

**FIRCREST CITY COUNCIL
REGULAR MEETING
AGENDA**

**TUESDAY, MAY 23, 2023
7:00 P.M.**

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

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. PRESIDING OFFICER'S REPORT**
- 5. CITY MANAGER COMMENTS**
 - A. AWC Business Meeting Voting Delegates
 - B. Sheriff Contract Chief Discussion

- 6. DEPARTMENT HEAD COMMENTS**
- 7. COUNCILMEMBER COMMENTS**
- 8. PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA** (If you would like to make a public comment, you may speak at the appropriate time using the raise your hand feature or by pressing *9 on your phone.)
- 9. 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. Approval of Minutes: [April 21, 2023, Special Meeting](#)
[April 25, 2023, Regular Meeting](#)
[May 9, 2023, Regular Meeting](#)

- 11. PUBLIC HEARING**
 - A. [To receive comments on the 6-year Transportation Improvement Plan](#)
- 12. UNFINISHED BUSINESS**
- 13. NEW BUSINESS**
 - A. [Resolution: Information Systems Managed Services Agreement](#)
 - B. [Resolution: Personnel Policy Manual Amendment](#)
 - C. [Ordinance: Salary Plan Amendment](#)
 - D. [Resolution: Council Rules Amendment](#)
 - E. Motion: Display Pride Flag for the Month of June

- 14. CALL FOR FINAL COMMENTS**
- 15. EXECUTIVE SESSION**
- 16. ADJOURNMENT**

Join the Zoom *Dial-in Information:* 1-253-215-8782 *Webinar ID:* 873 9102 3810 *Password:* 312044

**AMENDMENT TO AGREEMENT BETWEEN
PIERCE COUNTY AND
THE CITY OF FIRCREST
(CONTRACT No. xxxxx)**

This **AGREEMENT** is made and entered in to by Pierce County and the City of Fircrest.

WHEREAS, the parties have previously entered into an agreement dated [DATE] for the assignment of a Pierce County Sheriff's Department sergeant in the capacity of Contract Chief for the City of Fircrest to fill the Police Chief position.

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

SECTION 3. CRIME NOTICES is hereby amended as follows:

Crime Notices. The Contract Chief will promptly notify the City Manager in the event of a significant criminal occurrence within the City or having a material impact on the City. The term "significant" as used in this section means RCW 9.94A.030 serious violent offenses and violent offenses occurring within the geographic boundaries of the City, any identified pattern of criminal activity within the boundaries of the City, and other offenses that the Contract Chief deems significant.

SECTION 5. PERFORMANCE REVIEW SCHEDULE language stating, "Performance evaluations of the Contract Chief performing under this Agreement shall be based on such input provided by the City," is stricken and Section 5 is hereby amended to state only as follows:

The Sheriff or the Sheriffs designee shall meet with the City Manager at least quarterly to discuss performance under this Agreement. The City shall have an opportunity to comment on its satisfaction with the service delivered, as well as request adjustments or modifications.

SECTION 6. REPLACEMENT OF CONTRACT CHIEF is hereby amended as follows:

The City may request that County remove and replace the Contract Chief by providing written notice to the Sheriff outlining the reasons for said request. The decision to remove or not remove the Contract Chief shall rest with the Sheriff in his/her sole discretion. The Sheriff or Sheriff's designee may request additional documents and information related to the City's request, and the City shall timely provide all such documents and information unless prohibited by law from doing so. The City will be notified of the Sheriff's decision to remove or not to remove the Contract Chief within thirty (30) days of receipt of the City's request, unless a longer period is agreed to by the parties. If the Sheriff grants the City's request to replace the Contract Chief, the identification and selection of a replacement shall follow the selection process set forth in Section 2.4 above.

SECTION 7.

IT IS HEREBY AGREED as follows:

- a. Total cost is xxxx per month.
- b. The Agreement period shall be from June 16, 2023, to August 31, 2023.

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

End of agreement. Signature page to follow.

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

CITY:

C O U N T Y:

Full Firm Name

Approved as to legal form only:

(Signature)

DEPUTY PROSECUTING ATTORNEY Date

Title of Signatory Authorized by Firm Bylaws

Approved:

Mailing Address: _____

FINANCE Date

Street Address, if different: _____

DEPARTMENT DIRECTOR Date

Federal Tax ID or Social Security Number:

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

INTERLOCAL AGREEMENT BETWEEN PIERCE COUNTY AND THE CITY OF
FIRCREST RELATING TO LAW ENFORCEMENT SERVICES

THIS AGREEMENT, is made and entered into between PIERCE COUNTY, a municipal corporation of the State of Washington, (hereinafter referred to as "the County") and the CITY OF FIRCREST, a municipal corporation of the State of Washington, (hereinafter referred to as "the City").

WHEREAS, the City's geographical boundaries lie within the County; and

WHEREAS, the City possesses the power, legal authority, and responsibility to provide law enforcement services to the citizens within its boundaries; and

WHEREAS, the County, through the Pierce County Sheriff's Department (hereinafter referred to as "Sheriff") provides law enforcement services to the citizens of Pierce County; and

WHEREAS, the County has the power and legal authority to extend its law enforcement services into the geographical area of the City; and

WHEREAS, RCW 39-34.080 and other Washington law authorizes any public agency to contract with another public agency to perform services and activities that each such public agency is authorized by law to perform; and

WHEREAS, the City desires to enter into an agreement with the County whereby the County, through the Sheriff, will provide law enforcement and related administrative services to the City and its inhabitants by assigning a Contract Chief to serve as the City's Police Chief; and

WHEREAS, the City agrees to contract for, and the County agrees to render such law enforcement services, through the Sheriff, pursuant to the terms of this Agreement;

Now, therefore, it is hereby agreed as follows:

AGREEMENT

For and in consideration of the covenants, conditions, performances, and promises hereinafter contained, the parties agree as follows:

I. BASE LEVEL SERVICES

The County will provide the following law enforcement services within the City's geographical limits, rendering such services at the same level, degree, and type as is customarily provided by the County in unincorporated Pierce County, unless otherwise set forth herein:

1.1 Administrative Services. Police administrative services shall be provided through the position of a full-time Police Chief 40 hours per week. These services shall include responsibility for the day-to-day operation and administration of the City's Police Department, attendance as required at City Council and other meetings, preparation and administration of a budget, supervision of law enforcement personnel, responding to media requests for information, and any other services normally required by the City of its Police Chief.

2. ORGANIZATION

The County will provide the services identified in Section 1 through the following organization:

- 2.1 Service. Service will be provided through a specifically identified Sheriff's Contract Chief. The Contract Chief will handle the day-to-day operational concerns identified by the City Manager related to law enforcement. In addition, the Contract Chief will be available to the City during mutually agreed upon days or hours, for law enforcement-related activities such as meetings of the City Council and other appropriate City meetings
- 2.2 Office Space. The City will provide office space and related supplies/equipment for the Contract Chief assigned to the City under this Agreement.
- 2.3 Police Chief. The Contract Chief will serve as the City's Police Chief, coordinating service delivery, attending City Council and other meetings, preparing budget requests through coordination with the City's budget staff, scheduling and supervising employees, maintaining records and evidence, and generally managing law enforcement activities on behalf of the City. The Contract Chief will be responsible for day-to-day supervision of City law enforcement employees both directly and vicariously through other City supervisors, according to the City's rules, policies, procedures, and practices.
- 2.4 Selection Process. The Sheriff shall be responsible for identifying qualified candidates for the Contract Chief position. The Sheriff and the City Manager shall agree on a process for jointly evaluating and interviewing qualified candidates. The City Manager shall select the Contract Chief subject to the Sheriff's confirmation.

3. REPORTING

- 3.1 Crime Notices. The Contract Chief will promptly notify the City Manager in the event of a significant criminal occurrence within the City or having a material impact on the City.
- 3.2 Media Releases. The City will prepare Media releases concerning law enforcement activities by City officers, or the Contract Chief. Any release of information to the media that is deemed to be sensitive or likely to cause concern or alarm shall be provided to the City Manager prior to its release. All other routine media releases concerning law enforcement activities in the City will be forwarded to the City Manager for review, concurrent with, or sooner than, the release to media. Information concerning performance under this Agreement shall not be released to the media by either party without first discussing the issues involved with the other party.
- 3.3 Public Records Requests. Responses to requests for public records shall be handled by the City, pursuant to the City's usual and customary procedures consistent with RCW 42.56 et. seq. The City shall be responsible for any and all related claims or litigation. The City and the County agree to cooperate and assist each other in timely providing records concerning the subject matter of this agreement, but such cooperation is not intended to expand agency obligations beyond the requirements of RCW 42.56.

4. PERSONNEL AND EQUIPMENT

- 4.1 Independent Contractor. The County is acting hereunder as an independent contractor such that:
 - 4.1.1 Except for operational assignments as set forth herein, standards of performance, supervision, discipline and all other aspects of performance of the Contract Chief serving under this Agreement shall be governed entirely by the County; and
 - 4.1.2 The Contract Chief rendering services hereunder shall be considered an employee of the County for all purposes including maintaining in-service training requirements of the Sheriff.
- 4.2 Leave From Duty. If the Contract Chief assigned to the City is absent from duty for a period of fourteen (14) consecutive days, the County will provide a replacement Contract Chief beginning on the 15th day, until such time as the Contract Chief assigned to the City is able to return to his duties a Contract Chief.

4.2.1 The County shall provide the City a credit for any hours the Contract Chief may be away on specialized service duties (ie. marine services).

4.2.2 Any such extended absence shall not affect the ability of the Contract Chief to return to that assignment unless the City invokes the replacement process set forth below in Section 6.

4.3 Equipment. All equipment required for the Contract Chief shall be agreed upon between the City and the County.

5. PERFORMANCE REVIEW SCHEDULE

The Sheriff or the Sheriff's designee shall meet with the City Manager at least quarterly to discuss performance under this Agreement. The City shall have an opportunity to comment on its satisfaction with the service delivered, as well as request adjustments or modifications. Performance evaluations of the Contract Chief performing under this Agreement shall be based on such input provided by the City.

6. REPLACEMENT OF CONTRACT CHIEF

If the City desires, the County will provide a replacement Contract Chief to serve as the City's Police Chief upon receiving a written request from the City outlining the reasons for said request. Such replacement shall be made within thirty (30) days of receipt of the written request from the City, unless a longer period is agreed to by the parties, and the identification and selection of a replacement shall follow the selection process set forth in Section 2.4, above. Any written request by the City for the replacement of the Contract Chief shall be delivered to the Sheriff,

7. COST FOR SERVICES

7.1 Total Costs. Beginning the first date of assignment of the Contract Chief to the City (anticipated to be June 16, 2023) until August 31, 2023, the cost for services shall be an monthly cost of \$xxxxx (to be determined). In the event this Agreement is extended, the cost for services shall be subject to renegotiation.

7.2 Billing Procedure. The costs of services will be billed monthly on the first (1st) working day of the month by the County. Payments by the City will be due by the end of the current month. Monthly payments that are not paid within the above time period shall be considered delinquent. Delinquent charges shall accrue interest on the unpaid balance, from the date of delinquency until paid, at an interest rate of one half of one percent (.5%) per month. If an amount is

in dispute, the City will send payment for the undisputed amount according to the above schedule. Amounts in dispute will not be charged a delinquent penalty until one month after the dispute has been resolved.

7-3 Payments. Payments shall be made to:

Pierce County
Attention: Business Unit
County-City Building, 1st Floor
930 Tacoma Avenue
Tacoma, WA 98402

8. CITY RESPONSIBILITIES

In support of the County providing the services described in Sections 1 and 2 above) the City agrees to do the following:

8.1 Municipal Authority. The City will hereby confer municipal police authority on the Contract Chief, who will be vested with the authority to enforce City ordinances within City boundaries and provide general law enforcement services for purposes of carrying out this Agreement.

8.2 Special Supplies. To supply, at its own cost and expense, any special supplies, stationery, notices, forms, and the like where such must be issued in the name of the City.

9. CONTRACT ADMINISTRATION

9.1 City Council. The Fircrest Council will review issues of policy and confidential matters relating to law enforcement services within the City.

9.2 Daily Operations. The City Manager, shall be responsible for communicating with the Contract Chief as to the general direction and daily law enforcement operations within the City.

9.3 Dispute Resolution. In the event of a dispute in the administration of this Agreement, the City Manager shall discuss the dispute with the County Sheriff, who will negotiate with the City Manager. If the City Manager and the Sheriff are unable to reach an agreed upon resolution, the dispute will be referred to the County Executive who will negotiate with the City Manager to resolve the dispute.

- 9.4 Arbitration of Disputes. If, after following the dispute resolution procedure described herein, the Mayor and the County Executive are unable to resolve a claim arising out of or relating to this Agreement or the alleged breach thereof, the dispute shall be submitted to arbitration in accordance with rules and procedures set forth in Chapter 7.04 RCW. The County and the City will each appoint one arbitrator, who shall then jointly appoint the third. Judgment upon award rendered by the arbitrators may be entered into any court having jurisdiction thereof. The cost of arbitrating the dispute, including attorneys' fees, will be borne equally by both parties.

10. TERM OF CONTRACT AND TERMINATION

This contract shall commence at 12:01 a.m. on June 16, 2023, and shall terminate at midnight on August 31, 2023. If either party desires, this contract may be amended upon such terms as the parties negotiate or may be terminated. Either party may initiate a process to amend or terminate this Agreement as follows:

- 10.1 Written notice. The party desiring to amend or terminate this Agreement shall provide written notice to the other party. Any party deciding to amend or terminate shall provide not less than 60 days prior notice for reasons other than those identified in paragraph 13.
- 10.2 Transition Plan. Upon receipt of such notice, the parties agree to commence work on and to complete within thirty (30) days a transition plan providing for an orderly transition of responsibilities from the County to the City over a minimum time frame of sixty (60) days. The transition plan shall identify and address personnel, capital equipment, workload and other issues related to the transition. Each party shall bear its respective costs in developing a transition
- 10.3 Final notice. Upon completion of a mutually agreed upon transition plan, either party may provide official written notice of its intent to terminate this Agreement, consistent with the contents of the plan.
- 10.4 Return of Equipment. Upon termination of this Agreement, the County shall deliver to the City any equipment that has been paid for with City funds.

11. INDEMNIFICATION AND DEFENSE

The County shall defend, indemnify and save harmless the City, its officers, appointed or elected officials, employees and agents from any and all liability, loss, costs, claims, judgments, or awards of damages and expense including attorney's fees, resulting from the acts or omissions of the County, its officers, appointed or elected officials, employees, or agents associated with this Agreement. In executing this Agreement, the County does not

assume liability or responsibility for or in any way release of the City from any liability or responsibility to the extent that such liability or responsibility arises from the existence or effect of City ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the T own shall satisfy the same, including all chargeable costs and attorney's fees.

The City shall defend, indemnify and hold harmless the County, its officers, appointed or elected officials, employees and agents from any and all liability, loss, costs, claims, judgments or awards of damages and expense including attorney's fees, resulting from the acts or omissions of the City, its officers, appointed or elected officials, employees or agents associated with this Agreement. In executing this Agreement, the City does not assume liability or responsibility for or in any way release the County from any liability or responsibility to the extent that such liability or responsibility arises from the existence or effect of County ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such County ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the County shall defend the same at its sole expense and if judgment is entered or damages are award against the County, the City or both, the County shall satisfy the same, including all chargeable costs and attorney's fees.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the County and the City, its officers, officials, employees, and volunteers, the County's liability hereunder shall be only to the extent of the County's negligence.

The terms of this Section 11 Indemnification and Defense, shall survive the termination or expiration of this Agreement.

12. NO THIRD PARTY BENEFICIARY

The County does not intend by this Agreement to assume any contractual obligations to anyone other than the City, and the City does not intend by this Agreement to assume any contractual obligations to anyone other than the County. The County and the City do not intend that there be any third-party beneficiary to this Agreement and nothing in this Agreement shall be construed to create a liability or a right of indemnification by any third party.

The terms of this Section 12 No Third Party Beneficiary, shall survive the termination or expiration of this Agreement.

13. INSURANCE COVERAGE

The City shall maintain at all times during the course of this Agreement a general liability insurance policy or other comparable coverage with a policy limit of not less than \$2,000,000.00 per occurrence and not less than \$2,000,000.00 aggregate limits.

The County shall maintain at all times during the course of this Agreement a police professional liability and auto liability insurance policy with a self-insured retention of no more than \$2,000,000.00 and a policy limit of not less than \$5,00,000.00 per occurrence and not less than \$5,000,000.00 aggregate limits.

Both parties agree to provide proof of insurance to the other party upon request. Failure to maintain the agreed-upon coverage and or provide proof of the same within two business days after the date of request for proof shall be grounds for immediate termination of the agreement notwithstanding paragraph 10.1.

14. NON-DISCRIMINATION POLICY

The County and the City agree not to discriminate in the performance of this Agreement on the basis of race, color, national origin, sex, sexual orientation, age, religion, creed, marital status, disabled or veteran status, or the presence of any physical, mental, or sensory handicap. The County and the City certify that they are Equal Employment Employers.

15. ASSIGNMENT

Neither the County nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.

16. NOTICE

Any formal notice or communication to be given by the County to the City under this Agreement shall be deemed properly given if delivered, or if mailed postage prepaid and addressed to:

City of Fircrest
ATTN: City Manager
115 Ramsdell Street
Fircrest, WA 98466

Any formal notification or communication to be given by the City to the County under this Agreement shall be deemed properly given if delivered, or if mailed postage prepaid and addressed to:

Pierce County Sheriff's Department
County City Building, 1st Floor
930 Tacoma Avenue South
Tacoma, Washington 98402-2100

Either the City or the County giving notice thereof to the other as herein provided may change the name and address to which notices and communications shall be directed at any time by giving written notice to the other party.

17. COUNTY AS INDEPENDENT CONTRACTOR

County is and shall at all times be deemed to be an independent contractor. No portion of this Agreement shall be construed as creating a relationship of employer and employee, or principal and agent, between the City and the County, or any of the County's agents or employees. The County shall retain all authority for rendition of services, standards of performance, control of contracted employee, and other matters incident to the performance of services by the County pursuant to this Agreement.

