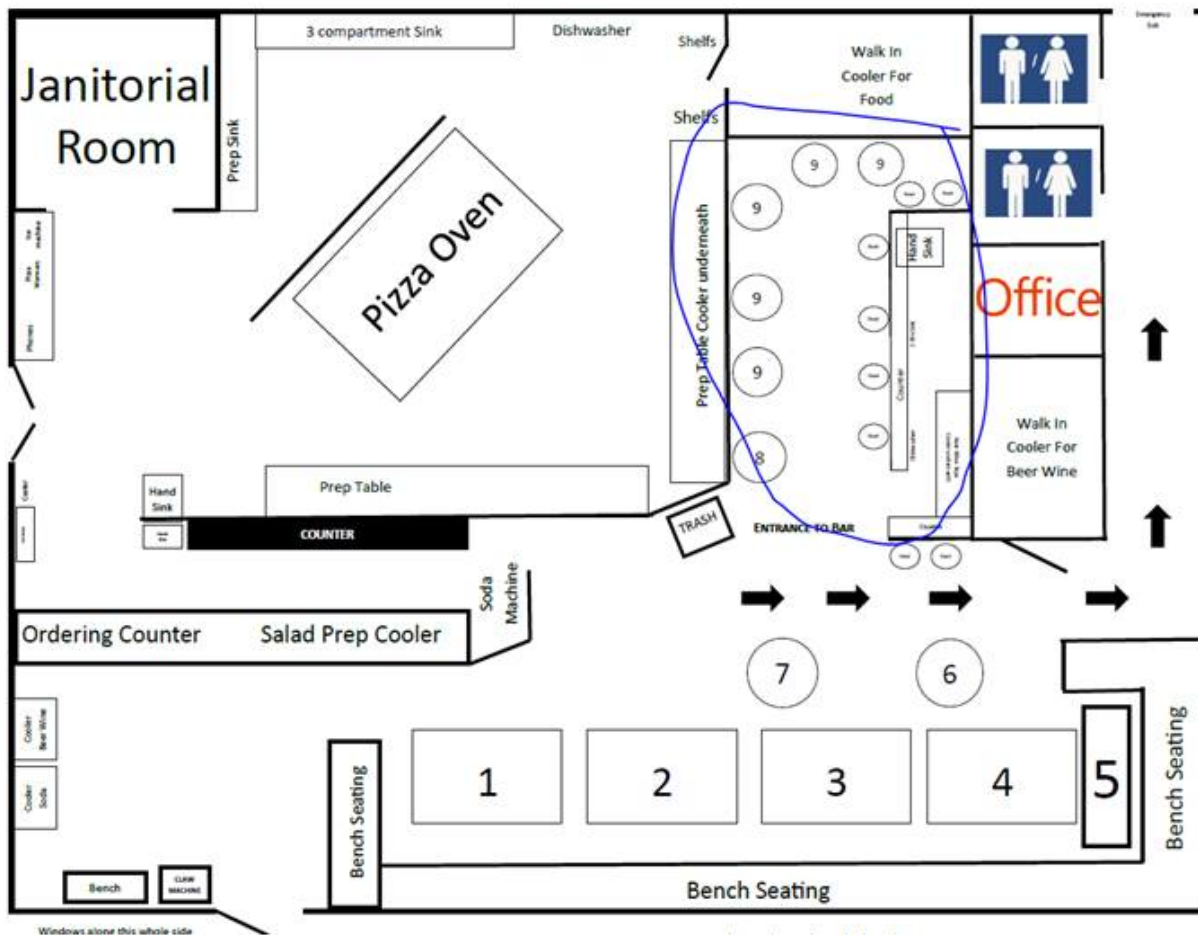
Based on the proposed floorplan layout, the definition of "Lounge," and that our zoning district expressly prohibits lounges, we respectfully object to the issuance of this application.

If the Board contemplates issuing a license we would like to request an adjudicative hearing.

Respectfully,

Colleen Corcoran, Interim City Manager

Brett L. Wittner, Mayor



01 02 03 04 05 06 07 08 09 10 11 12

CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

Mayor Brett L. Wittner called the regular meeting to order at 7:00 P.M. and led the Pledge of Allegiance. Councilmembers David M. Viafore, Shannon Reynolds, Joe Barrentine, Hunter T. George, Nikki Bufford, and Jim Andrews were present.

PRESIDING OFFICER’S REPORT

A. 2023 Liaison Assignments

Wittner read into the record the 2023 Council Liaison Assignments. They are as follows:

Administration- Councilmember Andrews

Public Safety & Court – Councilmember Viafore

Finance, IT, & Facilities – Councilmember Reynolds

Parks & Recreation – Councilmember Barrentine

Street, Water, Sewer, & Storm – Councilmember Bufford

Environment, Planning & Building – Councilmember George

CITY MANAGER COMMENTS

Acting Interim City Manager Westman provided an update on the City Manager and Police Chief recruitments. Westman requested Council feedback on the January 17, 2023 study session. Lastly, Westman briefed the Council on the Council Chambers upgrade and stated that the audio-visual equipment would arrive in mid-April 2023. There was Council consensus to hold a 2022 year-end work plan briefing at the January 17, 2023 study session.

DEPARTMENT HEAD COMMENTS

- Police Chief Cheesman reported that the Department of Emergency Management will host an emergency preparedness class on February 9, 2023. Lastly, the police department will be hosting Coffee with a Cop in February.

COUNCILMEMBER COMMENTS

- Viafore; no comment
- Reynolds; no comment
- Barrentine; no comment
- George; no comment
- Bufford commented that Monday, January 16, 2023, is Martin Luther King Jr. Day of Service and reported on conservation work party events scheduled.
- Andrews commented on Pierce County Prosecuting Attorney Mary Robnett’s letter to the state legislature. **Andrews MOVED to authorize the Mayor’s signature on Pierce County Prosecuting Attorney Mary Robnett’s letter to the state legislature; seconded by Viafore.** Wittner invited Councilmember comments. There were discussions held on the letter’s language, providing support, and using Fircrest statistics. Wittner invited public comment.
 - Vince Navarre, 1205 Del Monte Ave, expressed concern about legislative laws and their impacts.

Upon a roll call vote, **The Motion Passed (4-3) with Barrentine, Bufford, and George dissenting.**

- Wittner; no comment

PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA

Wittner invited public comment; none were provided.

COMMITTEE, COMMISSION, AND LIAISON REPORTS

A. Finance, IT, Facilities

Reynolds reported that the State Auditor's Office exit conference is scheduled for Thursday, January 12, 2023, and stated that there are openings for council members to participate.

CONSENT CALENDAR

Wittner requested the City Clerk read the Consent Calendar as follows: approval of Voucher No. 219007 through Voucher Check No. 219055 in the amount of \$120,935.87; approval of Voucher Check Nos. 219056 through Voucher Check No. 219066 in the amount of \$99,879.63; approval of Payroll Check Nos. 14222 through Payroll Check No. 14223 in the amount of \$8,724.59; approval of Payroll Check Nos. 14224 through Payroll Check No. 14229 in the amount of \$63,944.53; approval of Payroll electronic funds transfer in the amount of \$132,355.54; approval of December 19, 2022, Study Session Meeting Minutes; approval of the December 27, 2022, Regular Meeting; Setting the 2023 City Council Study Session meetings on January 17, February 21, March 14, April 17, May 15, June 20, July 17, August 21, September 18, October 16, November 20, and December 18 starting at 6:00 pm at City Hall; and Setting a joint meeting of the City Council and the Planning Commission on February 7, 2023, at 6:00 pm at City Hall. **George MOVED to approve the Consent Calendar as read; seconded by Bufford. The Motion Carried (7-0).**

PUBLIC HEARING

There was none scheduled.

UNFINISHED BUSINESS

There was none.

NEW BUSINESS

A. Resolution No. 1818: Approval of Tacoma Power's Energy Incentive Program Agreement

Acting Interim City Manager Westman briefed the Council on the proposed resolution and highlighted that the agreement will provide the City with an energy incentive payment for the new Roy H. Murphy Community Center. **George MOVED to adopt Resolution No. 1818, authorizing the Interim City Manager to execute an agreement with Tacoma Power for the Energy Incentive Program relating to the new Roy H. Murphy Community Center; seconded by Barrentine.** Wittner invited Councilmember comments. There was a discussion held on the previous City Manager's email and disabling the email address. Wittner invited public comment; none were provided. **The Motion Carried (7-0).**

CALL FOR FINAL COMMENTS

George commented on hosting a property tax exemption seminar from the Pierce County Assessors Office.

Reynolds commented on issues with her phone.

Bemis thanked his 2022 Liaison, Barrentine.

JANUARY 10, 2023 **FIRCREST CITY COUNCIL MEETING MINUTES – REGULAR 3**

Chambers reported that Right Systems installed access points at the Public Safety Building and stated that security measures need to be set.

EXECUTIVE SESSION

No Executive Session was scheduled.

ADJOURNMENT

Bufford MOVED to adjourn the meeting at 8:05 P.M., seconded by Barrentine. The Motion Carried (7-0).

Brett L. Wittner, Mayor

Jayne Westman, City Clerk

CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

Mayor Brett L. Wittner called the study session to order at 6:00 P.M. and led the pledge of allegiance. Councilmembers David M. Viafore, Shannon Reynolds, Hunter T. George, Nikki Bufford, and Jim Andrews were present. Councilmember Joe Barrentine was absent and excused.

AGENDA MODIFICATIONS

There were none.

2022 WORK PLAN STATUS UPDATE

Interim City Manager Corcoran provided a brief overview of the City's 2022 departmental work plans, including Fircrest Municipal Court, Planning & Building, Finance, Information Systems, Police, Parks & Recreation, and Public Works. Discussions included legal updates, the pool replacement fund, Newcold expansion, thermoplastic road markings, Council goals for the 2024 budget, and capital appropriations requests.

ADJOURNMENT

Bufford MOVED to adjourn the meeting at 7:15 P.M., seconded by George. The Motion Carried (6-0).

Brett L. Wittner, Mayor

Jayne Westman, City Clerk

FIRCREST CITY COUNCIL AGENDA SUMMARY

January 24, 2023

NEW BUSINESS: **Public Hearing for Solid Waste Rate Increase**
ITEM: 11A

FROM: **Colleen Corcoran, Interim City Manager**

RECOMMENDED MOTION: **No motion. Public Hearing Only**

PROPOSAL: The Council is being asked to approve the proposed ordinance setting new solid waste rates effective March 1, 2023.

FISCAL IMPACT: The changes included:

- 10.1% adjustment based on the June-to-June CPI-U
- Disposal rate increase of 2.87% from \$166.45 to \$171.23
- Commodity Fee decrease from 4.06% to 0.83%

ADVANTAGE: Updates FMC 6.08.130 to reflect the rate increases.