Industrial Insurance Coverage: The County shall provide or purchase industrial insurance coverage for its contracted employees prior to performing work under this contract. The City will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Contractor or any subcontractor or employee of the County which might arise under the industrial insurance laws during the performance of duties and services under this contract. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this contract, those payments shall be made by the County; the Contractor shall indemnify the City of Fircrest and guarantee payment of such amounts.

Nothing in this Agreement shall make any employee of the City an employee of the County, or any employee of the County an employee of the City for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded to employees of the County or of the City by virtue of their employment.

18. WAIVER

No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach,

whether of the same or a different provision of the Agreement. No waiver of any right under this Agreement shall be effective unless made in writing by an authorized representative of the party to be bound thereby.

19. ENTIRE AGREEMENT

This Agreement contains all of the agreements of the parties with respect to any matter covered or mentioned in this Agreement. This Agreement supersedes all prior agreements and no prior agreements shall be effective for any purpose.

20. AMENDMENT

Provisions within this Agreement may be amended with the mutual consent of the parties hereto and upon prior written notice to the other party of not less than 60 days. No additions to, or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved, and executed by duly authorized agents of both parties.

21. NO REAL PROPERTY ACQUISITION OR FINANCING

This Agreement does not provide for the joint acquisition, holding or disposal of any real or personal property. Nor does this Agreement contemplate the financing of any joint or cooperative undertaking. There shall be no budget maintained for joint or cooperative undertakings pursuant to this Agreement.

22. FILING

Copies of this Agreement may be filed with the Fircrest City Clerk and the Pierce County Auditor.

23. SEVERABILITY

If any provision of this Agreement shall be held illegal, invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

24. GOVERNING LAW AND VENUE

The parties hereto agree that the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington and in the event of a dispute, the venue for any action brought hereunder shall be in the Pierce County Superior Court.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ of June, 2023.

ACCOUNTS PAYABLE

City Of Fircrest

Time: 09:31:30 Date: 05/19/2023

As Of: 05/23/2023

Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
29613	05/15/2023	05/23/2023	4298 AWC Employee Benefit Trust	742.50	06/2023 Retired Medical
	521 22 20 01		LEOFF I Medical Premiums 001 000 521 General Fund	742.50	06/2023 Retired Medical
29564	05/15/2023	05/23/2023	3647 Agrishop, Inc	74.98	New Filler Cap for ROW Weedeater
	542 80 31 01		Oper Supplies - St Beaut 101 000 542 City Street Fund	74.98	New Filler Cap for ROW Weedeater
29610	05/15/2023	05/23/2023	3647 Agrishop, Inc	338.61	Herbicide 2.5 Gallons
	576 80 31 02		Oper Supplies - Parks 001 000 576 General Fund	338.61	Herbicide 2.5 Gallons
			Total Agrishop, Inc	413.59	
29546	05/12/2023	05/23/2023	5895 Amundsen, John	67.00	Library Reimbursement - 1 Year
	572 21 49 00		Library Services 001 000 572 General Fund	67.00	Library Reimbursement - 1 Year
29585	05/15/2023	05/23/2023	7066 Apex Engineering	1,475.00	Task Order 2023-02 PC Sewer Service Area Amendment - April 2023
	535 10 41 00		Prof Svcs - Sewer Admin 430 000 535 Sewer Fund (dep	1,475.00	Task Order 2023-02 PC Sewer Service Area Amendment - April 2023
29565	05/15/2023	05/23/2023	4218 BHC Consultants LLC	11,367.91	G22-03 Comprehensive Plan Update thru 04/21/23
	558 60 41 00		Prof Svcs - Planning 001 000 558 General Fund	11,367.91	G22-03 Comprehensive Plan Update thru 04/21/23
29622	05/17/2023	05/23/2023	4221 Big John's Trophies Inc	319.87	Black Shadow Box - J Cheesman
	521 22 49 00		Miscellaneous - Police 001 000 521 General Fund	319.87	Black Shadow Box - J Cheesman
29602	05/15/2023	05/23/2023	4293 CDW Government Inc	1,041.63	Office 365 Licenses for New Employees (6)
	518 81 49 01		Software Licenses 001 000 518 General Fund	1,041.63	Office 365 Licenses for New Employees (6)
29580	05/15/2023	05/23/2023	5805 CenturyLink (Lumen LD)	12.92	Long Distance Access & Usage 05/2023
	518 10 42 00		Communication - Non Dept 001 000 518 General Fund	12.92	Long Distance Access & Usage 05/2023
29633	05/17/2023	05/23/2023	3994 CenturyLink	679.43	Telecommunications - May 2023
	518 10 42 00		Communication - Non Dept 001 000 518 General Fund	223.68	City Hall Alarm & Fax (2) - 05/2023
	521 22 42 00		Communication - Police 001 000 521 General Fund	237.44	Police BA/Modem & Fax - 05/2023
	531 50 42 00		Communication - Storm 415 000 531 Storm Drain	18.64	PW Alarm - 05/2023
	531 50 42 00		Communication - Storm 415 000 531 Storm Drain	19.69	PW Fax - 05/2023
	534 10 42 00		Communication - Water Adr 425 000 534 Water Fund (dep	18.64	PW Alarm - 05/2023
	534 10 42 00		Communication - Water Adr 425 000 534 Water Fund (dep	32.50	PW DSL/Telemetry - 05/2023

ACCOUNTS PAYABLE

City Of Fircrest

Time: 09:31:30 Date: 05/19/2023

As Of: 05/23/2023

Page: 2

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
534 10 42 00	Communication - Water Adr		425 000 534 Water Fund (de	19.69	PW Fax - 05/2023
535 10 42 01	Communication - Sewer Adr		430 000 535 Sewer Fund (de	18.64	PW Alarm - 05/2023
535 10 42 01	Communication - Sewer Adr		430 000 535 Sewer Fund (de	32.50	PW DSL/Telemetry - 05/2023
535 10 42 01	Communication - Sewer Adr		430 000 535 Sewer Fund (de	19.69	PW Fax - 05/2023
542 30 42 00	Communication - Street Reç		101 000 542 City Street Fund	18.64	PW Alarm - 05/2023
542 30 42 00	Communication - Street Reç		101 000 542 City Street Fund	19.68	PW Fax - 05/2023
29617	05/17/2023	05/23/2023	331 Cheesman, John G	1,029.12	Pizza With a Cop - 05/10/23
	521 22 49 05	Reimbursable Programs	001 000 521 General Fund	1,029.12	Pizza With a Cop - 05/10/23
29618	05/17/2023	05/23/2023	331 Cheesman, John G	71.32	Gym Fee Reimbursement - Jan - May 2023
	521 22 20 00	Personnel Benefits - Police	001 000 521 General Fund	67.75	Gym Fee Reimbursement - Jan - May 2023
	525 60 20 00	Personnel Benefits - Emg M	001 000 525 General Fund	3.57	Gym Fee Reimbursement - Jan - May 2023
Total Cheesman, John G				1,100.44	
29628	05/17/2023	05/23/2023	4325 City Treasurer-Tacoma-SEWER	333,027.99	1st Qtr 2023 - Sewer Treatment
	535 60 44 02	Sewage Treatment	430 000 535 Sewer Fund (de	333,027.99	1st Qtr 2023 - Sewer Treatment
29556	05/12/2023	05/23/2023	4324 City Treasurer-Tacoma	66,240.67	Fire/EMS - June 2023
	522 20 40 00	Tacoma Contract - Fire	001 000 522 General Fund	19,404.00	Fire - 06/2023
	522 20 41 00	Tacoma Contract - EMS	001 000 522 General Fund	46,836.67	EMS - 06/2023
29603	05/15/2023	05/23/2023	3555 Code Publishing Co	876.70	Web Update - Ordinances 1692-1706
	511 60 49 03	Codification Costs	001 000 511 General Fund	876.70	Web Update - Ordinances 1692-1706
29615	05/15/2023	05/23/2023	10296 CodePros, LLC	9,295.37	Building Official/Inspection Services - Jan-Apr 2023
	524 20 41 01	Bldg Inspec/Plan Review	001 000 524 General Fund	9,295.37	Building Official/Inspection Services - Jan-Apr 2023
29561	05/12/2023	05/23/2023	10384 Colin Baenziger & Associates	2,500.00	City Manager Recruitment Services - Phases IV & V
	513 10 41 00	Prof Svcs - Admin	001 000 513 General Fund	2,500.00	City Manager Recruitment Services - Phases IV & V
29623	05/17/2023	05/23/2023	3573 Copiers Northwest Inc	33.73	Copier Usage 04/14/23-05/13/23
	521 22 45 00	Oper Rentals - Copier - Polic	001 000 521 General Fund	33.73	Copier Usage 04/14/23-05/13/23
29571	05/16/2023	05/23/2023	1504 Daugherty TTEE, Robert Tanner	308.66	02-02110.0 - 208 COLUMBIA AVE
	343 10 00 00	Storm Drain Revenues	415 000 340 Storm Drain	-86.67	

ACCOUNTS PAYABLE

City Of Fircrest

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343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-57.44	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-164.55	
29581	05/15/2023	05/23/2023	3593 Dept Of Commerce	174,422.16	PWTF Contract #PC-12-951-039 Principal & Interest Payment
591 35 78 02	Principal Loan Payment - Se		430 000 591 Sewer Fund (de	170,584.02	PWTF Contract #PC-12-951-039 Principal Payment
592 35 83 01	Interest Payment - Loan		430 000 591 Sewer Fund (de	3,838.14	PWTF Contract #PC-12-951-039 Interest Payment
29629	05/17/2023	05/23/2023	4310 Dept Of Revenue-EXCISE TAX	18,492.34	April 2023 Excise Taxes
518 20 43 01	Excise Tax - Time/Temp Ren		001 000 518 General Fund	3.30	April 2023 Excise Taxes
531 50 44 00	Excise Tax - Storm		415 000 531 Storm Drain	1,531.16	April 2023 Excise Taxes
534 10 44 00	Excise Tax - Water		425 000 534 Water Fund (de	3.75	April 2023 Excise Taxes
534 10 44 00	Excise Tax - Water		425 000 534 Water Fund (de	240.68	April 2023 Excise Taxes
534 10 44 00	Excise Tax - Water		425 000 534 Water Fund (de	7,203.10	April 2023 Excise Taxes
535 10 44 00	Excise Tax - Sewer		430 000 535 Sewer Fund (de	2,167.37	April 2023 Excise Taxes
535 10 44 00	Excise Tax - Sewer		430 000 535 Sewer Fund (de	6,896.13	April 2023 Excise Taxes
571 20 43 00	Excise Tax - Participation Fer		001 000 571 General Fund	17.80	April 2023 Excise Taxes
573 90 49 01	Community Events		001 000 573 General Fund	33.80	April 2023 Excise Taxes
576 20 43 00	Excise Tax - Pool Revenue		001 000 576 General Fund	361.25	April 2023 Excise Taxes
576 80 31 02	Oper Supplies - Parks		001 000 576 General Fund	34.00	April 2023 Excise Taxes
29573	05/15/2023	05/23/2023	10406 Derouin, Micaela	75.00	Security Deposit Refund - Derouin - 04/29/23
582 10 00 00	Deposit Refunds		001 000 580 General Fund	75.00	Security Deposit Refund - Derouin - 04/29/23
29544	05/11/2023	05/23/2023	9254 Doyle Printing Company	396.00	5,000 - #10 Window Envelopes (Fircrest-Ruston Municipal Court)
512 51 31 00	Office & Oper Sup - Court		001 000 512 General Fund	396.00	5,000 - #10 Window Envelopes (Fircrest-Ruston Municipal Court)
29616	05/17/2023	05/23/2023	3611 Drain-Pro Inc	2,317.15	Alameda Liftstation Cleaning
535 50 48 00	Rep & Maint - Sewer Maint		430 000 535 Sewer Fund (de	2,317.15	Alameda Liftstation Cleaning
29563	05/15/2023	05/23/2023	3612 DrainTech Northwest, L.L.C.	1,072.50	City Mainline Clear Blockage @ 501 Alameda
535 50 48 00	Rep & Maint - Sewer Maint		430 000 535 Sewer Fund (de	1,072.50	City Mainline Clear Blockage @ 501 Alameda
29553	05/12/2023	05/23/2023	4858 Ewing Irrigation Products Inc	33.33	Baseline Marker Chalk
576 80 31 02	Oper Supplies - Parks		001 000 576 General Fund	33.33	Baseline Marker Chalk
29554	05/12/2023	05/23/2023	4858 Ewing Irrigation Products Inc	740.57	Chalk Liner for Baseball Fields

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	576 80 35 00	Small Tools & Equip - Parks	001 000 576 General Fund	740.57	Chalk Liner for Baseball Fields
29567	05/15/2023	05/23/2023	4858 Ewing Irrigation Products Inc	42.08	Irrigation Repair Parts - Parks
	576 80 31 02	Oper Supplies - Parks	001 000 576 General Fund	42.08	Irrigation Repair Parts - Parks
29568	05/15/2023	05/23/2023	4858 Ewing Irrigation Products Inc	443.60	Irrigation Repair Parts - Parks
	576 80 31 02	Oper Supplies - Parks	001 000 576 General Fund	443.60	Irrigation Repair Parts - Parks
Total Ewing Irrigation Products Inc				1,259.58	
29593	05/15/2023	05/23/2023	10407 Federal Eastern International, LLC	31,724.00	ASPIS 20x30 Shield with Viewpoint and Light (10)
	594 21 64 00	Machinery & Equipment - P	001 000 521 General Fund	31,724.00	ASPIS 20x30 Shield with Viewpoint and Light (10)
29582	05/15/2023	05/23/2023	3636 Ferguson Waterworks, #3011	169.53	Repair Parts for Yale/Del Monte Water Valve Leak
	534 80 31 02	Oper Supplies - Water Gen (425 000 534 Water Fund (de	169.53	Repair Parts for Yale/Del Monte Water Valve Leak
29584	05/15/2023	05/23/2023	3636 Ferguson Waterworks, #3011	126.50	New Water Exchange Meters
	594 34 63 01	Other Improvements - Wate	426 000 594 Water Improven	126.50	New Water Exchange Meters
Total Ferguson Waterworks, #3011				296.03	
29575	05/16/2023	05/23/2023	10055 Foster, Alyssa	136.92	02-02800.2 - 710 PRINCETON ST
	343 10 00 00	Storm Drain Revenues	415 000 340 Storm Drain	-30.35	
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (de	-33.20	
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	-73.37	
29550	05/12/2023	05/23/2023	9338 Fuelman Fleet Program	2,046.10	Gas/Fuel April 2023
	548 65 31 06	Gas - Facilities	501 000 548 Equipment Rent	143.46	Facilities 04/2023
	548 65 31 08	Gas - Police	501 000 548 Equipment Rent	932.78	Police 04/2023
	548 65 31 11	Gas - Parks/Rec	501 000 548 Equipment Rent	175.06	Parks 04/2023
	548 65 31 12	Gas - Street	501 000 548 Equipment Rent	557.94	Street 04/2023
	548 65 31 14	Gas - Water/Sewer	501 000 548 Equipment Rent	236.86	W/S 04/2023
29558	05/12/2023	05/23/2023	9748 Geiger	841.96	Pet Treat Pouch for Furry 4K (Qty 110)
	573 90 49 01	Community Events	001 000 573 General Fund	841.96	Pet Treat Pouch for Furry 4K (Qty 110)
29566	05/15/2023	05/23/2023	3666 Grainger Inc, Dept 826129041	292.99	Toilet Repair
	518 30 31 04	Oper Supplies - CH	001 000 518 General Fund	292.99	Toilet Repair

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29527	05/11/2023	05/23/2023	6774 Greenleaf Landscaping 1 Inc	1,608.75	Install Fine Bark Around Pool Area Beds
	576 80 48 00	Rep & Maint - Parks	001 000 576 General Fund	1,608.75	Install Fine Bark Around Pool Area Beds
29630	05/17/2023	05/23/2023	6229 Holt Services Inc	50,338.75	Well #8 - Replace Screen, Video, Reinstall Well & Other Repairs
	534 50 48 01	Rep & Maint - Water Maint	425 000 534 Water Fund (de	50,338.75	Well #8 - Replace Screen, Video, Reinstall Well & Other Repairs
29587	05/15/2023	05/23/2023	3692 Home Depot Credit Services	571.35	Wrench Kit & Battery
	531 50 35 00	Small Tools & Equip - Storm	415 000 531 Storm Drain	142.84	Wrench Kit & Battery
	534 80 35 00	Small Tools & Equip - Water	425 000 534 Water Fund (de	142.84	Wrench Kit & Battery
	535 80 35 00	Small Tools & Equip - Sewer	430 000 535 Sewer Fund (de	142.83	Wrench Kit & Battery
	542 30 35 00	Small Tools & Equip - Street	101 000 542 City Street Fund	142.84	Wrench Kit & Battery
29588	05/15/2023	05/23/2023	3692 Home Depot Credit Services	113.39	Community Event Supplies
	573 90 49 01	Community Events	001 000 573 General Fund	113.39	Community Event Supplies
29606	05/15/2023	05/23/2023	3692 Home Depot Credit Services	6.33	Toilet Repair Parts
	518 30 31 04	Oper Supplies - CH	001 000 518 General Fund	6.33	Toilet Repair Parts
29607	05/15/2023	05/23/2023	3692 Home Depot Credit Services	92.14	Lock Boxes for Bathrooms
	518 30 31 05	Oper Supplies - Parks Struct	001 000 518 General Fund	92.14	Lock Boxes for Bathrooms
29608	05/15/2023	05/23/2023	3692 Home Depot Credit Services	2.18	Toilet Repair Parts
	518 30 31 04	Oper Supplies - CH	001 000 518 General Fund	2.18	Toilet Repair Parts
29609	05/15/2023	05/23/2023	3692 Home Depot Credit Services	44.10	Lock Box for Master Key for Police
	576 20 49 02	Miscellaneous - Pool	001 000 576 General Fund	44.10	Lock Box for Master Key for Police
Total Home Depot Credit Services				829.49	
29604	05/15/2023	05/23/2023	10408 Hunt's Services	55.00	Refund - 1540 Twinberry - Withdrew Application
	322 10 00 01	Mechanical Permit	001 000 320 General Fund	-55.00	Refund - 1540 Twinberry - Withdrew Application
29548	05/12/2023	05/23/2023	8122 Jean, Robert W.	6,250.00	Acting City Manager Services - May 2023 (1st payment)
	513 10 41 00	Prof Svcs - Admin	001 000 513 General Fund	6,250.00	Acting City Manager Services - May 2023 (1st payment)

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29538	05/11/2023	05/23/2023	9817 Kenyon Disend	2,744.50	Attorney Services - April 2023
	518 11 41 00	Prof Svcs - Personnel	001 000 518 General Fund	2,744.50	Attorney Services - April 2023
29539	05/11/2023	05/23/2023	9817 Kenyon Disend	5,234.40	Attorney Services - April 2023
	515 41 41 01	City Attorney	001 000 515 General Fund	5,234.40	Attorney Services - April 2023
Total Kenyon Disend				7,978.90	
29572	05/16/2023	05/23/2023	9809 Lane, Jennifer	259.72	07-03220.0 - 1092 11TH TEE DR
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (de	-88.82	
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	-170.90	
29570	05/16/2023	05/23/2023	8524 Lapp, John	272.07	02-00740.1 - 363 DEL MONTE AVE
	343 10 00 00	Storm Drain Revenues	415 000 340 Storm Drain	-70.89	
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (de	-69.01	
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	-132.17	
29632	05/17/2023	05/23/2023	10411 Loonie Times, Inc.	3,412.50	1st Half Payment for Custom Murphy Costume
	573 90 49 01	Community Events	001 000 573 General Fund	3,412.50	1st Half Payment for Custom Murphy Costume
29589	05/15/2023	05/23/2023	3791 Lowe's Company-#338954	41.90	Nut Driver Set
	534 80 35 00	Small Tools & Equip - Water	425 000 534 Water Fund (de	41.90	Nut Driver Set
29614	05/15/2023	05/23/2023	3791 Lowe's Company-#338954	29.30	Photocell for Island Lights
	542 63 31 00	Oper Supplies - St Light	101 000 542 City Street Fund	29.30	Photocell for Island Lights
Total Lowe's Company-#338954				71.20	
29576	05/16/2023	05/23/2023	9000 Malcolm, Laura	92.88	12-00450.1 - 4407 60TH AVE W
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	-92.88	
29583	05/15/2023	05/23/2023	6639 McClain's Soil Supply	40.81	Top Soil (1 Yd) For Water Main Repairs
	534 80 31 02	Oper Supplies - Water Gen (425 000 534 Water Fund (de	40.81	Top Soil (1 Yd) For Water Main Repairs
29619	05/17/2023	05/23/2023	8642 Olivarez, Samantha N	368.15	CLJ Court Administrator Academy - Mileage & Meals - S. Olivarez

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512 51 43 00	Travel - Court		001 000 512 General Fund	368.15	CLJ Court Administrator Academy - Mileage & Meals - S. Olivarez
29526	05/11/2023	05/23/2023	3923 Orca Pacific Inc	3,571.15	Hypochlorite Solution (660 Gal); Muriatic Acid (30 Gal)
576 20 31 01	Oper Supplies - Pool Chemi		001 000 576 General Fund	3,571.15	Hypochlorite Solution (660 Gal); Muriatic Acid (30 Gal)
29535	05/11/2023	05/23/2023	10244 Owen Kari, DBA ASL Professionals	217.08	ASL Services 4/25/23 Council Meeting (2 Hr plus Mileage)
511 60 41 00	Prof Svcs - Legis		001 000 511 General Fund	217.08	ASL Services 4/25/23 Council Meeting (2 Hr plus Mileage)
29541	05/11/2023	05/23/2023	3957 PC Budget & Finance	137.50	March 2023 Radio Repair (1 unit)
521 22 41 00	Prof Svcs - Police		001 000 521 General Fund	137.50	March 2023 Radio Repair (1 unit)
29591	05/15/2023	05/23/2023	3957 PC Budget & Finance	542.44	1st Qtr 2023 Liquor Tax
566 66 49 00	Substance Abuse Fee		001 000 566 General Fund	542.44	1st Qtr 2023 Liquor Tax
Total PC Budget & Finance				679.94	
29528	05/11/2023	05/23/2023	3961 PCRCD, LLC dba LRI-HV	784.67	Dump Fees - Street Sweeping - April 2023
531 50 47 01	Dumping Fees - Storm		415 000 531 Storm Drain	784.67	Dump Fees - Street Sweeping - April 2023
29624	05/17/2023	05/23/2023	8993 Pacific Office Automation - A/R	317.80	Copier Usage - 02/01/23-03/01/23 - CH, Ct, PW, P/R
512 51 45 00	Oper Rentals - Copier - Cou		001 000 512 General Fund	17.29	Court 02/01/23-03/01/23
518 10 45 00	Oper Rentals - Copier - Non		001 000 518 General Fund	171.19	City Hall 02/01/23-03/01/23
531 50 45 00	Oper Rentals - Copier - Stor		415 000 531 Storm Drain	16.07	Storm 02/01/23-03/01/23
534 10 45 02	Oper Rentals - Copier - Wat		425 000 534 Water Fund (de	16.07	Water 02/01/23-03/01/23
535 10 45 00	Oper Rentals - Copier - Sew		430 000 535 Sewer Fund (de	16.07	Sewer 02/01/23-03/01/23
542 30 45 00	Oper Rentals - Copier - Stre		101 000 542 City Street Fund	16.07	Street 02/01/23-03/01/23
571 10 45 01	Oper Rentals - Copier - Rec		001 000 571 General Fund	58.53	Rec 02/01/23-03/01/23
576 80 45 00	Oper Rentals - Copier - Park		001 000 576 General Fund	6.51	Parks 02/01/23-03/01/23
29625	05/17/2023	05/23/2023	8993 Pacific Office Automation - A/R	328.37	Copier Usage 03/01/23-04/01/23 - CH, Ct, PW, P/R
512 51 45 00	Oper Rentals - Copier - Cou		001 000 512 General Fund	17.88	Court 03/01/23-04/01/23
518 10 45 00	Oper Rentals - Copier - Non		001 000 518 General Fund	176.90	City Hall 03/01/23-04/01/23
531 50 45 00	Oper Rentals - Copier - Stor		415 000 531 Storm Drain	16.60	Storm 03/01/23-04/01/23

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534 10 45 02	Oper Rentals - Copier - Wat		425 000 534 Water Fund (dep	16.59	Water 03/01/23-04/01/23
535 10 45 00	Oper Rentals - Copier - Sew		430 000 535 Sewer Fund (dep	16.59	Sewer 03/01/23-04/01/23
542 30 45 00	Oper Rentals - Copier - Stre		101 000 542 City Street Fund	16.60	Street 03/01/23-04/01/23
571 10 45 01	Oper Rentals - Copier - Rec		001 000 571 General Fund	60.49	Rec 03/01/23-04/01/23
576 80 45 00	Oper Rentals - Copier - Park		001 000 576 General Fund	6.72	Parks 03/01/23-04/01/23
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29626	05/17/2023	05/23/2023	8993 Pacific Office Automation - A/R	317.71	Copier Usage 04/01/23-05/01/23 - CH, Ct, PW, P/R
512 51 45 00	Oper Rentals - Copier - Cou		001 000 512 General Fund	17.29	Court 04/01/23-05/01/23
518 10 45 00	Oper Rentals - Copier - Non		001 000 518 General Fund	171.15	City Hall 04/01/23-05/01/23
531 50 45 00	Oper Rentals - Copier - Stor		415 000 531 Storm Drain	16.05	Storm 04/01/23-05/01/23
534 10 45 02	Oper Rentals - Copier - Wat		425 000 534 Water Fund (dep	16.06	Water 04/01/23-05/01/23
535 10 45 00	Oper Rentals - Copier - Sew		430 000 535 Sewer Fund (dep	16.06	Sewer 04/01/23-05/01/23
542 30 45 00	Oper Rentals - Copier - Stre		101 000 542 City Street Fund	16.05	Street 04/01/23-05/01/23
571 10 45 01	Oper Rentals - Copier - Rec		001 000 571 General Fund	58.54	Rec 04/01/23-05/01/23
576 80 45 00	Oper Rentals - Copier - Park		001 000 576 General Fund	6.51	Parks 04/01/23-05/01/23
<hr/>					
			Total Pacific Office Automation - A/R	963.88	
29605	05/15/2023	05/23/2023	4680 Parametrix Engineering	1,155.00	P#64 Prof Services through 04/01/23
594 76 62 03	Buildings & Structures - PBC		301 000 594 Park Bond Capit	1,155.00	P#64 Prof Services through 04/01/23
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29621	05/17/2023	05/23/2023	3955 Petrocard Systems Inc	602.15	Gas/Fuel - May 2023
548 65 31 12	Gas - Street		501 000 548 Equipment Rent	165.46	Street - 05/2023
548 65 31 13	Gas - Storm		501 000 548 Equipment Rent	34.63	Storm - 05/2023
548 65 31 14	Gas - Water/Sewer		501 000 548 Equipment Rent	402.06	W/S - 05/2023
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29549	05/12/2023	05/23/2023	3956 Petty Cash-Chambers	59.71	Petty Cash Reimbursement 05/23/23
521 10 31 00	Office Supplies - Civil Svc		001 000 521 General Fund	8.81	Civil Service Supplies - Timer
521 10 49 00	Miscellaneous - Civil Svc		001 000 521 General Fund	48.06	Snacks/Drinks for Police Chief Panel & Sgt. Oral Board
534 80 41 00	Water Testing		425 000 534 Water Fund (dep	2.84	Distilled Water for Fluoride Testing (2 gal)
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29562	05/15/2023	05/23/2023	10221 Petty Cash-ParksRec	113.00	Petty Cash Reimbursement 05/23/23
571 10 31 02	Senior Program Supplies		001 000 571 General Fund	113.00	Senior Morning Supplies
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29537	05/11/2023	05/23/2023	10209 Polly L. MacLean, CSC	361.65	ASL Interpreting 4/11 & 4/25 Council Meeting (4 hrs plus mileage)
511 60 41 00	Prof Svcs - Legisl		001 000 511 General Fund	361.65	ASL Interpreting 4/11 & 4/25 Council Meeting (4 hrs plus mileage)

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29559	05/12/2023	05/23/2023	10161 Print NW	1,876.81	Fircrest Fun Days Banner
	573 90 49 01	Community Events	001 000 573	1,876.81	Fircrest Fun Days Banner
29530	05/11/2023	05/23/2023	3982 Proforce Law Enforcement, Corp. Office	142.54	Sig Sauer Romeo Compact Red Dot Sight
	521 22 49 04	CJF Programs	001 000 521	142.54	Sig Sauer Romeo Compact Red Dot Sight
29531	05/11/2023	05/23/2023	3982 Proforce Law Enforcement, Corp. Office	590.40	Sig Sauer Romeo Compact Red Dot Sight (2); Long Gun Light Kit (3)
	521 22 49 04	CJF Programs	001 000 521	590.40	Sig Sauer Romeo Compact Red Dot Sight (2); Long Gun Light Kit (3)
Total Proforce Law Enforcement, Corp. Office				732.94	
29536	05/11/2023	05/23/2023	4828 Protect Youth Sports	229.95	Background Checks for Youth Baseball Coaches
	518 11 41 00	Prof Svcs - Personnel	001 000 518	229.95	Background Checks for Youth Baseball Coaches
29543	05/11/2023	05/23/2023	7614 Prothman	807.76	Police Chief Search - Reimbursable Expenses - Shipping and Copies
	521 22 41 00	Prof Svcs - Police	001 000 521	807.76	Police Chief Search - Reimbursable Expenses - Shipping and Copies
29611	05/15/2023	05/23/2023	7614 Prothman	6,500.00	Police Chief Search - 3rd of 3 Professional Fee Installments
	521 22 41 00	Prof Svcs - Police	001 000 521	6,500.00	Police Chief Search - 3rd of 3 Professional Fee Installments
Total Prothman				7,307.76	
29542	05/11/2023	05/23/2023	3986 Puget Sound Energy, BOT-01H	263.88	Natural Gas - City Hall April 2023
	518 30 47 00	Public Utility Services - City	001 000 518	263.88	Natural Gas - City Hall April 2023
29545	05/12/2023	05/23/2023	3986 Puget Sound Energy, BOT-01H	173.76	Natural Gas - PW - Apr 2023
	531 50 47 02	Public Utility Services - Bldg	415 000 531	43.44	Natural Gas - PW - Apr 2023
	534 10 47 00	Utility Services/Building - W	425 000 534	43.44	Natural Gas - PW - Apr 2023
	535 10 47 00	Utility Services/Building - Se	430 000 535	43.44	Natural Gas - PW - Apr 2023
	542 30 47 02	Electricity & Gas/Bldg - Stre	101 000 542	43.44	Natural Gas - PW - Apr 2023

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			Total Puget Sound Energy, BOT-01H	437.64	
29557	05/12/2023	05/23/2023	9360 RecDesk LLC	5,200.00	RecDesk Software Annual Subscription - 6/1/23 - 5/31/24
	571 10 41 01	Prof Svcs - Rec	001 000 571 General Fund	3,484.00	RecDesk Software Annual Subscription - 6/1/23 - 5/31/24
	576 20 41 00	Prof Svcs - Pool	001 000 576 General Fund	1,716.00	RecDesk Software Annual Subscription - 6/1/23 - 5/31/24
29555	05/12/2023	05/23/2023	4004 Reserve Account	2,000.00	#15690704 Postage Meter Refill - May 2023
	518 10 42 01	Postage - Non Dept	001 000 518 General Fund	2,000.00	#15690704 Postage Meter Refill - May 2023
29590	05/15/2023	05/23/2023	8893 Right Systems INC	3,685.00	IT Managed Services - May 2023
	518 81 41 01	Prof Svcs - I/S	001 000 518 General Fund	3,685.00	IT Managed Services - May 2023
29529	05/11/2023	05/23/2023	337 Roberts, Christopher	25.00	Gym Fees Reimbursement - April 2023
	521 22 20 00	Personnel Benefits - Police	001 000 521 General Fund	25.00	Gym Fees Reimbursement - April 2023
29560	05/12/2023	05/23/2023	10398 Rubke, Patricia	721.00	Barre Classes (Beginning Barre, Barre HIIT, Barre) 04/01/23-04/30/23
	571 20 49 06	Instructor Fees	001 000 571 General Fund	721.00	Barre Classes (Beginning Barre, Barre HIIT, Barre) 04/01/23-04/30/23
29574	05/16/2023	05/23/2023	10037 Shipley, John	144.46	01-00340.0 - 419 HARVARD AVE
	343 10 00 00	Storm Drain Revenues	415 000 340 Storm Drain	-32.02	
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (de	-35.03	
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	-77.41	
29569	05/15/2023	05/23/2023	4060 Sir Speedy	121.00	Furry 4K Cards (500)
	573 90 49 01	Community Events	001 000 573 General Fund	121.00	Furry 4K Cards (500)
29620	05/17/2023	05/23/2023	4068 Smith, Wayne	1,519.53	LEOFF 1 Medical Services - 8/17/22
	521 22 20 03	LEOFF I Other Medical Costs	001 000 521 General Fund	1,519.53	LEOFF 1 Medical Services - 8/17/22
29631	05/17/2023	05/23/2023	10410 Sound Christian Academy	100.00	Security Deposit Refund - Sound Christian Academy - 05/06/23
	582 10 00 00	Deposit Refunds	001 000 580 General Fund	100.00	Security Deposit Refund - Sound Christian Academy - 05/06/23

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
29540	05/11/2023	05/23/2023	4084 Staples Business Advantage	782.19	Office Chairs (4) - Police
	521 22 35 00	Small Tools & Equip - Police	001 000 521 General Fund	782.19	Office Chairs (4) - Police
29592	05/15/2023	05/23/2023	4084 Staples Business Advantage	89.32	Office Supplies - Central
	518 10 34 01	Office Supplies - Central	001 000 518 General Fund	89.32	Office Supplies - Central
Total Staples Business Advantage				871.51	
29594	05/15/2023	05/23/2023	4110 Superior Linen Service	49.07	Linen Service 04/21/23 - Public Works
	518 30 48 03	Rep & Maint - PW	001 000 518 General Fund	49.07	Linen Service 04/21/23 - Public Works
29595	05/15/2023	05/23/2023	4110 Superior Linen Service	49.07	Linen Service 04/05/23 - Public Works
	518 30 48 03	Rep & Maint - PW	001 000 518 General Fund	49.07	Linen Service 04/05/23 - Public Works
29596	05/15/2023	05/23/2023	4110 Superior Linen Service	81.33	Linen Service 04/21/23 - City Hall
	518 30 48 02	Rep & Maint - City Hall	001 000 518 General Fund	81.33	Linen Service 04/21/23 - City Hall
29597	05/15/2023	05/23/2023	4110 Superior Linen Service	81.33	Linen Service 04/06/23 - City Hall
	518 30 48 02	Rep & Maint - City Hall	001 000 518 General Fund	81.33	Linen Service 04/06/23 - City Hall
29598	05/15/2023	05/23/2023	4110 Superior Linen Service	124.66	Linen Service 04/19/23 - Rec Center
	518 30 48 01	Rep & Maint - Rec Bldg	001 000 518 General Fund	124.66	Linen Service 04/19/23 - Rec Center
29599	05/15/2023	05/23/2023	4110 Superior Linen Service	129.75	Linen Service 04/05/23 - Rec Center
	518 30 48 01	Rep & Maint - Rec Bldg	001 000 518 General Fund	129.75	Linen Service 04/05/23 - Rec Center
29600	05/15/2023	05/23/2023	4110 Superior Linen Service	55.76	Linen Service 04/05/23 - Pool
	576 20 49 02	Miscellaneous - Pool	001 000 576 General Fund	55.76	Linen Service 04/05/23 - Pool
29601	05/15/2023	05/23/2023	4110 Superior Linen Service	55.76	Linen Service 04/19/23 - Pool
	576 20 49 02	Miscellaneous - Pool	001 000 576 General Fund	55.76	Linen Service 04/19/23 - Pool
Total Superior Linen Service				626.73	
29551	05/12/2023	05/23/2023	4120 Tacoma Daily Index	35.63	Civil Service Advertising
	521 10 41 01	Advertising - Civil Svc	001 000 521 General Fund	35.63	Civil Service Advertising