DISADVANTAGES: Garbage rate increase to Fircrest residents.

ALTERNATIVE: None. These costs are pursuant to contract and ordinance language and therefore, there are no alternatives.

HISTORY: The City has had a long-standing relationship with Westside Disposal for refuse services. The current contract commenced on June 1, 1998 and terminates May 31, 2030.

ATTACHMENTS: [Proposed Ordinance](#)
[Westside Disposal Letter](#)
[Pierce County Letter LRI Disposal Rate Letter](#)
[June-to June CPI](#)
[Rate Worksheet](#)

**CITY OF FIRCREST
ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AMENDING SECTION 1 OF
ORDINANCE NO. 1682 AND FIRCREST MUNICIPAL CODE
("FMC") 6.08.130 RELATING TO THE SCHEDULE OF RATES
AND CHARGES FOR SOLID WASTE COLLECTIONRIES;
PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN
EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Fircrest seeks to adopt new rates and charges for solid waste collectionaries; and

WHEREAS, the City Council of the City of Fircrest determined it is in the City's best interest to amend Section 1 of Ordinance No. 1682 and Fircrest Municipal Code (FMC) Section 6.08.130 regarding the schedule of rates and charges for solid waste collectionaries.

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

Section 1. Section 1 of Ordinance No. 1682 and FMC Section 6.08.130 are hereby amended to read as follows:

6.08.130 Schedule of rates and charges.

Changes shall be made in accordance with the following schedule, which is adopted as the schedule of rates and charges for solid waste collection, as billed on a monthly basis for weekly, or as otherwise specified, pickup. Rates are shown below without taxes. All taxes required to be paid by any state, federal or local law shall be in addition to the rates as set forth below. No other charges, fees, or taxes will be charged to the customer or the City. Taxes shall be listed separately on billing statement and shall be applied to all rates. It shall be understood that the rates without taxes shall be shown on billing statement and that some rounding may occur when taxes are added.

		<u>Monthly Rate</u>	
		<u>Commodity</u>	
<u>Type of Service</u>	<u>Pickup Frequency</u>	<u>Charge</u>	<u>Base Rate</u>
Garbage totter rates below include up to 3 Yard Waste and 1 Recycling totters.			
12 gal. Garbage Toter, curb	Weekly	0.17	20.94

1	24 gal. Garbage Toter, curb	Every-other week	0.16	19.44
	24 gal. Garbage Toter, curb	Weekly	0.25	30.52
2	48 gal. Garbage Toter, curb	Every-other week	0.23	27.97
	48 gal. Garbage Toter, curb	Weekly	0.35	42.20
3	64 gal. Garbage Toter , curb	Every-other week	0.29	35.00
4	64 gal. Garbage Toter,curb	Weekly	0.41	49.52
5	96 gal. Garbage Toter,curb	Weekly	0.54	64.63
6	<u>Off Curb Recycling Toter per unit (does not apply to accounts charged for Multi-family Recycling)</u>			
			0.15	17.42
7	<u>Off-curb Garbage Charge (add to toter rate above) per toter</u>			
8	Up to 50' off-curb		0.08	9.95
	Up to 100' off-curb		0.12	14.17
9	Over 100' off-curb		0.17	19.85
10	32 gallon Occasional Extra Garbage			
11	Tags:		0.08	9.11
12	Yard Waste Toter, 64 or 96 gal., per unit		0.04	5.37
13	Late Payment Fee Minimum		0.05	5.45
14	Customer stop and restart fee:		0.13	16.18
15	Toter redelivery fee		0.13	16.18
16	Return trip charge:		0.13	16.18
17	<u>Special pickups (requiring a special trip), per pickup</u>			
18	<u>applies only to every-other week customers</u>			
19	12 gal. garbage toter		0.15	19.39
20	24 gal. garbage toter		0.17	20.40
21	48 gal. garbage toter		0.20	24.21
22	64 gal. garbage toter		0.25	30.46
	96 gal. garbage toter		0.33	39.76
23	64 & 96 gal. yard waste toter		0.16	19.40
24	<u>Extra on-route, off-week pickups (not requiring a special trip), per pickup</u>			
25	<u>applies only to every-other week customers</u>			
26	24 gallon garbage toter		0.05	5.77
	48 gallon garbage toter		0.09	10.86
27	64 gallon garbage toter		0.12	14.46

Commercial Containers Service

Multiply rate X number of pickups per week

1 cubic yard	Weekly	1.02	122.18
1.5 cubic yard	Weekly	1.36	163.31
2 cubic yard	Weekly	1.69	202.55
3 cubic yard	Weekly	2.55	306.57
4 cubic yard	Weekly	3.15	377.48
6 cubic yard	Weekly	4.76	570.96

Special, Occasional and Return trip Pickups, per pickup

1 cubic yard	0.31	36.99
1.5 cubic yard	0.39	47.20
2 cubic yard	0.48	57.64
3 cubic yard	0.66	78.84
4 cubic yard	0.83	99.42
6 cubic yard	1.17	140.07

Multi-family recycling charge, per unit:

0.06 7.19

Special Collection Services

Truck & driver - per hour

1.07 127.82

Each additional man:

0.46 54.98

Section 2. Corrections. The City Clerk and codifiers of the ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 3. Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such invalidity shall not affect the validity or effectiveness of the remaining portions of this ordinance.

Section 4. Summary, Publication, and Effective Date. This Ordinance or a summary thereof consisting of the title, shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after its adoption and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this 14th day of February 2023.

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APPROVED:

Brett Wittner, Mayor

ATTEST:

Jayne Westman, City Clerk

APPROVED AS TO FORM:



City Attorney



Colleen Corcoran, Interim City Manager
City of Fircrest
115 Ramsdell St.
Fircrest WA 98466

December 8, 2022

Re: Annual Rate Adjustment, effective 3-1-23

Ms. Corcoran-

Enclosed you will find documentation regarding our request for the annual rate adjustment. The adjustment is made up of three parts:

- **Disposal Tip Fee** charged to us by LRI, will be going from the current \$166.45 to \$171.23 per ton, an increase of \$4.78 per ton or 2.87%. This increase becomes effective March 1, 2023.
- **CPI adjustment** as allowed in Section 35.A. in our contract is based on the June - June CPI-U. The contract requires that the prior year disposal fee component amount be subtracted first, the remaining amount is then multiplied times 1 plus the CPI percent change June – June.
The CPI percent change this year is 10.1%.
- **Recycling Commodities Surcharge** decrease from 4.06% to 0.83%

Rate Examples (taxes not included):

Garbage Service Level	Pickup Frequency	Current Rate 3-1-22	Proposed Rate 3-1-23	Adjustment Amount	Adjustment Percent	Recy. Comm. Surcharge 0.83%
12 gal garbage cart	1 x per week	\$19.31	\$20.94	\$1.63	8.5%	\$0.17
24 gal garbage cart	Every other week	\$17.94	\$19.44	\$1.51	8.4%	\$0.16
64 gal garbage cart	Every other week	\$32.40	\$35.00	\$2.59	8.0%	\$0.29
1 yd container	1 x per week	\$114.14	122.18	\$8.04	7.0%	\$1.02

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

Sincerely,

Michael Gruener
Asst. General Manager
Westside Disposal

PROPOSED RATES BY COMPONENT

Pursuant to the Agreement, the Department has calculated the following changes to solid waste tipping fees for the period March 1, 2023 to February 28, 2024:

Components	Effective Until 2/28/23	Effective Starting 3/1/23	Change
Component A – Transfer Facilities, Recycling, and Transportation	\$52.34	\$56.84	\$4.50
Component B – County Diversion Program	\$31.72	\$25.27	(\$6.46)
Component C – Disposal Services	\$65.89	\$71.87	\$5.98
Component D – Community Solid Waste Reduction and Support Programs	\$1.37	\$3.60	\$2.23
County Administrative Cost Component	\$15.13	\$13.65	(\$1.48)
System Base Rate (expressed on a dollars per ton basis)	\$166.45	\$171.23	\$4.78
Percentage Increase			2.87%

Components Explained

Pierce County Recycling, Composting and Disposal LLC d/b/a/ LRI (LRI) retains revenue from three components to operate the regional solid waste handling, disposal, and composting system.

Component A relates to the operation of solid waste transfer stations and recycling facilities; and costs to move waste from remote transfer stations to the LRI Landfill.

Component B is a charge on all solid waste disposal customers that subsidizes LRI's offering of free yard waste composting to residents and businesses under one ton. Starting in January 2021 loads over one ton were charged a fee set by LRI. These services occur at a County-owned/Company-operated composting facility near Gig Harbor, at Company-owned/operated composting facilities on South Hill and in Thurston County, and as needed, at third party-facilities located outside Pierce County.

Component C funds the disposal of waste in the LRI Landfill.

Component D costs are those deemed by the County as "Solid Waste Reduction and Support Programs." LRI retains all this revenue with the review and concurrence of Pierce County. For 2023-2024, these include three items:

- Acceptance of debit and credit cards for payment at the transfer stations. (The Agreement allows LRI to recoup costs imposed by the banks and credit processing companies.)
- The pre-purchase of 2,000 tons of disposal capacity used primarily by the Planning and Public Works Department for the disposal of roadside litter.
- Capital projects - The Prairie Ridge and Purdy projects are making improvements

to County-owned facilities.

The County Administrative Cost Component is the portion of rates returned to the Planning and Public Works Department to fund Waste Reduction & Recycling, Environmental Education, and Code Enforcement programs, and to pay an “in-lieu-of-permit” fee to the Tacoma-Pierce County Health Department.

CONSUMER PRICE INDEXES PACIFIC CITIES AND U. S. CITY AVERAGE JUNE 2022

(All items indexes. 1982-84=100 unless otherwise noted. Not seasonally adjusted.)