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29577	05/15/2023	05/23/2023	6950 Tacoma Trophy	193.60	P#64 - Plaques for Kokich Statues
	594 76 62 03	Buildings & Structures - PBC	301 000 594	193.60	P#64 - Plaques for Kokich Statues
29578	05/15/2023	05/23/2023	6950 Tacoma Trophy	412.50	Dash Plates for Fircrest Car Show (375)
	573 90 49 01	Community Events	001 000 573	412.50	Dash Plates for Fircrest Car Show (375)
Total Tacoma Trophy				606.10	
29634	05/17/2023	05/23/2023	4322 Tacoma, City of - POWER	14,085.94	Power - Various Locations - April 2023
	518 30 47 00	Public Utility Services - City I	001 000 518	748.88	City Hall Power 04/2023
	531 50 47 02	Public Utility Services - Bldg	415 000 531	104.29	PW Power 04/2023
	534 10 47 00	Utility Services/Building - W.	425 000 534	104.28	PW Power 04/2023
	534 80 47 01	Utility Services/Pumping	425 000 534	7,347.31	PW, Well #4, #6, #7, #8 & #9 & Golf Course Tank 04/2023
	535 10 47 00	Utility Services/Building - Se	430 000 535	104.28	PW Power 04/2023
	535 80 47 01	Utility Services/Pumping	430 000 535	1,470.79	Pumps/LS Power 04/2023
	542 30 47 02	Electricity & Gas/Bldg - Stre	101 000 542	104.29	PW Power 04/2023
	542 30 47 03	Electricity/Traffic Lights	101 000 542	94.11	Traffic Control 04/2023
	542 63 47 00	Electricity/Street Lights	101 000 542	1,286.01	Street Lights 04/2023
	548 65 47 00	Utility Services/Building - Sh	501 000 548	99.45	F&E Garage Power 04/2023
	571 10 47 00	Public Utility Services - Rec	001 000 571	1,012.51	Rec Center Power 04/2023
	576 80 47 00	Public Utility Services - Park:	001 000 576	1,609.74	Parks Power - 04/2023
29579	05/15/2023	05/23/2023	10212 Triple Impact Coaching LLC	3,797.50	Basketball Clinic - Wednesday Workouts & Spring Break Clinics - 03/15/23-04/12/23
	571 20 49 06	Instructor Fees	001 000 571	3,797.50	Basketball Clinic - Wednesday Workouts & Spring Break Clinics - 03/15/23-04/12/23
29547	05/12/2023	05/23/2023	10013 Truong, John	199.87	Reimbursement for Pizza with a Cop Supplies
	521 22 49 05	Reimbursable Programs	001 000 521	199.87	Reimbursement for Pizza with a Cop Supplies
29627	05/17/2023	05/23/2023	8484 US Bank, Recreation Dept Account	2,139.76	P-Card Charges thru 05/10/23
	571 10 31 00	Office Supplies - Rec	001 000 571	118.79	Printer Ink
	571 10 31 02	Senior Program Supplies	001 000 571	504.57	Senior Morning Supplies
	571 10 35 00	Small Tools & Equip - Rec	001 000 571	54.60	Pickleball Net Cords
	571 10 41 00	Senior Trips	001 000 571	552.00	Senior Trip - Utopian Garden
	571 20 49 09	Youth Baseball	001 000 571	174.64	Youth Baseball Supplies
	573 90 49 01	Community Events	001 000 573	522.85	Community Event Supplies

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	576 80 31 00		Office Supplies - Parks	118.80	Office Supplies
	594 76 62 03		Buildings & Structures - PBC	93.51	P#64 Container Rental 05/2023
29612	05/15/2023	05/23/2023	4237 WCP Solutions	1,586.64	Copy Machine Paper (240 Reams)
	518 10 34 01		Office Supplies - Central	1,586.64	Copy Machine Paper (240 Reams)
29552	05/12/2023	05/23/2023	4231 Water Mgmt Labs Inc	207.00	Coliform Testing - 04/19/23
	534 80 41 00		Water Testing	207.00	Coliform Testing - 04/19/23
29586	05/15/2023	05/23/2023	4231 Water Mgmt Labs Inc	114.00	Fluoride Testing - 04/2023
	534 80 41 00		Water Testing	114.00	Fluoride Testing - 04/2023
			Total Water Mgmt Labs Inc	321.00	
29533	05/11/2023	05/23/2023	4246 Whistle Workwear	397.05	Work Pants (2) & Boots - M Chick
	576 80 49 00		Miscellaneous - Parks	397.05	Work Pants (2) & Boots - M Chick
29534	05/11/2023	05/23/2023	4246 Whistle Workwear	228.29	Work Pants (2), Socks & Boots - M Zych
	518 30 49 00		Miscellaneous - Fac/Equip	228.29	Work Pants (2), Socks & Boots - M Zych
			Total Whistle Workwear	625.34	
29532	05/11/2023	05/23/2023	4256 Winning Seasons	203.61	Polo Shirts - Police
	521 22 49 00		Miscellaneous - Police	203.61	Polo Shirts - Police
			Report Total:	792,163.31	

Fund	
001 General Fund	192,697.86
101 City Street Fund	1,862.01
301 Park Bond Capital Fund	1,442.11
415 Storm Drain	2,913.38
425 Water Fund (department)	66,403.28
426 Water Improvement Fund	126.50
430 Sewer Fund (department)	523,970.47
501 Equipment Rental Fund	2,747.70

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This report has been reviewed by:

REMARKS:

Signature & Title

Date

CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

Mayor Pro Tempore Joe Barrentine called the special meeting to order at 7:45 A.M. and led the Pledge of Allegiance. Councilmembers Hunter T. George, Nikki Bufford, and Jim Andrews were present. It was noted that Councilmembers David M. Viafore, Shannon Reynolds, and Mayor Brett L. Wittner were excused and would arrive at 10:00 A.M.

AGENDA MODIFICATIONS

There were none.

EXECUTIVE SESSION 8 A.M. – 5 P.M. (City Manager Candidate Interviews)

At 7:56 A.M., Barrentine reported that the Council would take a five-minute recess and convene into Executive Session, not exceeding 4 hours per RCW 42.30.110(1)(g) to evaluate an applicant's qualifications for public employment. Acting City Manager Bob Jean, CB&A consultant Lynelle Klein, Scott Jorgensen, Dawn Masko, Mark Burlingame, and Rick Rudometkin were invited to the executive session.

It was noted that Councilmembers Viafore, Reynolds, and Mayor Wittner arrived at 10:00 A.M.

At 12:00 P.M., the Council convened into recess.

At 1:10 P.M., Wittner reported that the Council would reconvene into Executive Session, not to exceed 4 hours per RCW 42.30.110(1)(g) to evaluate an applicant's qualifications for public employment. Scott Jorgensen, Dawn Masko, Mark Burlingame, and Rick Rudometkin were invited to the executive session.

At 5:00 P.M., Wittner reported that the Council would reconvene into recess.

EXECUTIVE SESSION 5:30 P.M.

At 5:30 P.M., Wittner reported that the Council would convene into Executive Session, not to exceed sixty (60) minutes per RCW 42.30.110(1)(g) to evaluate the qualifications of an applicant for public employment. Acting City Manager Bob Jean and CB&A consultant Lynelle Klein were invited to the executive session.

At 5:29 P.M., the Council reconvened for the special meeting. Wittner invited Councilmember comment.

- Viafore stated that the Council interviewed great City Manager candidates and appreciated the process. Viafore reported that he supported Dawn Masko as the next Fircrest City Manager and stated that Masko is knowledgeable in Administration, Public Safety, Public Works, Finance, and the Planning Department. Viafore stated that Masko would be a great asset to the Fircrest community.
- Reynolds stated that the City Manager candidate pool was great and supported Dawn Masko as the next Fircrest City Manager. Reynolds stated that Masko would be a great culture fit and has the experience to assist with any challenges.

- Barrentine stated that the City Manager candidates were great and thanked the staff for their efforts. Barrentine commented that the process was very thorough and supported Dawn Masko as the next City Manager due to her organized thought process and experience.
- George thanked staff and CB&A consultants for their efforts and thanked community members for their feedback. George stated that he enjoyed meeting with all the City Manager candidates and supported Dawn Masko as the next City Manager. George stated that Masko possessed the background, and experience, and focused on staff development.
- Bufford thanked staff for their efforts and thanked the City Manager candidates for their engagement with the community members. Bufford stated that she supported Dawn Masko as the next City Manager due to her team-centered and strategic approach.
- Andrews also thanked the staff for their efforts. Andrews stated that he supported Dawn Masko as the next City Manager due to her approach to strategic planning. Andrews reported that Masko is experienced in goal and budget planning. Andrews also stated that the City Manager candidate pool was great.
- Wittner thanked staff for their efforts and thanked community members for their feedback. Wittner supported Dawn Masko due to her leadership skills.

Viafore MOVED to appoint Dawn Masko as City Manager of the City of Fircrest and authorize the Mayor to execute a contract for adoption at the Tuesday, April 25, 2023, Fircrest City Council meeting; seconded by Bufford. Wittner invited Council comment. Viafore commented on the Masko’s positive future impacts on the City of Fircrest. George thanked Council for their efforts and involvement. Wittner invited public comment; there were none. **The Motion Carried (7-0)**

ADJOURNMENT

Viafore MOVED to adjourn the meeting at 5:58 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 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

Wittner invoked Rule 20. Order of Business in the Fircrest City Council Rules and stated that the Council will modify the agenda to proceed with New Business Item 13B. Approval of the City Manager Contract with Dawn Masko. There were no objections noted by the Council.

NEW BUSINESS

13B. Approval of the City Manager Contract with Dawn Masko

Viafore MOVED to authorize the Mayor to enter into a professional agreement between the City and Dawn Masko to serve as the City Manager; seconded by Barrentine. Wittner invited councilmember comments.

- Andrews stated that the City Manager interview day was long but was a great experience. Andrews congratulated Masko and was glad to know that she accepted the offer.
- Bufford stated that she was thrilled and that the process was great. Masko stood out and is excited to have Masko join the City of Fircrest.
- George thanked the staff and the recruitment firm. George stated that Masko placed first with the public comment cards, staff input, and Council. George welcomed Masko.
- Barrentine stated he is excited to have Masko as the City Manager.
- Reynolds stated she is excited to have Masko as the City Manager and looking forward to working with Masko.
- Viafore stated he is excited to have Masko as the City Manager and acknowledged the unified Council decision to offer Masko the position. Viafore stated that Masko is a superb candidate and welcomed Masko.
- Wittner introduced Acting City Manager Jean. Wittner reported that Masko and Jean will be working collaboratively. Jean stated that Masko is a great fit and reported on her professional experience.

Wittner invited public comment.

- Police Chief Cheesman commented on Masko’s professional experience and welcomed Masko.

Wittner reported on the upcoming Police Chief Community Meet and Greet.

- Vince Navarre, 1205 Del Monte Ave, congratulated Masko and commented on Masko’s professional experience.

Wittner congratulated Masko as the new City Manager.

The Motion Carried (7-0).

Masko introduced herself and stated that she is excited about the opportunity.

CITY MANAGER COMMENTS

None were provided.

DEPARTMENT HEAD COMMENTS

- Interim Finance Director Chambers commented on procedures and processes to trademark and copyright Murphy, the unofficial Fircrest mascot. Viafore commented on the University of Puget Sound’s mascot, Goofy Goose, and its copyright.
- Public Works Director Bemis reported on cellular technology tower leases, sewer backup events, and spraying weed inhibitor at the parks.
- Administrative Services Director Westman reported on the upcoming Planning Commission meeting.

COUNCILMEMBER COMMENTS

- Viafore gave kudos to the Public Works for their diligence in purchasing crosswalks paint early, the Regent’s Blvd island’s tulips, and school crosswalks upkeep. Viafore commented on the number of days until Police Chief Cheesman’s retirement.
- Reynolds; no comment.
- Barrentine thanked staff for their efforts in the City Manager recruitment.
- George thanked staff for their efforts during the City Manager recruitment and onboarding of an Acting City Manager. George stated that Fircrest was awarded \$153,000 for the Electron Way and Contra Costa Ave crosswalk.
- Bufford thanked staff for their efforts during the City Manager recruitment process and Public Works Utility Service Person II Jim Marzano and Salvador Marez for their assistance.
- Andrews thanked the staff and commented on the street sweeper.
- Wittner thanked the meeting attendees.

PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA

Wittner invited public comment. The following individual provided public comment:

- Brian Rybolt, 1036 Daniels Dr, commented on House Bill 1110 and its impacts.
- Vince Navarre, 1205 Del Monte Ave, commented on Washington State Law on drug possession.

COMMITTEE, COMMISSION, AND LIAISON REPORTS

A. Parks & Recreation

Barrentine reported on the community center warranty referrals, pool hire, Fircrest Parks and Recreation Foundation MOU, and the Whittier Park Master Plan RFQ.

B. Pierce County Regional Council

Reynolds provided a brief report on Pierce County Sheriff’s staffing, the Wellfound Behavioral Health Hospital, and House Bill 1110.

C. Public Safety, Courts

Viafore welcomed Honorable Judge John and Pam Miller and provided a brief update on legislation impacting Municipal Courts. Viafore reported on the Police Chief recruitment timeline and the Center St Park and Ride homeless encampment.

D. Street, Water, Sewer, and Storm Drain

Bufford reported on the 44th St lift station project, stormwater pretreatment project, and community outreach.

E. Other Liaison Reports

George provided a brief report on House Bill 1110 and its impacts on Fircrest.

CONSENT CALENDAR

Wittner requested the City Clerk read the Consent Calendar: approval of Voucher No. 219470 through Voucher Check No. 219520 in the amount of \$239,982.08; approval of payroll electronic funds transfer in the amount of \$147,449.96; approval of the February 28, 2023, Regular Meeting minutes as corrected; and approval of the April 17, 2023, Study Session minutes. **Bufford MOVED to approve the Consent Calendar as read; seconded by Barrentine. The Motion Carried (7-0).**

PUBLIC HEARING

A. To receive comments on the proposed text amendments regarding storm drain service charge (FMC 20.16)

At 7:44 P.M., Wittner opened the public hearing. Acting City Manager Jean and Public Works Director Bemis briefed the Council on the proposed text amendments regarding storm drain service charge stating the public hearing was to receive comments on the proposed text amendments. Wittner invited councilmember comments. Comments included multiple attempts to make billing equitable, private development sewer service agreements, and financial impacts.

Wittner invited public testimony:

- Stephen Bader, 1575 Bay Hill Ave, commented on initial development stormwater credit rates and privately owned storm drain yearly maintenance.
- Douglas Rohner, 1519 Cypress Point Ave, commented that their homeowner’s association maintains the development’s storm drain and the City should consider providing a credit.

Council discussions included financial analysis and the stormwater credit.

At 8:01 P.M., Wittner closed the public hearing.

UNFINISHED BUSINESS

There was none.

NEW BUSINESS

A. Information Only: 2022/2023 Police Stats Update

Police Chief Cheesman provided an overview of legislative changes, community outreach efforts and events, and partnerships, and presented the Police 2022/2023 Statistics, which included 2019-2022 crime statistics, infractions, suspicious persons/vehicles, supplemental and general reports, calls for service, and next steps.

George commented on University Place’s Proposition 1.

CALL FOR FINAL COMMENTS

APRIL 25, 2023

FIRCREST CITY COUNCIL MEETING MINUTES – REGULAR 4

- Viafore commented on House Bill 1110 and its impacts on Fircrest’s infrastructure. Viafore requested an update from the staff.
- Andrews commented on state pursuit laws and their impact on policing.
- Police Chief Cheesman provided a brief update on the Blake Decision and a city ordinance.

EXECUTIVE SESSION

No Executive Session was scheduled.

ADJOURNMENT

Viafore MOVED to adjourn the meeting at 9:05 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 regular meeting to order at 7:02 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

Wittner invoked Rule 20. Order of Business in the Fircrest City Council Rules and stated that the Council will modify the agenda to proceed with New Business Item 13A. Resolution No. 1826: Honoring Police Chief Cheesman. There were no objections noted by the Council.

NEW BUSINESS

13A. Resolution No. 1826: Honoring Police Chief Cheesman

Viafore welcomed Dana, Sara, and Alyssa Cheesman. Viafore read the resolution into the record and stated that Police Chief Cheesman has been a great asset to the City of Fircrest and its community members. **Viafore MOVED to adopt Resolution No. 1826, honoring Police Chief John G. Cheesman for his 41 years of loyal and selfless service to the City of Fircrest; seconded by Barrentine.** Wittner invited councilmember comment.

- Andrews presented a gift from Council to Chief Cheesman and thanked him.
- Reynolds thanked Chief Cheesman and enjoyed collaborating with him.
- Viafore commented on his history with Chief Cheesman to include the Boy Scout pie contest fundraiser, and family adoptions during Christmas. Viafore thanked Dana, Sara, and Alyssa Cheesman for their contributions to Fircrest.
- George commented on Chief Cheesman’s mentorship, leadership, community policing, and humility.
- Barrentine commented on Chief Cheesman’s impact on the spirit of Fircrest and thanked Chief Cheesman.
- Bufford commented on Chief Cheesman’s goodwill and compassion.
- George commented on the simulator event he attended with Chief Cheesman.
- Wittner thanked Chief Cheesman for his service.

City staff presented a framed Resolution No. 1826 to Chief Cheesman.

Chief Cheesman expressed his gratitude for serving the Fircrest community and stated that he will continue to serve the community. Chief Cheesman thanked his family for their selfless support of his law enforcement career. Lastly, Chief Cheesman thanked everyone for the opportunity to serve as the Chief.

Wittner invited public comment.

- Yolonda Brooks, 9812 Lookout Rd NW, Olympia, commented on Chief Cheesman’s positive impact and influence on the Fircrest community.
- Ann McDivitt, 245 Regents Blvd, thanked Chief Cheesman for keeping the Fircrest community safe.

The Motion Carried (7-0)

At 7:39 P.M., Wittner reported that the Council would take a fifteen-minute recess to allow the public to congratulate Chief Cheesman.

At 7:56 P.M., the Council reconvened into regular session.

CITY MANAGER COMMENTS

A. Council Look Ahead

Acting City Manager Jean reported on the 2023 agenda topics. Jean requested council feedback on the Council goals workshop. There were no objections noted from the Council to set a special meeting on June 23, 2023, from 3 P.M. to 8 P.M. to discuss the Council goals.

Jean provided a brief report on the police department's staffing.

DEPARTMENT HEAD COMMENTS

- Public Works Director Bemis reported on the Emerson Street stormwater pretreatment project and traffic impacts. Bemis stated that Public Works conducted community outreach.
- Interim Finance Director Chambers reported that Murphy is ready to order, and Council should expect to see the first payment on the next voucher run.
- Administrative Services Director Westman provided a brief update on the Council audio/visual upgrade and stated that the installation is estimated to take place at the end of July. Planning Commissioner Imholt will not seek reappointment and the vacancy will be posted.
- Parks & Recreation Director Grover provided a brief update on the Whittier Park Master Plan.

COUNCILMEMBER COMMENTS

- Viafore; no comment.
- Reynolds commented on the pool schedule.
- Barrentine; no comment.
- George commented on the Tacoma Metro Parks pool schedule and thanked the staff.
- Bufford; no comment.
- Andrews; no comment.
- Wittner; no comment.

PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA

Wittner invited public comment. None were provided.

COMMITTEE, COMMISSION, AND LIAISON REPORTS

A. Administration

There was no report provided.

B. Environmental, Planning, and Building

There was no report provided.

C. Finance, IT, Facilities

Reynolds and Chambers reported on the upcoming IT services contract.

D. Other Liaison Reports

None were provided.

CONSENT CALENDAR

Wittner requested the City Clerk read the Consent Calendar: Approval of Voucher No. 219521 through Voucher Check No. 219584 in the amount of \$237,396.63; Approval of Payroll Check No. 14254 through Payroll Check No. 14255 in the amount of \$9,781.56; Approval of Payroll Check No. 14256 through Payroll Check No. 14261 in the amount of \$60,801.61; Approval of Payroll electronic funds transfer in the amount of \$149,604.74; Approval of April 11, 2023, Regular Meeting minutes; Setting a public hearing on May 23, 2023, at 7:15 pm or thereafter to receive comments on the 6-year Transportation Plan Update; and Registering no objections to the Royal Thai Liquor License Renewal. **Bufford MOVED to approve the Consent Calendar as read; seconded by Reynolds. The Motion Carried (7-0).**

PUBLIC HEARING

There was no public hearing scheduled.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

B. Resolution No. 1827: Approval of the 2023 Stormwater Management Program (SWMP) Plan Update

Public Works Director Bemis briefed the Council on the proposed resolution and highlighted that the 2023 updates with maintaining the City’s compliance with the Department of Ecology. **Bufford MOVED to adopt Resolution No. 1827, authorizing the Acting City Manager to approve the 2023 updated Stormwater Management Program Plan; seconded by Barrentine.** Wittner invited councilmember comment; none were provided. Wittner invited public comment; none were provided. **The Motion Carried (7-0).**

C. Resolution No. 1828: Adoption of a Health Reimbursement Arrangement (HRA) Plan

Administrative Services Director Westman briefed the Council on the proposed resolution and highlighted that the agreement would adopt a Health Reimbursement Arrangement Plan for retiring nonrepresented employees. **Bufford MOVED to adopt Resolution No. 1828, authorizing the adoption of a Health Reimbursement Arrangement (HRA) Plan; seconded by Barrentine.** Wittner invited councilmember comment. Discussions included the resolution language, personnel manual amendments, incorporating full updates, and payouts. There was a Council consensus to revise the amendment at the next regular meeting. Wittner invited public comment; none were provided. **The Motion Carried (7-0).**

D. Resolution No. 1829: Personnel Policy HRA Amendment

Administrative Services Director Westman briefed the Council on the Health Reimbursement Arrangement Plan amendment personnel policy. **George MOVED to adopt Resolution No. 1829, authorizing the personnel policy HRA amendment to the Fircrest personnel manual; seconded by Reynolds.** Wittner invited councilmember comment; none were provided. Wittner invited public comment; none were provided. **The Motion Carried (7-0).**

E. Information Only: 1st Quarter Financial Report

Interim Finance Director Chambers briefed the Council on the first quarter review of the 2023 financial report as of March 31, 2023. Chambers indicated General Fund revenues for the first

quarter of 2023 were close to anticipated. Chambers stated that the total General Fund revenue was at 17.9% of the budget due to the property tax not being received by the City until May 2023. Chambers briefed the Council on General Fund expenditures, stating that the City should be at 25% or less in expenditures of the total General Fund budget by the end of the first quarter. Chambers provided a comparison of Operating revenue to expenditures, indicating operating revenue was \$172,377 less than expenditures, and when including capital and non-revenues and expenditures the ending fund balance at the end of the first quarter decreased by \$210,489.

CALL FOR FINAL COMMENTS

- Bemis commented on the single and multi-family storm drain utility rates.

EXECUTIVE SESSION

At 8:46 P.M., Wittner reported that the Council would take a five-minute recess and convene into Executive Session, not to exceed sixty (60) minutes to discuss potential litigation per RCW 42.30.110 (1)(g) and to evaluate the qualifications of an applicant for public employment per RCW 42.30.110 (1)(g). Incoming City Manager Dawn Masko, Acting City Manager Bob Jean, and City Attorney Zeinemann were invited to the Executive Session.

ADJOURNMENT

Barrentine MOVED to adjourn the meeting at 9:48 P.M., seconded by Reynolds. The Motion Carried (7-0).

Brett L. Wittner, Mayor

Jayne Westman, City Clerk

FIRCREST CITY COUNCIL AGENDA SUMMARY

DATE: 5/23/2023

NEW BUSINESS: **2024-2029 Six-Year Comprehensive Transportation Improvement Program**

ITEM: 11A

FROM: **Tyler Bemis, Public Works Director**

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

PROPOSAL: This is a public hearing on the draft 2024-2029 Six-Year Comprehensive Transportation Improvement Program (TIP). Attached is a copy of the draft TIP. At the conclusion of the public hearing, staff requests Council’s deliberation and consideration of the draft TIP. Once the input of the City Council and the public has been obtained, staff will prepare the TIP for formal consideration and adoption at the next regularly scheduled City Council meeting.

FISCAL IMPACT: None at this time. This is a planning document and therefore is not anticipated to have any significant, direct fiscal impact. The projects within the TIP have a significant fiscal impact, however, these will be evaluated separately through the budget and project review and approval processes.

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

DISADVANTAGES: None known.

ALTERNATIVES: The City Council has the authority to revise the priority ranking of any of the projects. The City Council may also add projects, delete projects, or modify projects contained within the TIP.

HISTORY: Each year, all cities, towns, and other jurisdictions are required to review and update their respective transportation improvements plans. This requirement provides the framework for jurisdictional coordination of planning documents as well as the ability to compile individual plans into regional plans for the purpose of determining State, regional and local transportation needs. Prior to the adoption of a new TIP, jurisdictions are required to conduct a public hearing on this subject in an effort to include the input of the public at large. This agenda bill is intended to assist in the public hearing requirement of the adoption process.

Chapter 35.77.010 of the Revised Code of Washington (RCW) provides that each city shall annually update its Six-Year Comprehensive Transportation Program and file a copy of the

adopted Program with the Secretary of the Washington State Department of Transportation (WSDOT) each year. The Program is necessary to allow cities and counties to obtain State and Federal funding. For a project to obtain funding from the State, it must appear in the agency's current Program. Because the State also disperses federal highway funds, this requirement applies to federally funded projects as well.

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

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

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

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

ATTACHMENTS: [Resolution](#)
[TIP Brochure](#)

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Robert Zeinemann, City Attorney

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DRAFT



CITY OF FIRCREST

2024-2029

Transportation Improvement Program

DRAFT

ACKNOWLEDGEMENTS

Fircrest City Council

Brett L. Wittner, Mayor
Joe Barrentine, Mayor Pro Tempore
David M. Viafore
Shannon Reynolds
Hunter T. George
Nikki Bufford
Jim Andrews

City Manager

Dawn Masko

Public Works

Tyler Bemis, Director
Jeff Davis, Utility Foreman
Jim Marzano, Utility Service Person II
Russ Parsons, Utility Service Person II
Tim Piercy, Utility Service Person II
Salvador Marez, Utility Service Person II
Vicky Walston, Utility Billing Clerk
Holly Veliz, Utility Billing Assistant

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PREFACE

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

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

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

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

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

NON-DISCRIMINATION

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

GRANT APPLICATIONS AND LEVERAGING LOCAL DOLLARS

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

ABOUT THE CITY OF FIRCREST

The City of Fircrest is a non-charter code city, operating under a Council-Manager form of government, with an annual General Fund budget of approximately \$12 million and a total budget of over \$34 million. Fircrest is a full-service city, providing a wide range of services, including police and fire protection, animal control, emergency medical aid, building safety regulation and inspection, street lighting, land use planning, and zoning, housing and community development, full range of recreational and cultural programs, traffic safety maintenance and improvement, and maintenance and improvement of streets, water, sewer, and storm.

Fircrest is a vibrant community that offers the perks of small suburb town life with major urban cities nearby. Incorporated as a town in 1925 and as a city in 1990, Fircrest is centrally located just 32 miles south of the City of Seattle and 31 miles north of the state capital. Covering 1.58 square miles, Fircrest started as the first master-planned community in the state of Washington. With over 30 chain saw sculptures, six beautiful parks, an urban forest of Fir trees, and friendly, active neighborhoods, Fircrest has earned its title as “The Jewel of Pierce County” and is known as a residential oasis nestled between the cities of Tacoma and University Place. The City is home to the Fircrest Golf Club, a 165-acre, an 18-hole golf course that has stood the test of time for 100 years and fits perfectly among the premier private golf clubs in the Puget Sound region.

Home to 6,979 residents, Fircrest has a strong local history and residents who are active and passionate in the community. The City operates and maintains 27.1 acres of land providing a range of active and passive recreational opportunities and community events. The City continues to work hard to keep its reputation as a quiet, residential community with attractive, livable neighborhoods and fine recreational facilities and setting the standard for community-oriented policing. Fircrest is planning for additional growth in the future that will continue to shape the character of the community. As growth occurs, there are characteristics that residents would like to retain, such as Fircrest’s green character; a safe, friendly, and sustainable community; and some physical remnants of the past as reminders of its early history.



FUNDING SOURCES

Motor Vehicle Fuel Tax Funds

By law, each city receives a proportionate share of the total state motor vehicle fuel tax. Money received is a monthly allocation based on population. In the City's 2023 budget, it was anticipated that revenue received from the state motor vehicle fuel tax for the Street Fund will be \$139,540. We have found this amount to fluctuate each year dependent upon the fuel tax rate. In reviewing past monies received the city can confidently anticipate \$125,000 being received in 2024.

Transportation Improvement Board

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

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

- **Urban Corridor Program (UCP)**
This program is for transportation projects with a primary emphasis on public/private cooperation and economic development.
- **Urban Arterial Program (UAP)**
This program is for arterial street construction with a primary emphasis on safety and mobility. This program is being utilized to apply for funding to Grind and Overlay southbound So Orchard St from Regents to the City line.
- **Active Transportation Program (ATP)**
This program is for the improvement of pedestrian safety, and to address pedestrian system continuity and connectivity. The City has applied for grants from both the SRTS Program and PBP for funding of sidewalk installations on westbound 44th St W from Rainier Dr to 67th Ave W and southbound Alameda Ave from Emerson to Fircrest Greens across from Cypress Point Ave.

City Funding Sources

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

Real Estate Excise Taxes

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

Washington State Department of Transportation

Safe Routes to School / Pedestrian Bicyclist Program

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

Surface Water Management Program

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

CONSISTENCY WITH LAND USE MANAGEMENT PLAN

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

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

TABLE 1: 2024-2029 TRANSPORTATION FACILITY IMPROVEMENTS

City of Fircrest Six-Year Comprehensive Transportation Improvement Program (2024 to 2029)

Transportation Facility Improvements		2024	2025	2026	2027	2028	2029	TOTAL
Capital Appropriations								
1	Major Pavement Patching: Citywide	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 600,000.00
Grind and Overlays								
2	Regents Blvd (Arondale Dr to 67th Ave)	\$ 82,000	\$ 760,000					\$ 842,000.00
3	1/2 Street Orchard St (Regents Blvd to end of Right-of Way)	\$ 678,470						\$ 678,470.00
4	1/2 Street Orchard St (19th Street to Regents Blvd)				\$ 1,100,000			\$ 1,100,000.00
Roadway Improvements								
5	Buena Vista Ave: 1300 block						\$ 75,000	\$ 75,000.00
6	Berkeley Ave: 1300 block (curb/gutter and overlay)					\$ 75,000		\$ 75,000.00
Pedestrian, Non-Motorized / Active Transportation Program								
7	Alameda Ave (Emerson St to Cypress Point) (curb/gutter, sidewalk - west side)		\$ 255,000					\$ 255,000.00
8	44th St (67th Ave to 60th Ave) (curb/gutter, sidewalk - north side)			\$ 1,129,000				\$ 1,129,000.00
9	Alameda Ave (Emerson St to Rosewood Lane) (curb/gutter, sidewalk - east side)						\$ 500,000	\$ 500,000.00
10	Emerson St (Woodside Dr to 67th St) (sidewalks, retaining walls)	\$ 55,000	\$ 451,000					\$ 506,000.00
Total Capital Appropriations		\$ 915,470	\$ 1,566,000	\$ 1,229,000	\$ 1,200,000	\$ 175,000	\$ 675,000	\$ 5,760,470.00

FIGURE 1: 2024-2029 PROJECTS MAP

As listed in Table 1, Map 1 illustrates the transportation facility improvements for the 2024-2029 Six-Year Transportation Improvement Program planned for the City of Fircrest. Below is a brief description of the work for these projects.

Grind and Overlay

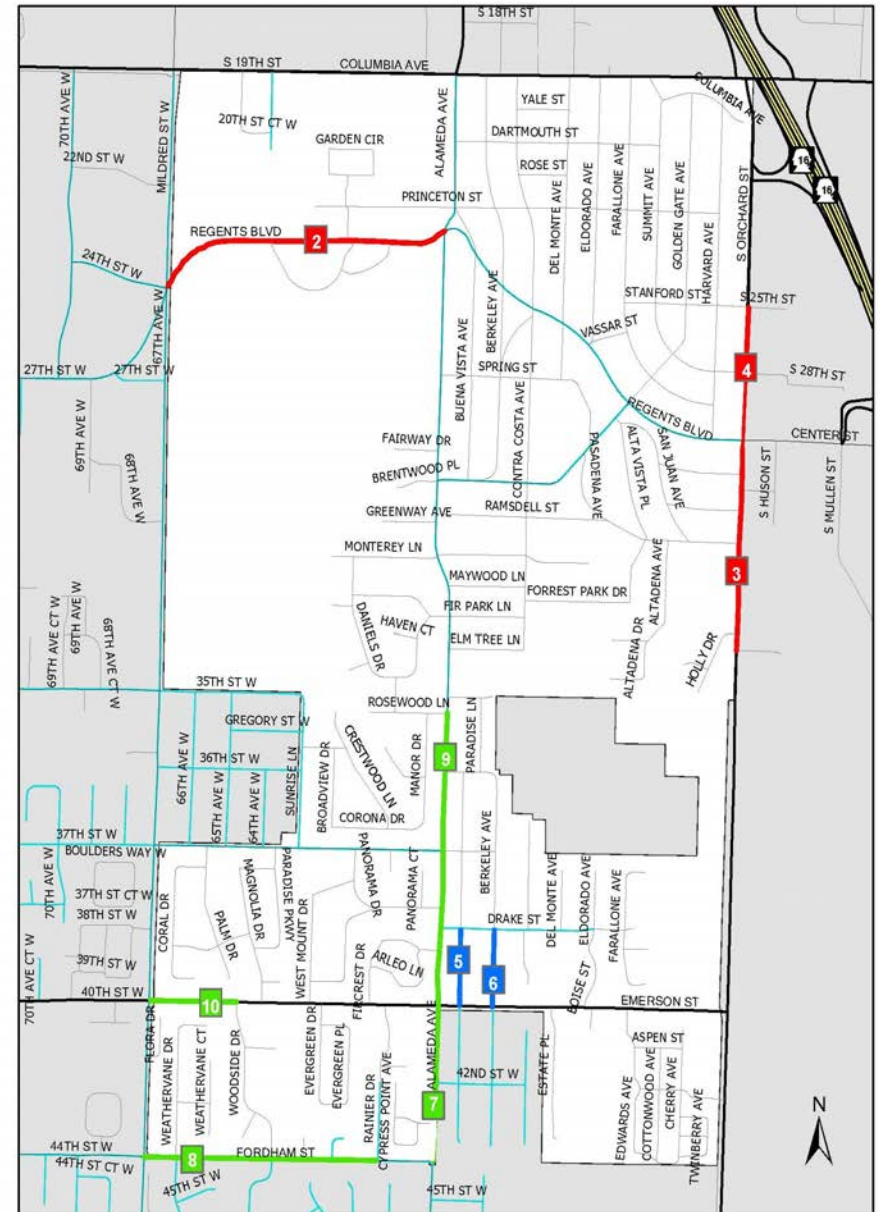
A grind and overlay project consists of grinding the existing pavement down a few inches and overlaying the roadway with a new wearing surface. This is a way to preserve the existing roadway and provide a new wearing surface and seal the roadbed.

Roadway Improvements

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

Pedestrian, Non-Motorized

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



**2024-2029
Transportation Facility
Improvements**

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

*Citywide major pavement patching and LED streetlight replacement projects not mapped.