MONTHLY DATA	All Urban Consumers (CPI-U)						Urban Wage Earners and Clerical Workers (CPI-W)					
	Indexes			Percent Change			Indexes			Percent Change		
				Year ending		1 Month ending				Year ending		1 Month ending
	Jun 2021	May 2022	Jun 2022	May 2022	Jun 2022	Jun 2022	Jun 2021	May 2022	Jun 2022	May 2022	Jun 2022	Jun 2022
U. S. City Average.....	271.696	292.296	296.311	8.6	9.1	1.4	266.412	288.022	292.542	9.3	9.8	1.6
West.....	288.263	309.645	313.496	8.3	8.8	1.2	281.156	303.091	307.063	8.8	9.2	1.3
West – Size Class A ¹	296.099	318.204	322.591	8.3	8.9	1.4	287.244	309.644	314.046	8.6	9.3	1.4
West – Size Class B/C ²	168.425	180.810	182.790	8.4	8.5	1.1	169.071	182.269	184.457	9.0	9.1	1.2
Mountain ³	112.731	122.454	123.933	9.4	9.9	1.2	113.667	123.826	125.518	9.8	10.4	1.4
Pacific ³	111.751	119.543	121.046	8.0	8.3	1.3	112.598	120.960	122.522	8.5	8.8	1.3
Los Angeles-Long Beach-Anaheim, CA.....	289.218	310.649	314.072	8.0	8.6	1.1	280.687	301.960	305.577	8.2	8.9	1.2
BI-MONTHLY DATA (Published for odd months)	Indexes			Percent Change			Indexes			Percent Change		
				Year ending		2 Months ending				Year ending		2 Months ending
	May 2021	Mar 2022	May 2022	Mar 2022	May 2022	May 2022	May 2021	Mar 2022	May 2022	Mar 2022	May 2022	May 2022
Riverside-San Bernardino-Ontario, CA ³	113.222	122.127	123.893	10.0	9.4	1.4	113.749	122.861	124.853	9.9	9.8	1.6
San Diego-Carlsbad, CA.....	317.141	339.852	343.502	7.9	8.3	1.1	300.413	324.430	327.997	8.8	9.2	1.1
Urban Hawaii.....	296.559	312.158	317.207	7.5	7.0	1.6	294.433	309.323	314.884	7.3	6.9	1.8
BI-MONTHLY DATA (Published for even months)	Indexes			Percent Change			Indexes			Percent Change		
				Year ending		2 Months ending				Year ending		2 Months ending
	Jun 2021	Apr 2022	Jun 2022	Apr 2022	Jun 2022	Jun 2022	Jun 2021	Apr 2022	Jun 2022	Apr 2022	Jun 2022	Jun 2022
Phoenix-Mesa-Scottsdale, AZ ⁴	153.672	167.396	172.643	11.0	12.3	3.1	152.744	167.209	172.827	11.5	13.1	3.4
San Francisco-Oakland-Hayward, CA.....	309.497	324.878	330.539	5.0	6.8	1.7	304.971	322.021	328.137	6.5	7.6	1.9
Seattle-Tacoma-Bellevue, WA.....	296.573	316.525	326.656	9.1	10.1	3.2	293.607	310.928	321.626	8.5	9.5	3.4
Urban Alaska.....	239.296	251.041	268.916	7.5	12.4	7.1	237.705	251.441	265.859	7.7	11.8	5.7

1 Population over 2,500,000 2 Population 2,500,000 and under, Dec 1996 = 100 3 Dec 2017=100 4 Dec 2001=100

NOTE: In January 2018, BLS introduced a new geographic area sample for the Consumer Price Index (CPI): www.bls.gov/regions/west/factsheet/2018cpirevisionwest.pdf

1967=100 base year indexes and tables with semiannual and annual average data are available at: www.bls.gov/regions/west/factsheet/consumer-price-index-data-tables.htm

Release date July 13, 2022. The next release date is scheduled for August 10, 2022. For questions, please contact us at BLSinfoSF@bls.gov or (415) 625-2270.

FIRCREST CITY COUNCIL AGENDA SUMMARY

DATE: January 24, 2023

ITEM: 13A

SUBJECT: Comprehensive Plan Periodic Update Consultant Agreement

FROM: Jayne Westman, Administrative Services Director

RECOMMENDED MOTION: I move to adopt Resolution No. _____ authorizing the City Manager to execute a Professional Services Agreement with BHC Consultants, LLC to assist with the periodic Comprehensive Plan and Development Regulations update required by the Growth Management Act.

PROPOSAL:

Council is being asked to authorize the City Manager to execute a Professional Services Agreement with BHC Consultants, LLC (“BHC”) to provide Comprehensive Plan Periodic Update services for the Planning & Building Department.

FISCAL IMPACT:

The City was allocated \$125,000 in grant funds over two years. The 2023 budget has allocated \$62,500 for services.

ADVANTAGES:

The advantage of using BHC to assist with the required Comprehensive Plan Update is that their firm has a robust, knowledgeable staff that will produce a quality product with assistance from City staff and Principal Planner Boers.

DISADVANTAGES:

The disadvantages are minimal. We received grant funds to offset the cost of the proposed services. BHC’s proposal and scope fall within the \$125,000 that the City was allocated.

ALTERNATIVES:

The alternative is to reject the BHC proposal and repost the RFP to solicit additional proposals.

HISTORY:

Every eight years, as required by the GMA, cities are required to update their Comprehensive Plan. Fircrest's last major update was conducted in 2016. The process of this update is expected to take about two years to complete. We posted an RFQ to solicit bids to contract with a planning

firm to assist with the periodic update. BHC, LLC, was the only proposal we received. Principal Planner Boers will assist with the update, but he does not intend to take the lead role.

Attachment: [Resolution](#)
[Professional Services Agreement](#)
[Scope of Work](#)
[RFP Submittal](#)

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE CITY MANAGER
TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH
BHC CONSULTANTS, LLC TO ASSIST WITH THE PERIODIC
COMPREHENSIVE PLAN AND DEVELOPMENT REGULATIONS
UPDATE REQUIRED BY THE GROWTH MANAGEMENT ACT.**

WHEREAS, the City of Fircrest needs professional planning services to assist the
City with the required Comprehensive Plan Update, and

WHEREAS, the City of Fircrest has budgeted funds for these services in the 2023
annual budget; and

WHEREAS, BHC Consultants, LLC has the required certifications and skills to
perform the duties that are required;

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

Section 1. The City Manager is hereby authorized and directed to execute a
professional services agreement with BHC Consultants, LLC for providing
professional planning services to assist with the required Comprehensive Plan Update.

APPROVED AND ADOPTED this 24th day of January 2023 at a regular meeting of
the City Council of the City of Fircrest.

APPROVED:

Brett L. Wittner, Mayor

ATTEST:

Jayne Westman, City Clerk

APPROVED AS TO FORM:



City Attorney

**AGREEMENT FOR PROFESSIONAL PLANNING SERVICES FOR
THE 2024 COMPREHENSIVE PLAN PERIODIC UPDATE**

THIS AGREEMENT is entered into between the City of Fircrest, Washington, hereinafter referred to as the "City" and BHC Consultants, LLC, hereinafter referred to as "Contractor" in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **PROJECT DESIGNATION:** The Contractor is retained by the City to provide professional long-range planning services for the 2024 periodic update of the Fircrest Comprehensive Plan and associated development regulations.
2. **SCOPE OF WORK:** Contractor agrees to perform the services including the provision of all labor, materials, equipment, and supplies as identified in Exhibit 'A' City of Fircrest Comprehensive Plan Update, Scope of Work.
3. **ASSIGNMENT:** The Contractor shall not sublet or assign any other of the services covered by this Agreement without the express written consent of the City. The City gives the Contractor consent to use with Transpo Group, Inc. as a subconsultant for a portion the transportation related tasks found in the Scope of Work.
4. **NON-WAIVER:** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provisions.
5. **TERM OF AGREEMENT:** Notwithstanding, the date of execution hereof, this Agreement shall be in effect from January 25, 2023 through December 31, 2025, and may extended upon mutual agreement of the parties.
6. **PAYMENT:** Upon receipt of an invoice from the Contractor, progress payments may be made on a monthly basis for work completed. Each invoice shall itemize by task and date the work was performed. The total cost for services shall not exceed \$115,000, which includes any applicable sales tax.
7. **PERFORMANCE:** The City reserves the right to withhold a part or all of the monthly payments if, in the judgment of the City, the Contractor has not performed or has unsatisfactorily performed any of the maintenance services set forth in this Agreement; provided, that the City shall promptly notify the Contractor in writing of the specific items of non-performance or unsatisfactory performance. Furthermore, any such payments withheld shall reasonably relate to the estimated value of the work not performed.
8. **LIABILITY AND INSURANCE:** With the exception of the sole negligence of the City of Fircrest or its employees or officials the Contractor agrees to hold harmless and indemnify the City of Fircrest and city employees and officials from all negligent work pursuant to this Agreement. Contractor will obtain and maintain in force at least the following minimum insurance coverage covering all activity under this Agreement, and as to which the City shall be named as primary non-contributory additional insured:

a. Workman's Compensation Coverage	Statutory
b. General Liability	\$1,000,000/\$2,000,000 aggregate
c. Auto Liability	\$1,000,000

An insurance certificate showing the foregoing will be submitted to the City for approval before work commences.

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

9. COMPLIANCE WITH LAWS: The Contractor shall be duly licensed and shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments. A City of Fircrest business license is required.
10. TERMINATION: If the Contractor violates any of the covenants undertaken herein, or any of the duties imposed upon it by the Agreement, this Agreement may be terminated by the City immediately with cause. Either party may terminate this Agreement without cause upon thirty (30) days' written notice, served to the other party by certified mail. In such case, Contractor shall be compensated by the City for all work performed to the date of termination.
11. VENUE STIPULATION: This Agreement has been and shall be considered as having been made and delivered within the State of Washington both as to interpretation and performance. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement, or any of the provisions contained therein, shall be instituted and maintained only in Pierce County Superior Court, Tacoma, Washington.
12. STATUS OF CONTRACTOR: Neither the Contractor nor personnel employed by the Contractor shall acquire any rights or status in City employment, nor shall they be deemed employees or agents of the City for any purpose. Contractor is required to employ a qualified Supervisor acceptable to the City. Contractor shall be deemed an independent Contractor and shall be responsible in full for payment of its employees, including worker's compensation, insurance, payroll deductions, and all related costs.
13. COMPLIANCE WITH CITY POLICY: The Contractor shall comply with approved City policies concerning the administration of City-owned property, and the provisions of the policy shall have the same force and effect as provisions of this Agreement to the extent not inconsistent herewith.
14. DAMAGE BY VANDALISM OR ACTS OF GOD: It is understood and agreed that the Contractor shall not be responsible or required to repair, at the sole cost and expense of the Contractor, any major damage or destruction caused by acts of vandalism or acts of GOD and did not result from the negligent acts or omissions of the Contractor or the Contractor's agents.
15. EXTRA WORK AND CHANGE ORDERS: Work in addition to, or different from that provided for in the scope of work section shall only be allowed by prior authorization in writing and signed by

the City Manager, as a modification to this Agreement. Such modification shall be attached hereto and made a part hereof.

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

DATED this 25th day of January , 2023

CITY OF FIRCREST

CONTRACTOR...

By: _____
City Manager

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

By: _____
City Attorney

City of Fircrest Comprehensive Plan Update

I. Scope of Work

Overall Scope: Provide professional planning services necessary to complete the tasks outlined in the City's request for proposals, titled "revised Request for Proposals – Periodic review and Update of Comprehensive Plan and Development Regulations," which was due December 16, 2022. Consistent with BHC Consultants, LLC (BHC) Proposal, our work will be divided into tasks, as described in detail below. BHC will be the prime consultant for this project, while some work will be completed by subconsultant Transpo Group.

Task 1 - Project Management and Team Coordination

Work Tasks

1.1. Project Coordination over the Life of the Project.

- Check-In Calls with BHC, twice monthly
 - Date and time to be determined.
 - Includes preparation of an agenda and facilitation of check-in meetings and note-taking.
- Workflow Coordination and Quality Control
 - Project management of consultant team; tracking deliverable deadlines; reviewing work prior to submittal to the client.
 - Internal meetings between Prime and Subs
- Monthly Invoicing and Project Status Reporting.
 - Prepare invoices for fees and expenses and provide reporting on overall budget status, including current project billings, total project billings, and remaining project budget.

1.2. Project Start-Up.

- Virtual Kick-Off Briefing Session with Staff (March 2023).
 - Attend a virtual meeting with City staff (list to be defined in coordination with City staff)
 - Prepare a DRAFT of the project schedule to discuss with staff in this meeting
- Complete a Department of Commerce checklist including review of the Comprehensive Plan and Development Regulations
- Complete analysis of the County's Countywide Planning Policies and relevant PSRC accreditation checklist for Transportation.
- Prepare a schedule in coordination with staff. Schedule to include:
 - Public outreach plan schedule
 - Deliverable deadlines
 - Council and Commission briefings & Involvement
 - Research and drafting phase
 - Document template, compilation, and review
 - Commerce Notifications and PRSC Certification
 - SEPA
 - Adoption procedures

Deliverables

- Kick-Off Meeting with Staff in the first quarter of 2023.
- Completed Department of Commerce and PSRC Checklist(s)
- Gaps analysis with Countywide Planning Policies
- Work plan and calendar.

Assumptions

- Project timeline includes work from February 2023 through December 2024
- Meetings between BHC, City Staff, and sub will be held virtually unless otherwise noted.

Task 2 –Visioning and Public Outreach

Work Tasks

2.1. Public Outreach Plan

- Develop a detailed schedule of all engagement activities, list of events, and intended outcomes with City Staff.
- Identify key stakeholder groups, including but not limited to:
 - Stakeholders who have not been able to participate in community outreach in the past;
 - Organized stakeholders who will want early and continuous involvement;
 - Stakeholders who may have a particular interest in focused topics contained within the Comprehensive Plan.

2.2. Community Visioning Exercises and Outreach Events

- In-person kick-off presentation with BHC at a Planning Commission Meeting in the first quarter of 2023
- One visioning event with key stakeholders, including city staff, members of the public, and/or members of the Council, to be determined with staff.
- Three public open houses or public workshop events on Comp Plan topic areas. Visioning exercises could be included in earlier events, with later events focusing more on topic areas such as Housing, Land Use, or other topics of high community interest. Topics to be determined jointly with staff. Workshops facilitated by consultant team with assistance from City Staff.

OR

Three topical presentations to the Planning Commission, as directed by staff (schedule and topics to be determined, within budget allowances).

Deliverables

- Public Outreach Plan: memo
- Presentation and Memo to Planning Commission
- Outreach materials, and presence at outreach events, as appropriate.
- Updated and vetted community Vision Statement

Assumptions

- City Staff is available to assist with some of the outreach coordination and attendance
- City staff will help secure meeting venues and invite the public to attend events
- Some topic meetings may be held virtually to save on costs or if public health conditions require it

Exhibit A

- City Staff will provide public noticing of events and coordinate locations or rentals
- City staff will keep Planning Commission and City Council briefed on progress throughout the project

Task 3 – Draft Comprehensive Plan Chapters

Work Tasks

Consultant-Led Chapter Updates:

3.1 Chapters 1 and 2 Introduction, Community Character

- Update Chapters based on existing conditions report and community visioning.
- Existing Conditions Report
 - Collect data from Pierce County for the City boundary as well as for the City's assigned UGA and potential annexation areas.
 - Develop a demographic profile, market profile, and baseline fiscal analysis including:
 - Population characteristics (age, people living with disabilities or other special or health needs)
 - Household size, composition, and income
 - Educational attainment
 - Employment and Employment Income
 - Travel to Work
 - Assess climate vulnerabilities and opportunities for resilience

3.2 Chapter 3 Land Use Chapter and Land Capacity Analysis

- Perform Land Capacity Analysis to identify whether land use designations can accommodate expected growth in the planning time horizon.
- Incorporate community feedback and visioning into land use policies
- Review and update existing policies as necessary
- GIS mapping services, if needed, to update Future Land Use Map

3.3 Chapter 4: Housing

- Incorporate findings from housing needs assessment,
- Update housing goals and policies, consistent with State RCWs and reflective of community vision and needs
- Add graphics to identify various housing options.

3.4 Chapter 5: Transportation

- Collect and analyze updated traffic and safety data
- Prepare travel forecasts
- Assess multimodal needs
- Refine the long-term transportation capital project list

Exhibit A

- Audit existing transportation goals and policies, and ensure consistency with PSRC and Department of Commerce requirements
- Review and update existing policies as necessary.

3.5 Chapter 6: Parks and Recreation

- Review the existing PROS plan to determine whether any minor updates are needed to the parks inventory or facilities analysis or levels of service
- Update the goals and policies in the comprehensive plan element to guide a future update to the PROS plan, as needed, and to ensure compliance with Department of Commerce requirements.
- This update will not include providing cost estimates for any parks-related capital facilities identified, but the consultant team will work with City staff to integrate any available cost estimates into the Capital Facilities element.

3.4 Chapter 6 Capital Facilities

- Update to include a current 6-year capital facilities plan that supports the expenditures required for the chosen land use scenarios envisioned by the comprehensive plan.
- Confirm appropriate levels of service, assess deficiencies, and plan for needed repairs, upgrades, or new projects.
- Review existing goals and policies to ensure the element is consistent with Department of Commerce and PSRC requirements.

3.5 Chapter 7 Utilities

- Update to reflect any changes in growth forecasting used in the Land Use element
- Work with the City and local utility providers to understand available capacity and whether any gaps exist in capacity, given growth projections.
- Review and update goals and policies, as needed.

3.6 Chapter 8 Natural Environment and Climate Resilience

- Assessment of the City's adopted Critical Areas ordinance, flood hazard ordinance, and shoreline master program to see whether policies have been met.
- Identify policies no longer needed or supported by community vision
- Analyze element for consistency with recently adopted county, state, and federal policies to identify any new or revised policy needs.
- Audit likely threats and vulnerabilities due to climate change, as identified in Climate Vulnerability and assess the need (if any) for new goals and policies to be integrated into the Natural Environment Element
- Review and update policies as necessary to remain consistent with Department of Commerce guidance

Deliverables

- Existing Conditions Report and Summary of Resource Documents

Exhibit A

- Policy Gap Analysis, including GMA Comp Plan Update Checklist, PSRC Checklist
- Updated Comprehensive Plan Document Format
- Internal Staff review Drafts of Comprehensive Plan (consultant-led chapters) Chapters
- Public Review Draft of Complete Comprehensive Plan

Assumptions

- City to provide existing GIS layers for mapping needs

Task 4 – Environmental Review, Adoption, and Implementation

Work Tasks

4.1 Assessment of required Environmental Review

- Assessment of what level of environmental review will be needed based on the extent of proposed changes to land use designations and zoning designations considered in the Comprehensive Plan.

4.2 (Optional) Preparation of a SEPA Checklist and threshold determination

- Assuming an Environmental EIS (EIS) is not needed: preparation of an Environmental Checklist prior to determination of a determination of non-significance (DNS) or a mitigated determination of non-significance (MDNS).

Deliverables

- SEPA Environmental Checklist
- Threshold determination for the City to publish and distribute

Assumptions

- If an EIS is needed, BHC will advise the City on how to obtain outside consultant services

Task 5 – Identify Development Regulations for Revisions and Updates

Work Tasks

5.1 Land Use regulations audit

- Audit of the City's Municipal code, Titles 22 and 23 to identify any existing standards out of compliance with the GMA or Comprehensive Plan policies.
- Preparation of a memo that prioritizes these findings and proposes redlines so the City may phase future updates to development regulations as necessary.

Deliverables

- Land Use Regulations Memo: Future Updates and Redlines.

Assumptions

- City staff will assist with the prioritization of development regulations updates and assist with review and adoption of development regulation changes, if timing diverts from the Comprehensive Plan adoption schedule.

Task 6 – Adoption Assistance

Work Tasks

6.1 Public Hearings

- Attendance and presentation at up to four Public Hearings related to the recommendation or adoption of the Comprehensive Plan. This can be with the Planning Commission or City Council, based on staff direction.

Deliverables

- Final Adoption Draft of Comprehensive Plan
- Prepared presentation for public hearings

Assumptions

- Does not include Consultant attendance at additional hearings or appeals proceedings
- Does not include the preparation of final adoption ordinances or final staff report.

II. Tasks Not Included in this Scope

Based on our understanding of the scope of this project, we anticipate there may be additional technical analysis or policy development not identified in the City's RFP or the consultant team's Proposal. These tasks have not been included in this Scope of Work. If the City identifies these or any other tasks necessary to complete the Comprehensive Plan Update, a contract amendment will be necessary.

- Web hosting
- An Environmental Impact Statement.
- Preparation of new Best Available Science analysis specific to Fircrest (BAS review will be based on existing resources)
- Creating new or updated stormwater management regulations.
- Creating a new or updated Floodplain Management Program.
- Engineering Standards Update
- Creation of updated transportation or parks impact fees.

III. Budget

This budget represents the Tasks outlined in this Scope of Work.

Task		Estimated Budget
1.	Project Management and Team Coordination	\$11,000
2.	Visioning and Public Outreach	\$15,000
3.	Update Elements of the Comprehensive Plan	\$70,000
4.	Environmental Review	\$5,000
5.	Identify Development Regulations to Update	\$10,000
6.	Adoption Assistance	\$4,000
	Total Contract Amount	\$115,000

December 16, 2022



Proposal

City of Fircrest

Comprehensive Plan Update

BHC Consultants, LLC
1601 Fifth Avenue, Suite 500
Seattle, Washington 98102
206.505.3400

bhc
CONSULTANTS
www.bhcconsultants.com



1601 Fifth Avenue, Suite 500
Seattle, Washington 98101

p. 206.505.3400
f. 206.505.3406

SECTION 1 - LETTER OF INTEREST

December 16, 2022

Ms. Jayne Westman, Administrative Services Director
City of Fircrest, 1116 Ramsdell Street, Fircrest, WA 98466
Submitted via email to: jwestman@cityoffircrest.net

SUBJECT PROPOSAL ■ COMPREHENSIVE PLAN UPDATE

Dear Ms. Westman:

BHC Consultants, LLC (BHC) is excited to submit our response to Fircrest's RFP to update the City's Comprehensive Plan. BHC is an employee-owned planning and civil engineering company of more than 80 employees who provide planning, engineering, and project management services to public and private sector clients throughout the Pacific Northwest. Our firm has earned client confidence and a solid reputation for dependability and responsiveness, particularly with smaller cities like Fircrest. We look forward to this opportunity to work with you.