THE CITY OF FIRCREST

Map is for graphical and information purposes only. It does not represent a legal survey.
Produced by the City of Fircrest, July 2021.

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: **Information Technology Services Agreement**
ITEM 13A

FROM: **Lindsay Chambers, Interim Finance Director**

RECOMMENDED MOTION: **I move to adopt Resolution No. _____, authorizing the Acting City Manager to execute an agreement with Locke Systems Inc to provide information technology services to the City of Fircrest.**

PROPOSAL: The Council is being asked to authorize the Acting City Manager to execute an agreement with Locke Systems Inc. to provide information technology services to the City of Fircrest.

FISCAL IMPACT: The contract with Locke Systems Inc is for \$4,500 per month or \$54,000 annually, not including eligible taxes. This is an increase of \$1,150 per month over our current contract with Right Sytems, Inc. The first month would include an additional one-month fee for onboarding, but as part of that process Locke Systems Inc has agreed to include the network move from City Hall to the Community Center, so we will not have an additional project cost for this. During onboarding, Locke Systems Inc will inventory our existing equipment and provide life-cycle management recommendations, so in future years we will need to allocate budgetary resources for replacement equipment, as well as project work.

ADVANTAGE: The City has a part-time IT Systems Coordinator to handle many of our daily operational needs, but there is still a need for higher-level support and maintenance, as well as backup for when the Coordinator is unavailable. Locke has agreed to perform information technology services collaboratively with the Coordinator in a hybrid format. This allowed us to get to a lower cost point while still providing full service to the City. Locke also has extensive experience and relationships with South Sound 911 and AOC through their previous and current clients. This will allow for quicker and more complete responses to our Public Safety employees.

DISADVANTAGES: This contract is a higher monthly cost and will require an ongoing budget for replacement equipment and project work.

ALTERNATIVES: Do not approve the recommended contract and continue with Right Systems until the contract expires on December 31, 2023, or pursue a different approach for the City's information technology needs.

HISTORY: The City has contracted with Right Systems, Inc since January 2020. We hired a part-time IT Systems Coordinator in October 2022 to supplement and handle daily operations. Now that we know what the Coordinator can be responsible for, we wanted to see what options were available locally to provide services in a hybrid format that better suits our needs. A Request for Proposals was released on March 17th, and the Coordinator contacted as many local companies as possible to solicit responses from. We received nine total responses, four of which were deemed complete based on the initial review. On-site interviews were held with all four the week of April 17 – April 21, and after scoring all companies based on the criteria listed in the RFP, Locke Systems Inc was determined to be the best option. We had subsequent meetings with them

to further discuss contract terms, and most importantly, segregation of duties, and agreed on the terms as attached. After review by the Acting City Manager and City Attorney, the agreement and supplementary documents were presented to the City Council at the May 15th Study Session to discuss any questions or concerns.

ATTACHMENTS: [Resolution](#)
[Professional Services Agreement](#)
[Locke Systems Client Service Agreement](#)
[Ex. 1 - Segregation of Duties](#)
[Ex. 2 - Pricing worksheet](#)

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF FIRCREST, WASHINGTON, AUTHORIZING THE
ACTING CITY MANAGER TO EXECUTE AN
AGREEMENT WITH LOCKE SYSTEMS INC TO
PROVIDE INFORMATION TECHNOLOGY MANAGED
SERVICES TO THE CITY OF FIRCREST.**

WHEREAS, the City of Fircrest is in need of information technology managed services; and

WHEREAS, Locke Systems Inc has the required experience and expertise to provide these necessary services;

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

Section 1. The Acting City Manager is hereby authorized and directed to execute the agreement with Locke Systems Inc to provide information technology-managed services.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this 23rd day of May, 2023.

APPROVED

Brett L. Wittner, Mayor

ATTEST:

Jayne Westman, City Clerk

APPROVED AS TO FORM:

City Attorney

**CITY OF FIRCREST
PROFESSIONAL SERVICES AGREEMENT
INFORMATION TECHNOLOGY SERVICES**

THIS AGREEMENT is entered into between the City of Fircrest, Washington, hereinafter referred to as the "City" and LOCKE SYSTEMS INC. hereinafter referred to as "Consultant" in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. PROJECT DESIGNATION: The Consultant is retained by the City to perform Information Technology (IT) services.
2. SCOPE OF SERVICES: The Consultant agrees to perform the services described in Exhibit 1, including the provision of all labor, materials, equipment, and supplies as identified in Exhibit 1 which is incorporated by this reference as if fully set forth herein.
3. ASSIGNMENT: The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
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. TERMS OF AGREEMENT: Notwithstanding, the date of execution hereof, this Agreement shall be in effect from June 1, 2023, to May 31, 2026 (three years) and may be renewed yearly, or as agreed, thereafter. This contract may be terminated in the manner set forth in paragraph 12 herein. .
6. PAYMENT: The total cost for managed services shall be invoiced monthly, at the rate listed in Exhibit 2, plus applicable taxes. Project invoices shall itemize the work performed.
7. PERFORMANCE: Consultant shall perform its work to conform to generally accepted professional standards. The City reserves the right to withhold a part or all of the monthly payments if, in the judgment of the City, the Consultant has not performed or has unsatisfactorily performed any of the services set forth in this contract; provided, that the City shall promptly notify the Consultant in writing of the specific items of non-performance or unsatisfactory performance. It is further provided that 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 Consultant agrees to hold the City of Fircrest and city employees and officials harmless from all liability arising out of all work pursuant to this agreement. The Consultant will obtain and maintain in force at least the following minimum insurance coverage covering all activity under this agreement, and as to which the City shall be named as primary non-contributory additional insured:

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

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 Consultant's liability to the City or the public.

9. **CONTRACTOR INDEMNIFICATION:** Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from claims, injuries, damages, losses or suits including attorney fees, arising out of, in connection with, or incident to any negligent or intentional acts, errors or omissions, or conduct of the Contractor (or its employees, agents, representatives, subcontractors/ subconsultants) in performance of this Agreement, whether such claims sound in contract, tort, or other legal theory, except for injuries and damages caused by the sole negligence of the City. The Contractor's duty to defend and indemnify pursuant to this Section 9 is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Contractor. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of indemnification. This waiver has been mutually negotiated by the Parties. As used in this Section 9, "City" includes the City, the City officers, employees, agents, and representatives. If, and to the extent, Contractor employs or engages subcontractors or subconsultants then Contractor shall ensure that each such subcontractor and subconsultant (and subsequent tiers of subcontractors and subconsultants) shall expressly agree to defend and indemnify the City to the extent and on the same terms and conditions as the Contractor pursuant to this Section 9.
10. **CONSULTANT'S REPRESENTATIONS:** The Consultant hereby represents that it has all necessary licenses and certifications to perform the services provided for herein, and is qualified to perform such services.
11. **NO HIRE:** During the course of this Agreement and for a period of twelve (12) months following the conclusion of this Agreement, neither party shall directly or indirectly hire, solicit, or encourage employees or contractors of the other party to leave employment in an effort to gain employment with the other party.
12. **COMPLIANCE WITH LAWS:** The Consultant shall be duly licensed and shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments. A City of Fircrest business license is required.
13. **TERMINATION:** If the Consultant violates any of the covenants undertaken herein, or any of the duties imposed upon it by the Agreement, this Agreement may be terminated by either party immediately with cause, and without cause upon thirty (30) days written notice, served to the other party by certified mail. In such case, the Consultant shall be compensated by the City for work performed to the date of termination.
14. **VENUE STIPULATION:** This Agreement has been and shall be considered as having been made and delivered within the State of Washington both as to interpretation and performance. Any

action in law or equity, or judicial proceeding for the enforcement of this Agreement, or any of the provisions contained therein, shall be instituted and maintained only in Pierce County Superior Court, Tacoma, Washington.

15. STATUS OF CONSULTANT: Neither the Consultant nor personnel employed by the Consultant shall acquire any rights or status in City employment, nor shall they be deemed employees or agents of the City for any purpose. The Consultant is required to employ a qualified Supervisor acceptable to the City. The Consultant shall be deemed an independent Consultant and shall be responsible in full for payment of its employees, including prevailing wages, worker's compensation, insurance, payroll deductions, and all related costs.
16. PREVAILING WAGES: Prevailing wages are not required for this contract.
17. COMPLIANCE WITH CITY POLICY: The Consultant shall comply with approved City policies concerning the administration of City-owned property, and the provisions of the policy shall have the same force and effect as provisions of this agreement to the extent not inconsistent herewith.
18. DAMAGE BY VANDALISM OR ACTS OF GOD: It is understood and agreed that the Consultant shall not be responsible or required to repair, at the sole cost and expense of the Consultant, any major damage or destruction caused by acts of vandalism or acts of GOD and did not result from the negligent acts or omissions of the Consultant or the Consultant's agents.
19. 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 an amendment to this agreement. Such amendment shall be attached hereto and made a part hereof.
20. SAFETY REQUIREMENT: All work performed under the terms of this agreement shall be performed in such a manner as to provide maximum safety to the public and employees of the City of Fircrest.
21. HAZARDOUS CONDITIONS: Not applicable to this contract.
22. CHEMICALS: Not applicable to this contract.
23. SEVERABLE PROVISIONS: Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

INTEGRATED AGREEMENT:

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

DATED this th day of May 2023

CITY OF FIRCREST

CONSULTANT

By: _____
Interim City Manager

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

By: _____
City Attorney

Locke Systems Inc. Client Service Agreement

This Master Agreement is between Locke Systems, Inc.(LOCKE SYSTEMS), and the Entity whose name, signatory and contact information appear in the signature section of this Agreement (CLIENT).

LOCKE SYSTEMS and CLIENT agree that the following terms and conditions of this Master Agreement (this AGREEMENT) will apply to and govern all services provided by LOCKE SYSTEMS to CLIENT.

I. Customer Service Mission Statement:

The most valuable assets that LOCKE SYSTEMS can acquire are your trust and your satisfaction. We are committed to helping your organization succeed and will go out of our way to accommodate your needs wherever we can. The items outlined in this document will help you to better understand the terms and conditions that have been set forth to protect all parties involved and to help facilitate a better service offering to all of our clients.

II. SERVICE PLAN

Customer: **City of Fircrest** has signed up for or renewed Service Plan type: **MANAGE+PRIORITY**, which include the services/configuration outlined in section III. Services listed in section IV (Non-Covered Items) will be negotiated separately under per-hour or fixed-bid fees. Contract Term is 3 years. Customer must notify in writing within 30 days of contract expiry should they wish to cancel or change terms. Based on Pricing Worksheet provided to customer, monthly price will be **\$4,500** per month plus sales tax. Monthly costs may change through modification of the agreement as defined in section XXIII if more computers/servers are added/removed. The first month, a setup fee equal to the monthly amount will also apply. First invoice amount will be **\$9,000** (plus any local sales taxes).

III. COVERED ITEMS AND SERVICES based on Current Plan and Configuration:

Coverage Start date	6/1/2023
Number of Servers (qty)	6
Exchange/Email Services	Office 365
SQL/Database application servers	TBD
Computers – Desktop and Notebook (qty)	50
Number of Sites or Locations (onsite support)	4
Remote Labor Hours for Tier 3 Engineering level requests	Unlimited
Remote Labor Hours for Backup Helpdesk	15h/mo
Onsite Labor Hours for T3 Engineering level requests	Unlimited
Onsite Labor Hours for Backup Helpdesk	15h/mo (Same Pool as Remote)
Service Priority Response Level	Priority
Service Priority for Urgent issues	1hr

Locke Systems Inc. Client Service Agreement

After-Hours Incident Fees for emergency support (only to be used for urgent issues that cannot wait until morning)	Included
Reporting and Status Updates on Tickets	Daily
Complete Network Inspection/Review and Audit	Annual
Network Security Audit included	Yes
Business Reviews	Quarterly
Asset Management – (hardware and software) including hardware inventories, software license management, and tracking vendor renewals (domain and software renewals, etc)	Included

- IV. **NON-COVERED ITEMS (billed separately from Service Contract):** Some types of services are available but are not included in the scope of a Maintenance Contract and will be negotiated separately. Listed below are examples of services that will not fall under the scope of this contract unless otherwise noted:

Premise data or phone cabling	Billed separately – request quote
Website or Database Design/Dev	Billed separately – request quote
Distributed wireless or security camera systems	Billed separately – request quote
Organized User Training/Classes	Billed separately – request quote
Phone Systems Troubleshooting or Administration	Billed separately – request quote
IT Equipment relocation to new office (business move)	Billed separately – request quote
Remote and/or Onsite Labor Hours for new Projects and Non-Maintenance work including major upgrades, additions, and other Projects	Billed separately – request quote
New Software and Hardware expenses	Billed separately – request quote

V. **SERVICES**

- a. **SERVICES PROVIDED.** LOCKE SYSTEMS will provide services (collectively, “Information Technology Professional Services” and each “Information Technology Professional Service”) as described in this agreement in addition to work authorizations attached to or executed subsequent to this Agreement (collectively, “Schedules” and each, a “Schedule”). If a provision in a Schedule directly conflicts with the terms of this AGREEMENT, the terms of the Schedule shall control.
- b. **WORK AUTHORIZATION.** If CLIENT requests that LOCKE SYSTEMS perform IT Professional Services outside of the scope of any the professional services defined in any attached Schedule, LOCKE SYSTEMS will provide CLIENT with a written work order setting forth the requested professional services and the charges for such work (“Work Authorization”). No work will commence until the Work Authorization is accepted by CLIENT. Such acceptance may be made via confirming email authorizing LOCKE SYSTEMS to proceed. Upon acceptance by both parties, each Work Authorization shall automatically become a Schedule of, and governed by, this AGREEMENT.

- c. **Definition of “Urgent Issue”:** An Urgent issue is defined as a critical network or systems outage or other issue causing or threatening a halt in all productivity. It also applies to issues impeding a critical service where deadlines may apply such as payroll on a payday.
- d. **Access to premises and systems:** CLIENT agrees to allow LOCKE SYSTEMS service personnel or its subcontractors reasonable access to the premises and facilities where the CLIENT equipment is located. CLIENT hereby grants to LOCKE SYSTEMS rights to access devices as necessary for LOCKE SYSTEMS to perform all necessary services to fulfill AGREEMENT obligations. CLIENT warrants and represents that it has the power and authority to grant the foregoing access rights to LOCKE SYSTEMS, and shall indemnify and hold LOCKE SYSTEMS harmless from any and all costs, fees, expenses and liabilities that LOCKE SYSTEMS incurs as a result of accessing any portion or component of Client’s Network.
- e. **Work not performed by LOCKE SYSTEMS.** Service time required for diagnosing, troubleshooting or correcting work performed by anyone other than a LOCKE SYSTEMS employee or authorized sub-contractor is expressly excluded from any service schedule, even if that work would normally be covered under the schedule. Furthermore, if CLIENT performs or allows anyone other than LOCKE SYSTEMS to perform any maintenance or software installation on any covered machine, LOCKE SYSTEMS is not responsible for the consequences of such actions and CLIENT may be charged at regular service rates to diagnose and remedy any problems caused by the unauthorized work.

VI. CUSTOMER PRIVACY

- a. Locke Systems maintains a strict policy of confidentiality concerning client data, business methods, and client relationships. It is against policy for consultants to discuss information about other clients unless permission is explicitly obtained from the client.
- b. To limit liabilities of all parties involved, Locke Systems maintains a strict policy of what kinds of customer information might be stored. All information is considered CLIENT Property and is securely deleted or destroyed if the working relationship is terminated or if CLIENT requests so for any other reason. The following are types of information that LOCKE SYSTEMS will or will not store:
- c. What LOCKE SYSTEMS will store:
 - i. Administrative passwords and other password information that will enable LOCKE SYSTEMS to administer, maintain, and repair CLIENT network and systems
 - ii. Documentation on routines, policies; instructions on gaining access via alarm codes, security logins, etc. if given to LOCKE SYSTEMS to enable after-hours work.
 - iii. Software vendor logins, passwords, serial numbers, and other information that will enable LOCKE SYSTEMS to maintain and service systems
 - iv. User account and passwords are sometimes stored depending on preferences of CLIENT, and may also include or be directly tied to email accounts
- d. What LOCKE SYSTEMS will not store or keep:
 - i. It is LOCKE SYSTEMS policy to not keep or record logins and passwords to customer financial databases, accounting systems, or data.

LOCKE SYSTEMS also will not take that data off the customer site except for rare circumstances when permission is obtained from the customer in cases such as hard drive recoveries or repairs of systems housing data.

- ii. LOCKE SYSTEMS will not store or record CLIENT customer credit card numbers, bank account or financial information, social security numbers, or other personally identifiable data.
- e. Knowledge of customer business practices, trade secrets, operating procedures, or future plans/goals is considered Customer Intellectual Properties and is not recorded or shared with any other parties.

VII. PAYMENT

- a. **Terms:** All Service Plan charges are billed monthly and shall be paid within 30 days by Credit Card or ACH preauthorization. If customer wishes to pay monthly by check, check must be received within 30 days or credit card or ACH Authorization on file will be billed automatically by the end of 30 days. Invoices will include both charges for Service Plan plus any additional monthly charges for other services (hardware, software, hosted services, non-covered labor, etc.). All hardware and software (equipment) over \$500 must be paid in advance
- b. **Billing Disputes:** All bona fide disputes or requests for billing adjustments must be submitted in writing within fifteen (15) days of receipt of the invoice giving rise to the dispute accompanied by a reasonably detailed explanation for the basis of such dispute. Payment of all undisputed amounts will be paid timely, however, in no event may CLIENT withhold more than ten (10%) percent of the total amount due. LOCKE SYSTEMS may request additional information or supporting documentation from CLIENT to substantiate the billing dispute.
- c. **Late Payments.** In addition to any rights and remedies available to LOCKE SYSTEMS hereunder, at law, or in equity, if CLIENT fails to pay any fees due hereunder within thirty (30) days from the date due, LOCKE SYSTEMS may impose a late charge equal to the lesser of one and one half percent (1.5%) per month interest or the maximum allowable rate under applicable law. In the event LOCKE SYSTEMS in its discretion elects not to charge CLIENT a late charge or interest for a particular invoice, such election will not waive LOCKE SYSTEMS' rights to charge a late charge or interest for any other invoice, including future invoices. LOCKE SYSTEMS may suspend Services if CLIENT's account with LOCKE SYSTEMS is or becomes more than sixty (90) days past due.