EXPERIENCED AND AVAILABLE TEAM BHC has assembled a strong, capable team for this project. We will bring personnel from BHC's planning and engineering departments to this comprehensive plan update, as well as a subconsultant Transpo Group to assist with transportation forecasting and analysis. All members of our team will take the time to develop a strong understanding of the City of Fircrest's current condition and needs. Additionally, our team members have each set aside capacity to fulfill the level of effort outlined in this proposal.

UNDERSTANDING OF PROPOSAL Based on our discussions with the City, we understand that Fircrest is looking for a light touch in this update, with the intent to bring the plan into compliance with Department of Commerce and PSRC requirements. Our team is here to help build the right-sized approach for your community and will guide the City through all required update steps including, visioning, updating demographics and forecasts, completing the Department of Commerce update checklist, updating goals and policies, and identifying needed updates to development regulations. In addition, our team is ready to help the City develop climate action plan strategies as part of this project.

We look forward to the opportunity to discuss this project with you and the Fircrest team. If you have any questions or require additional information, please feel free to contact me at the information listed below.

Respectfully submitted,

BHC CONSULTANTS, LLC

A handwritten signature in dark ink that reads 'Katie Cote'.

KATIE COTE, AICP
PROJECT MANAGER

Direct 206.235.3423
Email katie.cote@bhccconsultants.com

SECTION 2 - KEY PERSONNEL QUALIFICATIONS and EXPERIENCE

Prime Consultant ■ BHC Consultants



Our team is experienced in all aspects of GMA planning for local jurisdictions in Washington. We have guided multiple Cities through the process of examining and creating long range policies and implementing these through local codes and standards. BHC will lead and manage the update of the Fircrest Comprehensive Plan.

Team Organizational Chart

The BHC team is organized to respond efficiently to our Scope of Work and provide excellent service to the City of Fircrest.

Figure 1. BHC Team Organization Chart.



Project Manager ■ Katie Cote, AICP



ROLE Katie will be responsible for project direction and will serve as the City's primary point of contact. Katie is a certified professional planner with a deep knowledge of local, state, and federal planning rules. Recently, Katie was instrumental in establishing BHC's Climate Resilience practice. Prior to joining BHC, Katie worked alongside attorneys who counseled jurisdictions on Growth Management Act (GMA) compliance and land use law. Her unique perspective enables Katie to provide a broad range of advanced planning services as a member of the team for Fircrest, including growth management compliance, SEPA, land use and housing policy, climate resilience, and code development. Katie's roles will include leading client communications, coordinating workflow, developing scope,

budget, and schedule, monitoring staff resources, and managing accounting, billing, and progress reports. Katie will also manage SEPA review, lead updates to the Land use, Housing, and Parks and Recreation, and Open Space Elements and integrate Climate Action into the Comprehensive Plan update.

EDUCATION / CERTIFICATION MS Urban Planning, University of Washington; BA Environmental Studies, German Area Studies, Seattle University; Fulbright Research Fellow, Germany. Certified Planner, American Institute of Certified Planners.

EXPERIENCE

- Comprehensive Plan Update, City of Quincy, WA: Project Manager
- Comprehensive Plan Update, City of Morton, WA: Project Manager
- Land Use Code Update and Integration of Climate Action Plan, City of Issaquah, WA: Project Manager

Senior Planner ■ Talia Tittelfitz, AICP



ROLE Talia is an experienced project manager with skills in complex task management, meeting facilitation, and relationship building. Talia will lead the public participation and visioning process, as well as taking the lead role on the Introduction, Community Character, and Utilities Elements. She will also identify zoning regulations for future updates.

EDUCATION / CERTIFICATION MS Urban Planning, University of Washington; BS Geophysics, Western Washington University; BA French, Western Washington University. Certified Planner, American Institute of Certified Planners.

EXPERIENCE

- Fiscal Impacts of Annexation, City of Pacific, WA: Senior Planner
- Comprehensive Plan Update, City of Pacific, WA: Project Manager
- Comprehensive Plan & Zoning Update, Town of S. Cle Elum, WA: Project Manager
- Comprehensive Plan Update, City of Quincy, WA: Project Manager
- South Lynnwood Neighborhood Plan, City of Lynnwood, WA: Project Manager

Senior Engineer ▪ Jordan Zier, P.E.



ROLE Jordan is a Senior Engineer with 16 years of experience in the planning, design, and construction management services for wastewater and water projects. Jordan's utility planning expertise includes basin delineation, identification of unserved areas and preliminary layout on how to serve them, capital improvement plan development, including planning level cost opinions, and hydraulic modeling analysis. Jordan will work with City staff to update the Capital Facilities and Utilities Elements.

EDUCATION / CERTIFICATION Master of Public Administration, University of Washington; BS Civil Engineering, University of Colorado - Boulder; Professional Civil Engineer: Washington, No. 49556

EXPERIENCE

- Infrastructure Impacts from Proposed Land Use Changes, City of Lynnwood, WA
- Sanitary Sewer System Comprehensive Plan Update, City of Puyallup, WA
- Comprehensive Sewer Plan, City of Edmonds, WA

Planner ▪ Eli Mulhausen



ROLE At BHC, Eli has worked on numerous land use code and zoning updates. His role will be assisting with outreach and research, preparing the Department of Commerce GMA checklist, drafting updates to all Elements, SEPA compliance and checklists, GIS mapping, and effectively communicating with clients and coworkers. His background and professional experience in policy analysis, assessing housing needs, transportation planning, and land capacity analyses will be applicable in his efforts for this project.

EDUCATION / CERTIFICATION MS Urban Planning, University of Washington; MPA, University of Washington; BA Environmental Studies, Knox College.

EXPERIENCE

- Comprehensive Plan & Zoning Update, Town of S. Cle Elum, WA: Planner
- Land Use Code Update, City of Issaquah, WA: Planner
- Comprehensive Plan Update, City of Morton, WA: Planner

Subconsultant ■ Transpo Group

Transportation Lead ■ Jon Pascal, PE



ROLE Jon has assisted cities preparing for and updating transportation plans, modal master plans, impact fee programs, travel demand models, and concurrency programs for the last 21 years at Transpo. He regularly manages transportation studies for public agencies, including working for jurisdictions of a similar size to Fircrest on transportation development review tasks and traffic studies. He will lead all technical aspects associated with updates to the Transportation Element

EDUCATION / CERTIFICATION MS Civil Engineering, University of Washington; BS Forestry, University of Washington. Licensed Professional Engineer (PE): Washington and Idaho.

EXPERIENCE

- Transportation Element Update, City of Pacific, WA: Project Manager
- Transportation Element Update, City of Maple Valley, WA
- Transportation Element Update, City of Edgewood, WA

Transportation Modeling ■ Brent Turley, PE



ROLE Brent is an experienced transportation demand modeler and is very familiar with the transportation dynamics in small Pierce County cities, having worked on updating several local Transportation Elements. His depth of knowledge will help translate modeling data into GMA-compliant transportation policies. He will take on the role of technical management of transportation demand modeling for vehicle, pedestrian, and bicycle networks.

EDUCATION / CERTIFICATION MS Transportation Engineering, Brigham Young University; BS Civil Engineering, Brigham Young Engineering; Licensed Professional Engineer (PE): Washington, Idaho, Utah

EXPERIENCE

- Transportation Element Update, City of Pacific, WA
- Transportation Element Update, City of Maple Valley, WA
- Transportation Element Update and Modeling, City of SeaTac, WA
- Transportation Element and Model, City of Snohomish, WA

Transportation Planner ■ Francesca Liburdy, PE



ROLE Francesca brings a broad range of planning support skills to this project, including evaluating intersection operations, traffic volumes, and travel patterns. Her project role will be transportation planning support.

EDUCATION / CERTIFICATION BS Civil Engineering, University of Washington; Licensed Professional Engineer (PE): Washington

EXPERIENCE

- Transportation Element Update, City of Maple Valley, WA
- Local Road Safety Plan, City of Edgewood, WA
- Local Road Safety Plan, City of Sumner, WA
- 142nd Avenue E Corridor, City of Sumner, WA

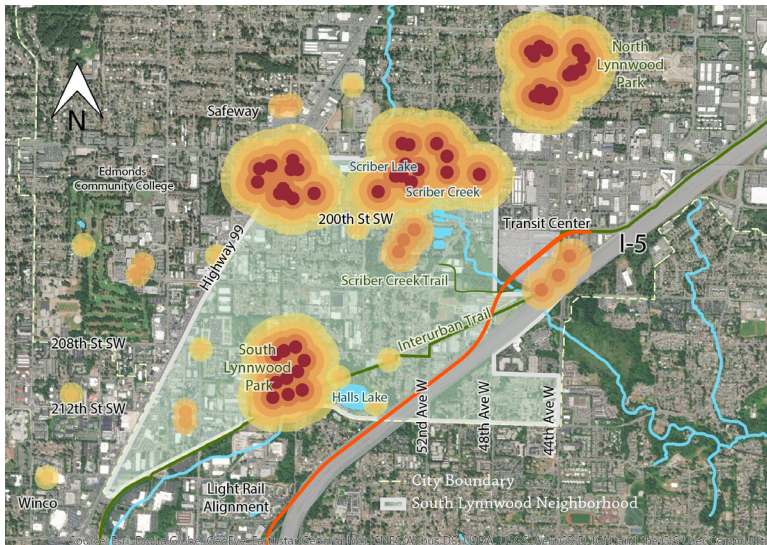
Our team has worked collaboratively with other Cities and can develop a plan that utilizes our strengths and your in-house capabilities to meet the needs of the community. Our team has the capabilities to provide a wide variety of engagement types, such as:

- big public open houses
- focus group conversations
- facilitated advisory committee meetings
- pop-up events
- presence at local festivals
- graphic materials distributed online or in hard copy
- host online websites
- create educational slideshows
- distribute surveys
- assist in developing poll questions
- provide graphics for social media

Each engagement strategy meets a specific engagement need:

- promote collaboration
- strengthen community alliances
- generate synergistic ideas
- reduce barriers to elicit feedback from community members who haven't been listened to in the past
- provide focused, technical feedback
- raise broad community awareness about the update process

Once our team has helped the City identify which engagement needs will best serve the Comprehensive Plan Update, we will help build a strategic public engagement plan that goes above and beyond just "ticking boxes," but rather provides the City with meaningful feedback to support the technical analysis and element updates.