VIII. WARRANTIES AND DISCLAIMERS

- a. LOCKE SYSTEMS MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED ON ITS OWN REGARDING THE FUNCTIONALITY OF HARDWARE OR SOFTWARE, BUT INSTEAD RELIES ON THE WARRANTIES PROVIDED BY THE MANUFACTURER OF EACH PRODUCT.
- b. Most standard computer hardware items such as hard drives and other computer parts purchased through Locke Systems will be warrantied by manufacturer for one year, unless otherwise stated. Locke Systems does not provide warranty but will assist in processing manufacturer warranties. Unless otherwise stated in quote or SCHEDULE, hardware or equipment must be returned within 30 days of delivery, in order to be able to obtain refunds from the manufacturer. Restocking fees may apply as determined by individual Manufacturers, Vendors, and Distributors.

- c. When LOCKE SYSTEMS works on computer equipment, the ultimate responsibility of data backup is placed upon the CLIENT. LOCKE SYSTEMS employees, subcontractors, and agents will always attempt to ensure that critical data is backed up sufficiently before performing work on systems but cannot be held responsible for data loss ultimately due to software and hardware malfunctions.
- d. Locke Systems cannot be held responsible for service outages or project failures due to third-party configuration changes or other actions. For example, if Locke Systems installs a VPN solution and the client's ISP changes its policies regarding VPN traffic across its network, Locke Systems will not absorb the costs of the work performed on the project. Locke Systems can, however, assist the client in finding a working solution by changing Internet Service Providers or doing whatever is necessary and within our means to facilitate. Such services may incur additional costs.

IX. LIMITATION OF LIABILITY AND REMEDIES

- a. UNDER NO CIRCUMSTANCES SHALL LOCKE SYSTEMS BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR LOSS RESULTING FROM BUSINESS DISRUPTION DUE TO FAULTY EQUIPMENT, EVEN IF LOCKE SYSTEMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- b. THE STATED WARRANTIES AND THE COMMITMENTS SET FORTH HEREIN ARE IN LIEU OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF LOCKE SYSTEMS FOR DAMAGES OR OTHER RELIEF, INCLUDING, BUT NOT LIMITED TO, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES THAT IN ANY WAY ARISE OUT OF OR IN CONNECTION WITH THE USE AND/OR THE PERFORMANCE OF ANY SOFTWARE OR HARDWARE.

X. FORCE MAJEURE

- a. LOCKE SYSTEMS shall not be liable for failure to perform any of its obligations under this AGREEMENT during any period in which such performance is delayed by accidents beyond LOCKE SYSTEMS reasonable control, such as, but not limited to fire, flood, earthquake, pandemic, or other natural disasters, or, embargo, court order, riot, quarantine, or other intervention of any government authority, provided that LOCKE SYSTEMS notifies CLIENT of expected delays within (10) business days. If LOCKE SYSTEMS performance is delayed for these reasons for a cumulative period of sixty (60) days or more from the date of such notice, CLIENT may terminate this AGREEMENT by giving LOCKE SYSTEMS written notice.

XI. INDEMNITY

Contractor Indemnification. Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from third party: claims, injuries, damages, losses or suits including attorney fees, to the extent caused by any negligent or intentional acts, errors or omissions, or conduct of the Contractor (or its employees, agents, representatives, subcontractors/ subconsultants) in performance of this Agreement, whether such claims sound in contract, tort, or other legal theory, except for injuries and damages caused by the negligence of the City or by entities for whom Contractor is not responsible. The Contractor's duty to defend and indemnify pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by,

obtainable by, or required of the Contractor. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of indemnification. This waiver has been mutually negotiated by the Parties. As used in this Section, "City" includes the City, the City officers, employees, agents, and representatives. If, and to the extent, Contractor employs or engages subcontractors or subconsultants then Contractor shall ensure that each such subcontractor and subconsultant (and subsequent tiers of subcontractors and subconsultants) shall expressly agree to defend and indemnify the City to the extent and on the same terms and conditions as the Contractor pursuant to this Section.

City Indemnification. The City hereby agrees to indemnify and hold LOCKE SYTEMS harmless from and against any and all third party: claims, demands, actions, losses, liabilities, costs and expenses (including reasonable attorney's fees) arising out of or resulting from the City's negligent performance of its obligations under this Agreement, except to the extent caused by LOCKE SYSTEMS negligence or willful misconduct. Solely to effectuate the indemnity obligation set forth in this Section, the City waives any immunity it may have under Title 51 RCW.

XII. TERMINATION OR DEFAULT OF CONTRACT

- a. Either party will terminate contract by providing 30 days' notice in either writing or email after which any services rendered after the final date of contract services (30 days from notice given) will be performed at an out-of-contract billed by the hour basis based on current non-contract pricing (\$175/hr).
- b. Locke Systems, at their sole discretion, may terminate this AGREEMENT if CLIENT installs pirated software, or otherwise seeks to circumvent legal licensing or otherwise use their IT Network or systems to aid in illegal activities or other activities that put LOCKE SYSTEMS at risk. This includes activities that might put LOCKE SYSTEMS at risk of losing Vendor Partner Status, Professional Associations Memberships, or risk other significant business disadvantage.

XIII. PLANNED COST INCREASES

- a. Unless otherwise indicated in this Agreement, or in an attached Schedule, contracted recurring fees for IT services will increase 3% up to a maximum of 5% after each year of service.

XIV. DEVELOPED WORKS AND PROPERTY RIGHTS

- a. Locke Systems Inc. may develop and/or utilize scripts, customized installer packages, 3rd-party management platforms, or custom-developed software to deploy, manage, and administer settings and software across the network and systems. Locke Systems retains ownership and intellectual rights to any developed or hosted items. Vendors retain ownership and intellectual rights to subscription-based tools. As such, upon termination of AGREEMENT, CLIENT acknowledges that some services may be affected and some systems will be left unprotected when such products are removed or as vendor subscriptions expire or are deactivated.
- b. As between LOCKE SYSTEMS and CLIENT, LOCKE SYSTEMS is and shall remain the owner of any and all work product and related intellectual property created by LOCKE SYSTEMS under this AGREEMENT. No party shall acquire ownership or any license in or to the other party's trademarks, service marks, logos or related

intellectual property by virtue of the existence of this AGREEMENT or the services provided under this AGREEMENT.

- c. Network Documentation will be provided to client as a data export from Locke Systems upon contract termination. Scripts written or other tools deployed by Locke Systems as part of Locke Systems RMM stack remain the property of Locke Systems.

XV. AGREEMENT TO NOT RECRUIT

- a. Under this agreement, CLIENT is prohibited from recruiting Locke Systems technicians into technology-related employment positions or soliciting them to directly perform consulting work on contract or in any arrangement for their company outside of their role as an employee of Locke Systems Inc.
- b. If Client hires or contracts with any employee of the other party during the term of this AGREEMENT or at any time for one year following the last date which LOCKE SYSTEMS provides services to CLIENT, the hiring party shall immediately pay the other party a hiring fee equal to 50% of the current annual salary of the employee hired. Annual salary would be substantiated with current payroll W2 or equivalent documentation.
- c. This section shall not apply if CLIENT hires or otherwise retains a former LOCKE SYSTEMS representative and CLIENT was not informed of the individual's prior relationship with LOCKE SYSTEMS, or can show they could not have reasonably known of the prior LOCKE SYSTEMS employment.

XVI. MODIFICATION

- a. This agreement and its corresponding attachments listed in section XV below constitute the full agreement between Locke Systems Inc & Customer. Any modifications to this agreement must be made in writing with mutual consent of the parties. Written modifications will be appended to this agreement and the agreement, including all appendices must be sent over email by Locke Systems to Customer after each modification is completed.
- b. CLIENT retains rights to terminate agreement with 30 days written notice to Locke Systems.

XVII. INDEPENDENT CONTRACTOR

- a. The parties are independent contractors, and neither is an employee, employer or partner of the other. Neither party shall hold itself out as having any right, power or authority to create any contract or obligation on behalf of the other party.

XVIII. WAIVER OF BREACH

- a. **The failure of any party to enforce any of the provisions of this AGREEMENT shall not be deemed or construed to be a waiver or continuing waiver of the enforcement of such provisions in the future.**

XIX. ASSIGNABILITY

- a. Neither party may assign this AGREEMENT or any rights hereunder to any person or entity without the prior written consent of the other party, which consent shall not be unreasonably withheld.

XX. NOTICES

- a. All notices herein provided for or which may be given in connection with this AGREEMENT shall be sent via regular mail, postage prepaid or prepaid private carrier (UPS, FedEx, etc.). If any such notice shall be given by CLIENT to LOCKE SYSTEMS, it shall be addressed to:

Locke Systems Inc. Client Service Agreement

LOCKE SYSTEMS INC
PO BOX 274
MILTON WA 98354

XXIII. ADDITIONAL NOTES AND ARRANGEMENTS

Client to provide all T1/T2 helpdesk support managed through LSI ticketing system. If there is more than 15h per mo of helpdesk support contract review will be triggered.
SS911 currently providing all PD desktop support until SS911 contract renewal. Upon SS911 contract renewal LSI contract review will be triggered.
Backups for Servers and Office 365 will be provided, but Veeam Licensing for Office 365 will be billed al-la-carte.
Purchase of Client Owned BDR to manage Veeam will be required if adequate hardware is not already in place.
Client will have access to LSI ticket system and LSI documentation system.

I hereby certify that I have both read and agree to the terms set forth in this Service Agreement:

Client Name (print): _____ Signature: _____ Date:

Locke Systems Rep: _____ Signature: _____ Date:

Exhibit 1

Segregation of Duties between COF and Locke Systems

IT Coordinator

Scope: All City of Fircrest

- Liaison between Locke Systems and the City of Fircrest
- Tier 1/2 tickets
- Onboarding/Offboarding of City Employees
- General hardware/software/systems maintenance
- Policy and procedure
- Small projects (escalated to quote as larger projects by IT Coordinator as necessary)

Locke Systems

Scope: City Hall, Public Works, Parks and Recreation, Court, limited PD systems (infrastructure only)

- Remote/Onsite support for tier 3 and escalated tier 1/2 tickets
- Backup Remote/Onsite support coverage when IT Coordinator is unavailable
- After-Hours emergency support
- Server/365 backups through Veeam
- Server/workstation maintenance, updates, and patching
- Server/workstation monitoring
- Annual network inspection and security audit
- Antivirus
- Network testing and diagram
- Disaster recovery plan
- Communicate with outside vendors for support and/or purchasing/licensing
- Quarterly business review
- Workstation patches

South Sound 911

Scope: Police Department

- Maintenance, troubleshooting, and repair of:
 - Desktop computers
 - Laptop computers
 - Tablet devices
 - Wireless devices
- Installation and configuration of the following software:
 - Computer operating systems
 - All compatible software
 - Virus protection

Additional Considerations

- Does not include management of mobile devices or the Zoom Phone system
- Network move project included in onboarding



Pricing Worksheet Prepared for:
 (Customer): _____ City of Fircrest
 Server Count: 6
 PCs/Users (Min.5): 50

SERVICE PLANS:

	<u>MONITOR</u>	<u>MAINTAIN</u>	<u>MANAGE</u>	<u>PRIORITY SLA</u> (Add-On)
Labor Rates				
Remote Support (Normally \$150/hr)	1hr (\$125)	Included	Included	Included
Onsite Support (Normally \$150/hr)	\$125/hr	\$125/hr	Included	Included
After-Hours Emergency (Normally \$200/hr)	\$150/hr	\$150/hr	\$150/hr	Included
Project Work (Normally \$150/hr)	\$125/hr	\$125/hr	\$125/hr	\$125/hr
Included Features				
StorageCraft Server Backups w. Cloud Replication	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
One Free Hour Monthly Remote Support	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Server Updates and Patching	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
24X7 Server monitoring for problems	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Workstation Monitoring for problems	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Annual Network Inspection & Security Audit	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Unlimited HelpDesk Support*		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Server Tune-ups/Maintenance		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Workstation Updates/Patching		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
AntiVirus Included		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Unlimited Onsite Support*			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Network Testing & Diagram			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Server Disaster Recovery**				<input checked="" type="checkbox"/>
Guaranteed Same-Day Support - Urgent issues				<input checked="" type="checkbox"/>
Priority Support Queue				<input checked="" type="checkbox"/>
Daily Ticket Update Report				<input checked="" type="checkbox"/>
Pre-Scheduled Dedicated Onsite Days				<input checked="" type="checkbox"/>
1HR Guaranteed Response time SLA				<input checked="" type="checkbox"/>
Monthly Investment:				
Price Per Server:				\$200
Price Per Computer:				\$66
(Totals):				\$4,500

\$200/month Service Plan Minimum

A One-Time Setup Fee equal to 1st month charges will also be applied to new customers for onboarding

Other Available Add-Ons:

Productivity Pack - \$20/User: Microsoft Office Std, Hosted Exchange, SPAM Filtering, Content Filtering

HIPAA Compliance (requires Priority SLA)- \$50/svr, \$25/PC: Security, Audits, Emp. Training, Manuals, etc.

*Unlimited Support is for Maintenance and Troubleshooting and not New Project work

**Some additional equipment purchases may be required

NEW BUSINESS: Health Reimbursement Arrangement Plan
ITEM 13B
DATE: 05/23/2023
FROM: Bob Jean, Acting City Manager

RECOMMENDED MOTION: I move to adopt Resolution No. _____, to include a Health Reimbursement Arrangement Plan in the Personnel Policy Manual and repeal Resolution No. 1829.

PROPOSAL: The Council is being asked to include a Health Reimbursement Arrangement Plan in the Personnel Policy Manual. This Resolution would repeal prior Resolution No. 1829.

FISCAL IMPACT: There is no fiscal impact of this amendment. There will be cost savings to the city.

ADVANTAGE: Provides tax savings to retiring employees.

DISADVANTAGES: None identified.

ALTERNATIVES: Do not approve this amendment.

ATTACHMENTS: [Resolution Personnel Policies and Procedures Manual Section 7 \(Redlined Changes\)](#)

SECTION 7 BENEFITS

7.1 RETIREMENT BENEFITS

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

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

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

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

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

Health Reimbursement Arrangement (HRA) VEBA. The City has adopted the health reimbursement arrangement (HRA) plans offered and administered by the Voluntary Employees' Beneficiary Association Trust for Public Employees in the Northwest. Eligibility is limited to employees who retire from service with leave cash-out rights as provided in this manual. Employer contributions shall include the cash-out value of unused vacation leave accrued and available for cash-out upon retirement from service per Section 8.1.

7.2 DISABILITY BENEFITS (WORKERS' COMPENSATION)

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

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

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: Ordinance Relating to Salaries of Non-Union Employees,
Including Casual and Seasonal Employees
DATE: May 23, 2023
FROM: Bob Jean, Acting City Manager

RECOMMENDED MOTION: I move to adopt Ordinance No. _____, amending Fircrest Municipal Code (“FMC”) 2.44.050 relating to salaries of non-union City employees; providing for severability; and establishing an effective date.

PROPOSAL: Council is being asked to approve and adopt the attached proposed salary ordinance that increases the salary of the Police Chief position.

FISCAL IMPACT: The attached ordinance is based on a market study. The salary range for the Police Chief position only will increase \$819 per month for the minimum and \$764 for the maximum.

ADVANTAGE: This proposal provides a salary range increase that may attract more candidates.

DISADVANTAGE: None

ALTERNATIVES: Not change the Police Chief salary.

Attachment(s): [Ordinance - Clean](#)
[Ordinance - Redline](#)

**CITY OF FIRCREST
ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY OF FIRCREST, WASHINGTON,
AMENDING FIRCREST MUNICIPAL CODE (“FMC”) 2.44.050
RELATING TO SALARIES OF NON-UNION CITY EMPLOYEES;
PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN
EFFECTIVE DATE.**

WHEREAS, the City seeks to increase the pay range for the Police Chief position based on current market data.

WHEREAS, the City Council has determined it is in the best interests of the City to do so.

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

Section 1. FMC 2.44.050, Amended. Section 1 of Ordinance No. 1694 and FMC Section 2.44.050 are hereby amended to read as follows:

Non-Union Salaries. From and after June 1, 2023, the full-time equivalent monthly salary range of the following regular full-time, regular part-time, and temporary City positions is fixed at the following sums. No employee shall be paid an average monthly base salary, which exceeds the maximum provided hereunder.

<u>Position</u>	<u>Minimum</u>	<u>Maximum</u>
Custodian	\$3,334	\$4,258
Office Assistant I	\$3,477	\$4,437
Office Assistant II	\$4,180	\$5,334
Court Clerk I	\$4,180	\$5,334
Police Records Technician/CSO I	\$4,291	\$5,477
Administrative Assistant	\$4,515	\$5,761
Court Clerk II	\$4,681	\$5,975
Permit Coordinator/Code Enforcement Officer	\$4,703	\$6,002
Recreation Program Coordinator	\$4,711	\$6,012
Accountant I	\$4,763	\$6,080
Police Records Technician/CSO II	\$4,805	\$6,132
Accountant II	\$5,590	\$7,134
IT Systems Coordinator	\$5,694	\$7,268
Parks Maintenance Supervisor	\$5,649	\$7,210
Court Administrator-without contracted court	\$6,313	\$8,056
Court Administrator-with contracted court	\$6,944	\$8,864
Parks/Recreation Director	\$7,259	\$9,264
City Clerk/Admin. Services Director	\$8,375	\$10,689
Finance Director	\$8,775	\$11,200
Public Works Director	\$9,427	\$12,032
Police Chief	\$10,666	\$13,333

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For payroll purposes and for the computation of hourly rates for regular employees, the monthly salary of said positions shall be multiplied by twelve (12) and then divided by two thousand and eighty (2,080) hours and rounded to the nearest one hundredth to determine the corresponding hourly rate of pay for entry into the bi-weekly payroll system.