Mapping activities and questions can be consolidated into heat maps that show geographic expression of valued places in the community, as in this map from the South Lynnwood Neighborhood Plan. Our team is shown here accepting the PSRC VISION 2050 Award for this plan in Summer of 2022

Task 3 ■ Update the Comprehensive Plan Elements

One of the first steps we will take in the update process will be to complete the Department of Commerce and PSRC checklists for City Comprehensive Plans and Development Regulations and perform a gap analysis of exiting planning and policy documents. The DOC and PSRC checklists will identify necessary policy revisions, as well as changes needed to development regulations. The results of this gaps analysis, along with any specific grant requirements, will be the primary guides for update's scope of work.

A guiding goal when drafting the updated plan document will be to create a usable document written in plain language, with clear and actionable goals, policies, and strategies. We will identify and remove duplicate or outdated policies and add photos and graphics to highlight Fircrest's existing context and future vision. Detailed background and context information will generally be moved into an appendix to avoid overly lengthy elements.

EXISTING CONDITIONS REPORT

The initial underpinning for many of the element updates will be a land capacity analysis based on a robust existing conditions report. BHC will work with the City's on-call planner to streamline data collection efforts and review existing planning materials.

Our team will characterize existing conditions for the City and develop a demographic profile to understand both the current and projected state of the City over the horizon of the comprehensive plan update. As a starting place, we will include at least the following:

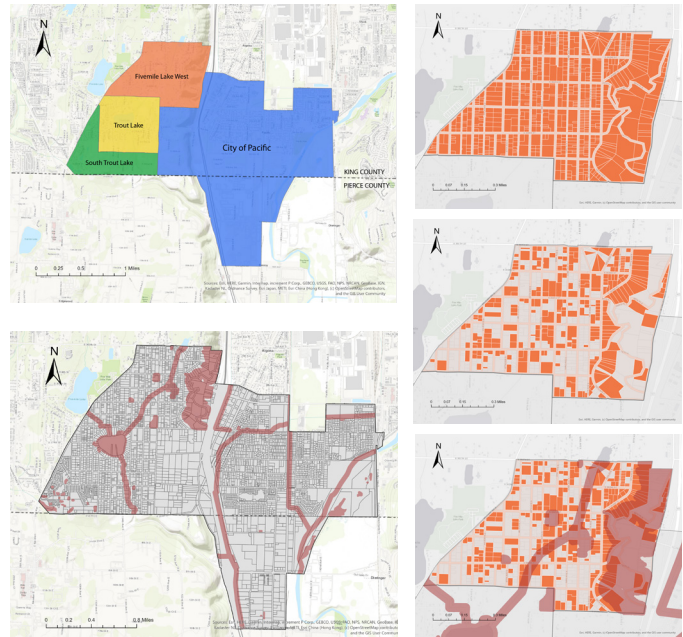
- Population and characteristics (including age and people living with disabilities or other special or health needs)
- Household Size and composition
- Educational Attainment
- Household Income
- Employment
- Employment Income
- Travel to Work

BHC will conduct a land use capacity analysis based on the results of the existing conditions report. The land capacity analysis will identify the land area needed to accommodate projected population growth and analyze the availability of Fircrest land for infill development. While we will be primarily focused on understanding the City of Fircrest's results, in some cases it may be useful to benchmark these values against neighbor and peer cities. Results will be an appropriate basis for launching conversations with members of the community about growth and development and any needed changes to land use designations or development regulations.

PLAN ELEMENTS

■ Introduction and Community Character

We will work with the City to understand what needs to be carried forward from the existing Introduction and Community Character Elements and how these elements need to be updated to reflect any changes to the community's long-term vision. We will articulate the vision supported by the community and set the tone for how



Data collection and analysis can be mapped and shown geographically. Layers and iterations of analysis can be used in materials to deepen public understanding of land use context. These maps were developed by BHC as part of the Fiscal Impact of Annexation report for Pacific. They overlap land use, housing, vacancy, and critical areas data sets collected from regional agencies and customized to suit analytical needs specific to the Pacific community.

this vision will be incorporated throughout the comprehensive plan.

■ Land Use Element

Updates to the land use element will follow directly from the initial conditions and land use capacity work. Based on the results of this analysis and the community visioning, we will consider whether changes are needed to land use designations or policies to accommodate projected growth. Our team will also review the element's goals and policies to integrate new requirements from the Department of Commerce and PSRC, to reflect changes in the community vision, as well as to be easier to understand and apply. We will provide updated maps and infographics, as needed, to reflect current and future land uses, zoning, and land capacity constraints and to display data.

■ Housing

To update this element, we will draw from the existing conditions report to understand the existing housing stock and community housing needs. It will be important to engage the community in a discussion about housing needs, the variety of housing types available in the City, and the various options available to provide equitable housing, as required by recently passed House Bill 1220. We will look for “low hanging fruit” strategies to making infill housing easier to develop, such as removing barriers to accessory dwellings units.

Through discussions with the community, we will establish updated housing goals that are internally consistent and that will lead to equitable outcomes in the City. We will use graphics and photos to identify various housing options and summarize new housing data in clear and easy to understand infographics..

■ Transportation

To update the transportation element, our subconsultant Transpo Group will collect updated traffic and safety data, prepare travel forecasts, assess multimodal needs, and refine the long-term transportation capital project list. Based on this technical analysis, BHC will work with the community to update Transportation Element goals and policies to incorporate new data and meet DOC and PSRC requirements.

■ Parks, Recreation, and Open Space

The Fircrest Parks, Recreation, and Open Space plan is adopted by reference in the comprehensive plan and was last updated in 2014. We do not propose a broad update to this external plan, but we do propose working with City staff to understand whether any updates are needed to the City's parks inventory or facilities analysis, to review existing levels of service, and to update the goals and policies in the comprehensive plan element to guide a future update to the PROS plan and to ensure compliance with Department of Commerce requirements.

This update will not include providing cost estimates for any parks-related capital facilities identified, but the consultant team will work with City staff to integrate any available cost estimates into the Capital Facilities element.



It's important to get everyone in on the action. This Comp Plan Update Open House in Quincy was well attended by members of the community including veterans, youth, and Spanish language speakers.

■ Capital Facilities

The Capital Facilities element will need to be updated to include a current 6-year capital facilities plan that supports the expenditures required to support the land use scenarios envisioned by the comprehensive plan. Our team's engineers will work with the City's public works director to confirm appropriate levels of service, assess deficiencies, and plan for needed repairs, upgrades, or new projects.

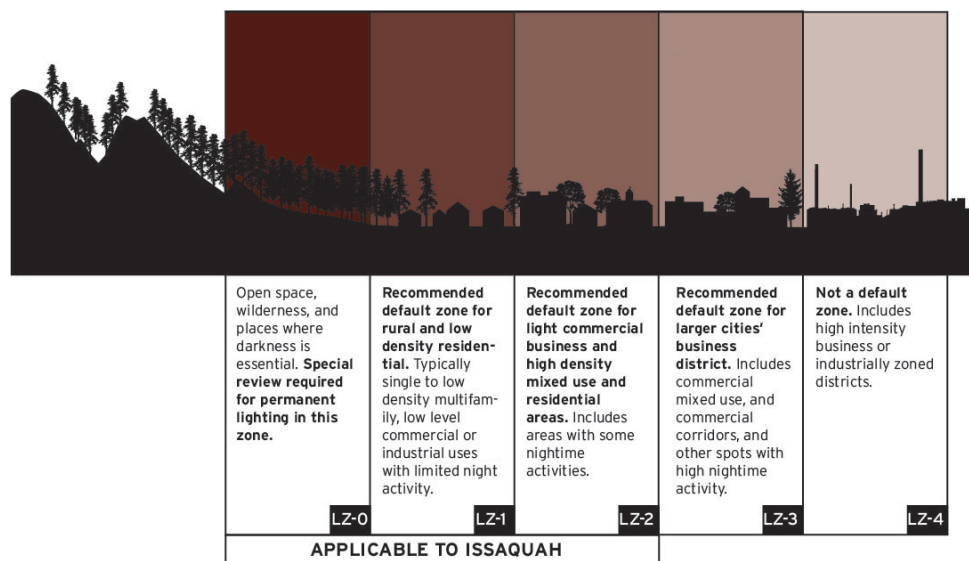
We will also review existing goals and policies to ensure the element is consistent with Department of Commerce and PSRC requirements.

■ Utilities

The Utilities element will be updated to reflect any changes in growth forecasting used in the Land Use element, as well as current capacity data and maps. We will work with the City and local utility providers to understand available capacity and whether any gaps exist in capacity, given growth projections.

■ Climate Change Resilience

Although this climate action work was removed from this version of the RFP, our team proposes to include a baseline climate vulnerability assessment as part of the existing conditions analysis for this comprehensive plan. Our team will use available mapping and scientific data to assess Fircrest's climate vulnerabilities and propose mitigation measures that could be integrated into one or several comprehensive plan elements. Our team can also work with the City to propose and discuss general goals for climate resilience through the visioning process. These goals and policies can be integrated into one more of the comprehensive plan elements. Though this scope does not include calculation of greenhouse gas (GHG) emissions or development of GHG reduction targets, if those activities are of interest to the City, our team has relationships with climate experts who could provide such services under a separate scope of work. Our work will also use any available climate resilience guidance from the Department of Commerce.



Thoughtful graphics can help illustrate complex technical decisions to the public and to elected officials. This illustration of lighting design was developed by BHC to facilitate high level conversations about lighting regulations during a major overhaul of the City of Issaquah's Zoning Code.

Task 4 ■ Environmental Review

According to the RFP, we understand the City anticipates the land use patterns in Fircrest will remain generally consistent over the next planning horizon. In this scenario, we would prepare an Environmental Checklist prior to a threshold determination of DNS or MDNS. However, as we work with the City through demographic and growth analysis, community visioning, and development of goals and policies, we will closely monitor the likelihood of significant environmental impacts. If new policy directions indicate the likelihood of significant likely environmental impacts, we will advise the City on how to obtain outside consultant services to prepare an EIS.

Task 5 ■ Identify Development Regulations for Revisions and Updates

Our early work on the Department of Commerce checklist will provide some guidance for necessary changes to development regulations. Additional changes may be necessary to maintain consistency with new goals and policies. Our team will prepare a memorandum presenting a prioritized list of proposed development regulation amendments and present these to the City to decide how to phase adoption of the amendments. In our experience, updating development regulations often requires a different type of outreach than comprehensive plan updates. Though it may be possible to complete and adopt the recommended amendments in the same timeline as the comprehensive plan, depending on the scope of the development code amendments and the stakeholders involved in their review and consideration, a later adoption date might be necessary.

Our scope does not include preparation of a Fircrest-specific Best Available Science document. For the purposes of updating the critical areas sections, we will rely on available data on critical areas and look to published guidance from the Department of Ecology, the Department of Fish and Wildlife, and the Department of Health.

Task 6 ■ Adoption Assistance

To successfully adopt the updated Comprehensive Plan, it will be critical to provide the Planning Commission and City Council with regular updates, briefings, and workshops. At certain points in the project, joint workshops with both elected bodies may be appropriate and add efficiencies. Our team can provide staffing for these efforts and will work with staff to prepare meeting materials and provide notice. Our personnel can either attend and present at meetings virtually or attend and facilitate workshops in person. It will be important for elected bodies to understand the project timelines early in the process and when they can expect to see different elements updated. It may even be useful to set agendas weeks or even months in advance to ensure all topics are covered adequately in order to meet state and grant deadlines. In scoping this task, BHC will help the City balance available staff time with available budget for assistance from the consultant team.

Task 7 ■ Project Management

Our project management philosophy is founded on our belief that we should be more than a consultant to our clients - our commitment is that of a project partner. As such, the management of your project is not solely executed through careful attention to quality and persistent monitoring of scope, schedule, and budget. Just as importantly, BHC is acutely focused on identifying opportunities throughout the project to enhance the value of the work that is ultimately delivered.

BHC provides its clients with high quality professional planning services within the agreed budget and delivered on time. We understand the importance of initiating a project based on thorough review of existing information, as well as having effective tools to monitor work progress as it is performed

SCOPE AND SCHEDULE

As a standard, executed agreements with our clients include accurate scopes of work, attainable schedules, and adequate budgets. These are derived through communications with the client that start by identifying project objectives. Reviewing existing documentation and performing a tour of the city with the client facilitates development of a complete set of project objectives and subsequent discrete task elements. After clearly defining each work task and related assumptions, BHC will identify the proposed deliverable work products. Client concurrence with the scope serves as a springboard to the successful negotiation of a budget and attainable schedule. The completed scope of work and schedule establishes shared commitments and expectations for the project team.

BUDGET DEVELOPMENT & TRACKING

It is critical that a comprehensive scope be developed and agreed upon with the client to accurately budget the effort. Once a contract has been executed, accounting staff, at the direction of the project manager, enters task-level budget information into BHC's Deltek accounting and invoicing software database. The software allows all project managers, on a real-time basis, to access budget status information and generate automated reports summarizing project labor and expenses by the defined task structure and period. Monthly invoices are generated from this system and can be customized to include project performance indicators.

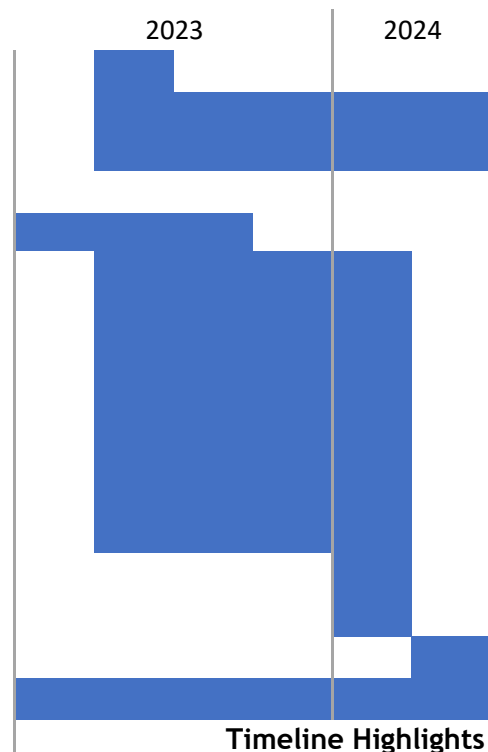
Timeline Expectations and Cost Estimates

The following budget represents an estimate based on level of effort assumptions made by our team.

- Mixture of virtual and in-person engagement with the Fircrest community
- Strategic selection of engagement strategies to be defined during scoping and kick-off
- Regular virtual meetings with City staff to maintain project momentum
- Regular internal meetings with subconsultants as needed to maintain workflow and coordination
- Strategic attendance by consultant team at Planning Commission and City Council meetings
- Regular attendance by City staff at Planning Commission and City Council meetings with materials and messaging support by consultant team.
- Grant reporting performed by City staff

The timeline is intended to provide high-level estimate of workflow needed to meet state adoption deadlines in late 2024. This timeline assumes regular briefings of elected bodies to maintain project awareness and support as well as regular review of work products by City staff. All aspects of these estimated budget and timeline proposals are up for negotiation during detailed project scoping. All team members have confirmed that they have set aside capacity for this project and are available to complete these proposed efforts on this timeline.

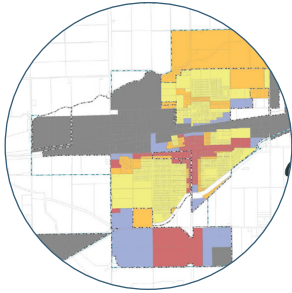
Tasks	Budget
1. Visioning	\$5,000
2. Community Engagement	\$10,000
Public meetings, events, and facilitation	
3. Update Comprehensive Plan Elements	\$70,000
Introduction	\$4,000
Community Character	\$5,000
Land Use	\$12,000
Housing	\$12,000
Transportation	\$24,000
Parks, Recreation, and Open Space	\$3,000
Capital Facilities	\$7,000
Utilities	\$3,000
Climate Action (included)	\$0
5. Environmental Review	\$5,000
6. ID Development Regulations to Update	\$10,000
7. Adoption Assistance	\$4,000
8. Project Management	\$11,000
Total	\$115,000



SECTION 4 - RELEVANT PROJECT EXPERIENCE and REFERENCES

COMPREHENSIVE PLAN UPDATE CITY OF QUINCY, WASHINGTON

January 2016 - June 2018



BHC Consultants managed all aspects of the City of Quincy's Comprehensive Plan update that included a significant update to the City's vision to reflect changes in demographics and economic development. One challenge our team faced was that City had received significant tech-sector and industrial land use growth related to data centers, and the community needed a more modern and flexible vision to match. The

community also wanted to address concerns about truck transportation through town and balancing busy intersections with the need to for pedestrian connections, particularly for youths. These challenges presented the opportunity for a dialogue with the community about their priorities for the future, which led to a new community vision.

BHC worked closely with the Planning Commission to identify goals and policy language that needed revising and to draft new plan language that was consistent with the City's revised vision. BHC worked with the City to develop a Public Participation Plan to guide their community outreach, which included hosting multiple public open house events, distributing a bilingual online survey, and convening focus groups. The City was happy to receive nearly 300 responses to its survey, which was the highest response rate they had received for long-range planning efforts. The broad response rate to the public engagement provided an excellent opportunity to integrate the updated vision into goals and policies that reflected the new and changing demographics of Quincy.

CLIENT CONTACT: Carl Worley, Building Official, City of Quincy, 509.787.3523, cworley@quincywashington.us

BUDGET: Estimate cost: \$40,000 Final Cost \$44,523

Client Quotes

"BHC came to the table with new ideas and challenged us - and that is what I want in a consultant."

"BHC is a top-notch firm - I wish all consultants were more like them."

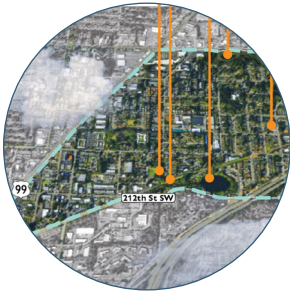
"BHC's staff are all very responsive and dedicated to their projects and their clients - very customer-driven."

"BHC is clear and professional, plus they communicated well all through the design and QC process."

Client quotes from BHC's Perception Survey conducted in 2016 by Bill Strong Consulting.

SOUTH LYNNWOOD NEIGHBORHOOD PLAN **CITY OF LYNNWOOD, WASHINGTON**

May 2019 - November 2021



As the City of Lynnwood's neighborhoods anticipate significant population and economic growth pressures, BHC led a consultant team who wrote a sub-area plan for the diverse residential and commercial neighborhoods of South Lynnwood. Our work was grounded in a robust public engagement effort that emphasized equitable outcomes and protection of vulnerable communities from displacement. This project relied heavily on public engagement, however, our team needed to rethink its approach with the onset of COVID-19 when our in-person engagement methods were no longer possible. This challenge led to the opportunity to develop effective and inclusive virtual engagement methods that were simple, easy to use and still successfully achieved the broad, inclusive,

engagement goals for the project.

Our team empowered residents to be leaders and build strong community networks that will remain after the plan is complete. The city hopes to use the blueprint for innovative and equitable outreach created through this project in other neighborhood plans. BHC prepared an existing conditions report that surveyed existing conditions of neighborhood demographics, land use, housing, workforce and jobs, economic development, and the environment. This report and the results of focused public engagement informed a suite of policy recommendations, implementation strategies, and collaboration opportunities for the City of Lynnwood.

CLIENT CONTACT: Ashley Winchell, (then City of Lynnwood Planning Director), now Deputy Community Development Director, City of Bothell, 425.806.6407, ashley.winchell@bothellwa.gov.

BUDGET: Estimate cost: \$212,047 Final Cost \$217,702

MAJOR LAND USE CODE UPDATE **CITY OF ISSAQUAH, WASHINGTON**

May 2019 - December 2022



BHC is working with the City of Issaquah to overhaul its land use code to make it easier to use and understand. The code needed a full update due to several confusing or redundant sections, unclear language, and a lack of helpful graphics. Our team performed a gaps analysis on each section of the code to identify areas of inconsistency with the Comprehensive Plan and to bring development regulations in line with best practices. Following the completion of the City's Climate Action Plan, BHC implemented several climate resiliency actions into the zoning code. As part of this process, BHC worked with the City to bring innovative approaches to the land use code that would make the code easier to use, while providing greater protection for sensitive environments. BHC was the

prime consultant and managed a large team of subconsultants to provide technical guidance on various code topics. The scope of this project and intense public interest was a challenging aspect of this project. Because of the level of interest and desire for members of the public to be deeply involved in technical aspects of code drafting, the consultant team worked with the City to establish a timeline that allowed for multiple opportunities to review the code update approach, draft codes, and the final code. Ultimately, our robust public outreach plan included over a year of public meetings and work sessions on code topics, and a code testing process for the full draft of the code. The draft code is currently in the adoption process.

CLIENT CONTACT: Minnie Dhaliwal, City of Issaquah Director of Community Planning and Development, 425.837.3430, minnied@issaquahwa.gov

BUDGET: Estimate cost: \$471,340 Final Cost \$480,000 (est.)

Work Samples

BHC Consultants

- 2021 South Lynnwood Neighborhood Plan, City of Lynnwood, WA
<https://www.lynnwoodwa.gov/Services/Apply-for-a-Permit/Planning-Zoning/Ongoing-Planning-Projects/South-Lynnwood-Neighborhood-Plan>
- 2018 City of Quincy Comprehensive Plan
<https://www.quincywashington.us/DocumentCenter/View/355/Quincy-Comp-Plan-Document-DRAFT-2018-05-14-CLEAN-PDF?bidId=>

Transpo Group

- 2020 Local Road Safety Plan, City of Edgewood, WA
https://www.cityofedgewood.org/DocumentCenter/View/1770/Edgewood_LRSP_Final?bidId=

NEW BUSINESS ITEM: WSIPC Purchasing Agreement

FROM: Lindsay Chambers, Interim Finance Director

RECOMMENDED MOTION: I move to adopt Resolution No. _____ authorizing the Interim City Manager to execute an agreement with WSIPC to provide participation in a joint purchasing cooperative program.

PROPOSAL: Council is being asked to authorize the Interim City Manager to execute an agreement with Washington School Information Processing Cooperative (WSIPC) to provide participation in a joint purchasing cooperative program.

FISCAL IMPACT: There is no cost to belong to the cooperative. By purchasing LaserFiche software through WSIPC the city will receive a strongly discounted rate available only to small cities. The software cost is included in the Adopted 2023 Budget.

ADVANTAGES: WSIPC makes available the required documents needed to meet the requirements of “piggybacking” with a cooperative purchasing program.

DISADVANTAGES: None.

ALTERNATIVES: Not use the cooperative program and pursue pricing directly through LaserFiche, which will be at a higher cost.

HISTORY: The City of Fircrest included the addition of LaserFiche Document Management software in the Adopted 2023 Budget. In order to complete the purchase, the City needs to enter into an agreement with WSIPC.

Attachment(s): [Proposed Resolution](#)
[WSIPC Interlocal Agreement](#)
[Professional Service Agreement](#)

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF FIRCREST, WASHINGTON, AUTHORIZING THE
INTERIM CITY MANAGER TO EXECUTE AN
AGREEMENT WITH THE WASHINGTON SCHOOL
INFORMATION PROCESSING COOPERATIVE TO
PROVIDE PARTICIPATION IN A JOINT PURCHASING
COOPERATIVE PROGRAM.**

WHEREAS, the City of Fircrest (“City”) has needs for specialized goods and services; and

WHEREAS, the Washington School Information Processing Cooperative (“WSIPC”) has the required experience and expertise to provide such goods and services; and

WHEREAS, purchasing goods and services through WSIPC’s contracts is economical and in the best interests of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST:

Section 1. The Interim City Manager is hereby authorized and directed to execute an interlocal cooperative agreement with WSIPC to provide participation in a joint purchasing cooperative program.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this 24th day of January, 2023.

APPROVED

Brett L. Wittner, Mayor

ATTEST:

Jayne Westman, City Clerk

APPROVED AS TO FORM:



City Attorney



**Interlocal Agreement Between
Washington School Information Processing Cooperative
And City of Fircrest**

The interlocal agreement is hereby entered into by and between City of Fircrest and the Washington School Information Processing Cooperative, Everett WA (hereinafter WSIPC).

WHEREAS, The Interlocal Cooperative Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides for the interlocal cooperation between governmental agencies; and

WHEREAS, both parties are required to make certain purchases by formal advertisement and bid process, which is a time consuming and expensive process; and it is in the public interest to cooperate in the combination of bidding requirements to obtain the most favorable bid for each party where it is in their mutual interest; and

WHEREAS, the parties wish to utilize each other's contracts when it is in their mutual interest;

NOW THEREFORE, the parties agree as follows:

1. Purpose: The purpose of this agreement is to authorize the acquisition of goods and services under contracts where a price is extended by bidders to other governmental agencies.
2. Scope. This agreement shall allow the following activities: purchase or acquisition of supplies, materials, equipment, and services by City of Fircrest under contracts made by WSIPC where provision has been provided in such contracts for other agencies to avail themselves of goods and services offered under the contract when agreed to in advance, in writing.
3. Duration of Agreement-Termination. This agreement shall remain in force until canceled by either party by written notice to the other party.
4. Right to Contract Independent Action Preserved. WSIPC does not accept responsibility or liability for the performance of any vendor used by the purchasing agency as a result of this Agreement. Each party also reserves the right to contract independently for the acquisition of goods and services and shall be independently responsible for the ownership, holding and disposal of property acquired for such party under this agreement.
5. Compliance with Legal Requirements. Each party accepts responsibility for compliance with federal, state, and local laws and regulations including, in particular, bidding requirements applicable to its acquisition of goods and services.

6. Financing. The method of financing of payment shall be through budgeted funds or other available funds of the party for whose use the property is actually acquired. Each party accepts no responsibility for the payment of the acquisition process of any goods or services intended for use by the other party.
7. Filing. Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.
8. Interlocal Cooperation Disclosure. Each party may insert in its solicitation for goods and services any provision disclosing that other authorized governmental agencies may also wish to procure the goods or services being offered to the party and allowing the bidder the opportunity of extending its bid to those other agencies at the same bid price, terms, and conditions.
9. Non-Delegation/Non-Assignment. Neither party may delegate the performance of any contractual obligation, hereunder to a third party, unless mutually agreed on in writing. Neither party may assign this agreement without the written consent of the other party.
10. Hold Harmless. Each party shall be liable and responsible for the consequences of any negligence or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility for the other party for the consequences of any act or admission of the other party of any person, firms, or corporation not a party to this agreement.
11. Severability. Any provision of this agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or reinforcement of such provisions.

Executed on the dates set forth below by the undersigned authorized representatives of the parties to be effective as of the Effective Date.

By:

WSIPC
2121 W. Casino Road
Everett, Washington 98204

By:

City of Fircrest
115 Ramsdell St
Fircrest, WA 98466

By: _____

Name: Nancy Walsh

Title: Chief Financial Officer

Date: _____

By: _____

Name: Colleen Corcoran

Title: Interim City Manager

Date: _____

**AGREEMENT FOR PROFESSIONAL PLANNING SERVICES FOR
THE 2024 COMPREHENSIVE PLAN PERIODIC UPDATE**

THIS AGREEMENT is entered into between the City of Fircrest, Washington, hereinafter referred to as the "City" and BHC Consultants, LLC, hereinafter referred to as "Contractor" in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **PROJECT DESIGNATION:** The Contractor is retained by the City to provide professional long-range planning services for the 2024 periodic update of the Fircrest Comprehensive Plan and associated development regulations.
2. **SCOPE OF WORK:** Contractor agrees to perform the services including the provision of all labor, materials, equipment, and supplies as identified in Exhibit 'A' City of Fircrest Comprehensive Plan Update, Scope of Work.
3. **ASSIGNMENT:** The Contractor shall not sublet or assign any other of the services covered by this Agreement without the express written consent of the City. The City gives the Contractor consent to use with Transpo Group, Inc. as a subconsultant for a portion the transportation related tasks found in the Scope of Work.
4. **NON-WAIVER:** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provisions.
5. **TERM OF AGREEMENT:** Notwithstanding, the date of execution hereof, this Agreement shall be in effect from January 25, 2023 through December 31, 2025, and may extended upon mutual agreement of the parties.
6. **PAYMENT:** Upon receipt of an invoice from the Contractor, progress payments may be made on a monthly basis for work completed. Each invoice shall itemize by task and date the work was performed. The total cost for services shall not exceed \$115,000, which includes any applicable sales tax.
7. **PERFORMANCE:** The City reserves the right to withhold a part or all of the monthly payments if, in the judgment of the City, the Contractor has not performed or has unsatisfactorily performed any of the maintenance services set forth in this Agreement; provided, that the City shall promptly notify the Contractor in writing of the specific items of non-performance or unsatisfactory performance. Furthermore, any such payments withheld shall reasonably relate to the estimated value of the work not performed.
8. **LIABILITY AND INSURANCE:** With the exception of the sole negligence of the City of Fircrest or its employees or officials the Contractor agrees to hold harmless and indemnify the City of Fircrest and city employees and officials from all liability arising out of all work pursuant to this Agreement. Contractor will obtain and maintain in force at least the following minimum

insurance coverage covering all activity under this Agreement, and as to which the City shall be named as primary non-contributory additional insured:

- | | |
|------------------------------------|-----------------------------------|
| a. Workman's Compensation Coverage | Statutory |
| b. General Liability | \$1,000,000/\$2,000,000 aggregate |
| c. Auto Liability | \$1,000,000 |

An insurance certificate showing the foregoing will be submitted to the City for approval before work commences.

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

9. COMPLIANCE WITH LAWS: The Contractor shall be duly licensed and shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments. A City of Fircrest business license is required.
10. TERMINATION: If the Contractor violates any of the covenants undertaken herein, or any of the duties imposed upon it by the Agreement, this Agreement may be terminated by the City immediately with cause. Either party may terminate this Agreement without cause upon thirty (30) days' written notice, served to the other party by certified mail. In such case, Contractor shall be compensated by the City for all work performed to the date of termination.
11. VENUE STIPULATION: This Agreement has been and shall be considered as having been made and delivered within the State of Washington both as to interpretation and performance. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement, or any of the provisions contained therein, shall be instituted and maintained only in Pierce County Superior Court, Tacoma, Washington.
12. STATUS OF CONTRACTOR: Neither the Contractor nor personnel employed by the Contractor shall acquire any rights or status in City employment, nor shall they be deemed employees or agents of the City for any purpose. Contractor is required to employ a qualified Supervisor acceptable to the City. Contractor shall be deemed an independent Contractor and shall be responsible in full for payment of its employees, including worker's compensation, insurance, payroll deductions, and all related costs.
13. COMPLIANCE WITH CITY POLICY: The Contractor shall comply with approved City policies concerning the administration of City-owned property, and the provisions of the policy shall have the same force and effect as provisions of this Agreement to the extent not inconsistent herewith.
14. DAMAGE BY VANDALISM OR ACTS OF GOD: It is understood and agreed that the Contractor shall not be responsible or required to repair, at the sole cost and expense of the Contractor, any major damage or destruction caused by acts of vandalism or acts of GOD and did not result from the negligent acts or omissions of the Contractor or the Contractor's agents.

15. EXTRA WORK AND CHANGE ORDERS: Work in addition to, or different from that provided for in the scope of work section shall only be allowed by prior authorization in writing and signed by the City Manager, as a modification to this Agreement. Such modification shall be attached hereto and made a part hereof.
16. INTEGRATED AGREEMENT: This Agreement, together with attachments or addenda, represents the entire and integrated agreement between the representations, or agreements, written or oral. This Agreement may be amended only by written instrument signed by both City and Contractor.

DATED this 25th day of January, 2023

CITY OF FIRCREST

CONTRACTOR


By: _____
City Manager

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:


By: _____
City Attorney