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 23rd day of May 2023.

APPROVED:

Brett L. Wittner, Mayor

ATTEST:

Jayne Westman, City Clerk

APPROVED AS TO FORM:

City Attorney

**CITY OF FIRCREST
ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY OF FIRCREST, WASHINGTON,
AMENDING FIRCREST MUNICIPAL CODE (“FMC”) 2.44.050
RELATING TO SALARIES OF NON-UNION CITY EMPLOYEES
~~AND AMENDING FMC 2.44.090 RELATING TO HOURLY RATE
OF PAY FOR CASUAL AND SEASONAL EMPLOYEES;~~
PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN
EFFECTIVE DATE.**

WHEREAS, the City seeks to increase the pay range for the Police Chief position based on current market data.

WHEREAS, the City Council has determined it is in the best interests of the City to do so.

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

Section 1. FMC 2.44.050, Amended. Section 1 of Ordinance No. ~~1686-1694~~ and FMC Section 2.44.050 are hereby amended to read as follows:

Non-Union Salaries. From and after June 1, 2023, the full-time equivalent monthly salary range of the following regular full-time, regular part-time, and temporary City positions is fixed at the following sums. No employee shall be paid an average monthly base salary, which exceeds the maximum provided hereunder.

<u>Position</u>	<u>Minimum</u>	<u>Maximum</u>
Custodian	\$3,334	\$4,258
Office Assistant I	\$3,477	\$4,437
Office Assistant II	\$4,180	\$5,334
Court Clerk I	\$4,180	\$5,334
Police Records Technician/CSO I	\$4,291	\$5,477
Administrative Assistant	\$4,515	\$5,761
Court Clerk II	\$4,681	\$5,975
Permit Coordinator/Code Enforcement Officer	\$4,703	\$6,002
Recreation Program Coordinator	\$4,711	\$6,012
Accountant I	\$4,763	\$6,080
Police Records Technician/CSO II	\$4,805	\$6,132
Accountant II	\$5,590	\$7,134
IT Systems Coordinator	\$5,694	\$7,268
Parks Maintenance Supervisor	\$5,649	\$7,210
Court Administrator-without contracted court	\$6,313	\$8,056
Court Administrator-with contracted court	\$6,944	\$8,864
Parks/Recreation Director	\$7,259	\$9,264
City Clerk/Admin. Services Director	\$8,375	\$10,689
Finance Director	\$8,775	\$11,200
Public Works Director	\$9,427	\$12,032
Police Chief	\$9,847 <u>10,666</u>	\$13,333 <u>12,569</u>

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For payroll purposes and for the computation of hourly rates for regular employees, the monthly salary of said positions shall be multiplied by twelve (12) and then divided by two thousand and eighty (2,080) hours and rounded to the nearest one hundredth to determine the corresponding hourly rate of pay for entry into the bi-weekly payroll system.

Section 23. 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 34. 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 45. 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 ~~238rd~~ day of ~~May~~November 202~~32~~.

APPROVED:

Brett L. Wittner, Mayor

ATTEST:

Jayne Westman, City Clerk

APPROVED AS TO FORM:

~~Hillary J. Evans,~~ City Attorney

NEW BUSINESS: Approval of Council Rules of Procedures Amendments
ITEM: 13 D
DATE: May 23, 2023
FROM: Bob Jean, Acting Interim City Manager

RECOMMENDED MOTION: I move to adopt Resolution No. _____, rescinding Resolution No. 1708 relating to City Council Rules of Procedures and adopting new City Council Rules of Procedures.

PROPOSAL: The Council is being asked to adopt the attached resolution, which rescinds Resolution No. 1708 and revises the Council Rules of Procedures. The recommended updates amend Rule 20, changing the Order of Business. All other portions of Rule 20 shall remain in effect, including the meeting end time.

FISCAL IMPACT: The proposed updates will have no direct fiscal impact.

ADVANTAGE: The Council Rules of Procedure would be updated to provide a clear definition of what are proclamations and when they may be enacted, and harmonize the language pertaining to Mayor's proclamations and Council proclamations.

DISADVANTAGES: None of great significance.

ALTERNATIVES: Make no changes and continue to operate under the existing Rules of Procedures.

HISTORY: The City Council adopted the City Council Rules of Procedures on June 6, 1990 (Resolution No. 441) and revised the Rules of Procedures in 1994 (Resolution No. 528), 2003 (Resolution No. 760), 2008 (Resolution No. 1027), and 2009 (Resolution No. 1076), 2018 (Resolution No. 1542), 2020 (Resolution 1649), and 2021 (Resolution 1708).

ATTACHMENTS: [Resolution](#)
[Council Rules of Procedure \(tracked changes\)](#)
[Council Rules of Procedure \(updated final\)](#)

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**CITY OF FIRCREST
RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF FIRCREST, WASHINGTON, RESCINDING
RESOLUTION NO. 1708 RELATING TO THE CITY
COUNCIL RULES OF PROCEDURE AND ADOPTING NEW
CITY COUNCIL RULES OF PROCEDURES.**

WHEREAS, the City Council of the City of Fircrest adopted Resolution No. 441 on June 26, 1990, which constituted the City Council’s Rules of Procedure; and

WHEREAS, the City Council of the City of Fircrest adopted Resolution No. 528 on May 10, 1994, which rescinded Resolution No. 441 and made revisions to the City Council’s Rules of Procedure; and

WHEREAS, the City Council of the City of Fircrest adopted Resolution No. 760 on January 14, 2003, which rescinded Resolution No. 528 and made revisions to the City Council’s Rules of Procedure; and

WHEREAS, the City Council of the City of Fircrest adopted Resolution No. 1027 on March 11, 2008, which rescinded Resolution No. 760 and made revisions to the City Council’s Rules of Procedure; and

WHEREAS, the City Council of the City of Fircrest adopted Resolution No. 1076 on February 10, 2009, which rescinded Resolution No. 1027 and made revisions to the City Council’s Rules of Procedure; and

WHEREAS, the City Council of the City of Fircrest adopted Resolution No. 1542 on August 28th, 2018 which rescinded Resolution No. 1076 and made revisions to the City Council’s Rules of Procedure; and

WHEREAS, the City Council of the City of Fircrest adopted Resolution No. 1649 on March 24th, 2020, which rescinded Resolution No. 1542 and made revisions to the City Council’s Rules of Procedure; and

WHEREAS, the City Council of the City of Fircrest adopted Resolution No. 1708 on January 26, 2021, which rescinded Resolution No. 1649 and made revisions to the City Council’s Rules of Procedure; and

WHEREAS, the City Council wishes to make changes to the Rules of Procedures, which were adopted on January 26, 2021, and finds it is in the public interest to provide a more effective means of conducting the business of the City. Now, Therefore,

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

Section 1. Resolution No. 1708 is hereby rescinded.

Section 2. The attached City Council Rules of Procedures, hereto referred to as Exhibit “A”, and by this reference thereto incorporated herein as if fully set forth, are hereby adopted effective immediately.

1 **APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF**
2 **FIRCREST, WASHINGTON**, at a regular meeting thereof this 23rd day of May,
3 2023.
4

5 **APPROVED:**

6 _____
7 Brett L. Wittner, Mayor

8 **ATTEST:**

9 _____
10 Jayne Westman, City Clerk

11 **APPROVED AS TO FORM:**

12 _____
13 Robert D. Zeinemann, City Attorney
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FIRCREST CITY COUNCIL RULES OF PROCEDURES
RESOLUTION NO. 1708

SECTION I – GENERAL PROVISIONS

RULE 1. COUNCIL MEETING - LOCATION

All meetings of the City Council shall be held at the location (City Hall) specified in FMC 2.12.020 or other such location within the City as may be designated by resolution. Committee of the Whole meetings, study sessions, or retreats may be held at places that are reasonably accessible to the general public, whether within or without the corporate limits of the City.

RULE 2. COUNCIL MEETING - TIME

The regular meetings of the City Council shall be held at the times (2nd and 4th Tuesdays at 7:00 P.M.) specified in FMC 2.12.010. If a meeting falls on a holiday, it shall be held the next business day unless otherwise provided by the Council. As specified in Rule 20(O), regular meetings of the City Council are not permitted to continue beyond 10:30 P.M. without the approval of the majority of the Councilmembers who are present and eligible to vote.

RULE 3. COUNCIL MEETINGS - OPEN TO THE PUBLIC

All meetings of the City Council and of committees thereof shall be open to the public, except as provided for in RCW 42.30.110 or RCW 42.30.140 as amended.

RULE 4. ELECTION OF OFFICERS

Procedures for election officers are as follows:

- A. Biennially, at the first meeting of the new Council, the members thereof shall choose a chair from among their number who shall have the title of Mayor. In addition to the powers conferred upon him/her as Mayor, he/she shall continue to have all the rights, privileges, and immunities of a member of the Council. If a vacancy occurs in the Office of Mayor, the members of the Council at their next regular meeting shall select a Mayor from among their number for the unexpired term. (RCW 35A.13.030)
- B. In conjunction with the above election, a Mayor Pro Tempore shall also be elected for a two-year term. An alternate Mayor Pro Tempore may also be elected periodically. (RCW 35A.13.035)
- C. The City Clerk shall call the meeting to order and shall chair the meeting until a new Mayor is elected. The above elections shall be by affirmative motion.

RULE 5. PRESIDING OFFICER

- A. The Mayor shall preside at all meetings of the Council, and be recognized as the head of the City for all ceremonial purposes. The Mayor has no regular administrative or executive purposes.
- B. Mayor Pro Tempore.
In case of the Mayor's absence or temporary disability, the Mayor Pro Tempore shall act as Mayor during the continuance of the absence. In case of the absence or temporary disability of the Mayor and the Mayor Pro Tempore, the City Clerk shall call the meeting to order and shall chair the meeting

until an alternate Mayor Pro Tempore is selected by members of the Council. The alternate Mayor Pro Tempore shall act as Mayor during the continuance of the absences or disabilities. An alternate Mayor Pro Tempore may be selected by the members of the Council.

C. The Mayor, Mayor Pro Tempore and Alternate Mayor Pro Tempore are referred to as "Presiding Officer" from time to time in these Rules of Procedure. (RCW 35A.13.030)

D. Presiding Officer's Duties.

It shall be the duty of the Presiding Officer to:

1. Call the meeting to order.
2. Keep the meeting to its order of business.
3. Control discussion in an orderly manner.
 - a. Every Councilmember who wishes an opportunity to speak must be recognized by the Chair.
 - b. Permit audience participation at the appropriate times.
 - c. Require all speakers to speak to the question and to observe the rules of order.
4. State each motion before it is discussed and before it is voted upon.
5. Put motions to a vote and announce the outcome.

RULE 6. QUORUM

At all meetings of the Council, four (4) Councilmembers, who are present and eligible to vote, shall constitute a quorum for the transaction of business. A less number may adjourn from time to time, provided that written notice of said adjournment be posted on the exterior City Hall front entry doors per RCW 42.30.090. Council meetings adjourned under the previous provision shall be considered to have been duly conducted for all purposes.

RULE 7. ATTENDANCE, EXCUSED ABSENCES

RCW 35A.12.060 provides that a Councilmember shall forfeit his/her office by failing to attend three consecutive regular meetings of the Council without being excused by the Council. Members of the Council may be so excused by complying with this section. The member shall contact the Presiding Officer prior to the meeting and state the reason for his/her inability to attend the meeting. If the member is unable to contact the Presiding Officer, the member shall contact the City Manager or designee, who shall convey the message to the Presiding Officer. Following roll call, the Presiding Officer shall inform the Council of the member's absence, state the reason for such absence, and excuse the member's absence. The Clerk will make an appropriate notation in the minutes. If another Councilmember questions the member's absence, the Presiding Officer shall inquire if there is a motion to excuse the member. This motion shall be non-debatable. Upon passage of such motion by a majority of members present, the absent member shall be considered excused and the Clerk will make an appropriate notation in the minutes.

RCW 35A.13.035 provides that in the event of extended excused absence or disability of a Councilmember, the remaining members by majority vote may appoint a Councilmember Pro Tempore to serve during the absence or disability.

During times of emergency, crisis, or as otherwise determined necessary by the City Council, City Council meetings may be attended remotely by City Council members. Councilmembers who attend remotely shall be deemed present and eligible to vote and shall constitute members of a quorum for the transaction of business. The City Clerk shall establish the procedure for a Councilmember to attend remotely.

RULE 8. SPECIAL COUNCIL MEETINGS

- A. A special meeting may be called by the Mayor or any four (4) members of the Council.
- B. Notice of the special meeting shall be prepared in writing by the Clerk. The notice shall contain the following information about the meeting: time, place, and business to be transacted.
- C. The notice shall be delivered by mail or personally to each Councilmember, the City Manager, and the business office of each local newspaper and radio and television station which has on file a written request for notice of special meetings. The notice must be delivered personally or by mail at least twenty-four (24) hours prior to the meeting.
- D. The notices provided in this section may be dispensed within the circumstances provided by RCW 42.30.080, that is:
 - 1. As to any member who at or prior to the time of the meeting convenes files with the Clerk a written waiver of notice,
 - 2. As to any member who was actually present at the meeting at the time it convenes, and
 - 3. In the event a special meeting is called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, when time requirements of such notice would make notice impractical and increase the likelihood of such injury or damage.
- E. Final disposition shall not be taken on any other matter.

RULE 9. REGULAR COUNCIL MEETING AGENDA

- A. The City Manager or designee shall arrange a list of such matters ascending to the order of business and prepare an agenda for the Council with the concurrence of the Mayor.
- B. A copy of the agenda and Council packets containing supporting materials shall be prepared for Councilmembers and the City Manager on or before 4:30 P.M. two working days before a regular Council meeting.
- C. A copy of the agenda shall be prepared for the press on or before 4:30 P.M. two working days before a regular Council meeting.
- D. The Council shall have the option of deleting any item from the agenda or deferring an item on the agenda to a subsequent Council meeting. The Presiding Officer, one Councilmember, or the City Manager may introduce a new item to the agenda.

RULE 10. STUDY SESSIONS

- A. Study sessions may be designated as **Committee of the Whole Study Sessions** where no official action is contemplated. Study sessions may be held for the purpose of considering current issues of the City, coordinating the work of the City Council, and discussing draft ordinances, resolutions, and policy issues in detail. The City Clerk, under the direction of the City Manager and concurrence of the Mayor, shall arrange a Council work study session agenda for the Study Session. The Council study session agenda shall list the topics of discussion. After the proposed Council study session agenda has been approved by the City Manager, a copy of it along with any supporting materials shall be prepared for Councilmembers and the City Manager on or before 4:30 P.M. at least 24 hours before the Council study session.

- B. During the Council study session, the Presiding Officer may:
 - 1. introduce the subject and give background information;
 - 2. identify the eventual goal of the study session;
 - 3. act as a facilitator to keep the meeting discussion focused on the subject; and
 - 4. alert the Council when it is appropriate to call for a motion or other official direction of the Council.
- C. Minutes shall be taken of Council study sessions recording the names of Councilmembers present, motions made, actions taken, and an account of business discussed.
- D. Standing study sessions may be set by the majority vote of the Council for specific dates and times.
- E. Study sessions shall be held to a two-hour time limit unless extended by a motion and voice vote.

RULE 11. CITY MANAGER

The City Manager shall have the powers and duties listed in RCW 35A.13.080, including having general supervision over the administrative affairs of the City and attending all meetings of the Council at which his/her attendance may be required by that body unless excused. The City Manager may make recommendations to the Council and shall have the right to take part in the discussions of the Council, but shall have no vote. When the City Manager has an excused absence, the designee shall attend the meeting.

RULE 12. CLERK OF THE COUNCIL

The City Clerk shall be ex-officio Clerk of the Council and shall see that minutes are kept and shall perform such other and further duties in the meeting as may be required by the Council, Presiding Officer, or City Manager. In the absence of the City Clerk, the City Manager shall appoint another qualified person to act as Clerk of the Council.

RULE 13. CITY ATTORNEY

The City Attorney shall attend all regular meetings of the Council unless excused by the City Manager who will notify the Presiding Officer of the excused absence. The City Attorney shall, upon request, give an opinion, either written or oral, on legal questions. The City Attorney shall act as the Council's parliamentarian and decide all questions of order. The Acting City Attorney shall attend meetings when the City Attorney has been excused if his/her attendance is required.

SECTION II –DUTIES AND PRIVILEGES OF MEMBERS

RULE 14. FORMS OF ADDRESS

The Mayor shall be addressed as "Mayor (surname)", "Your Honor", or "Mr./Madam Mayor". The Mayor Pro Tempore, when acting for the Mayor, shall be addressed as "Mayor Pro Tem (surname)". Members of the Council shall be addressed as "Councilmember (surname)".

RULE 15. SEATING ARRANGEMENT

Councilmembers shall occupy the respective seats in the Council Chambers assigned to them by the Mayor.

RULE 16. APPEARANCE OF FAIRNESS DOCTRINE AND ITS APPLICATION

A. Appearance of Fairness Doctrine Defined.

1. "When the law which calls for public hearings gives the public not only the right to attend but the right to be heard as well, the hearings must not only be fair but must appear to be so. It is a situation where appearances are quite as important as substance. The test of whether the appearance of fairness doctrine has been violated is as follows: Would a disinterested person, having been apprised of the totality of a board member's personal interest in a matter being acted upon, be reasonably justified in thinking that partiality may exist? If answered in the affirmative, such deliberations, and any course of conduct reached thereon, should be voided." *Zehring v. Bellevue*, 99 Wn.2d 488 (1983).

B. Types Of Hearings To Which Doctrine Applies.

1. The Appearance of Fairness Doctrine shall apply only to those actions of the Council which are quasi-judicial in nature. Quasi-Judicial actions are defined as actions of the City Council which determine the legal rights, duties, or privileges of specific parties in a hearing or other contested proceeding.
2. Quasi-judicial actions do not include the legislative actions adopting, amending, or revising comprehensive, community or neighborhood plans or other land use planning documents, or the adoption of area-wide zoning ordinances or the adoption of a zoning amendment that is of area-wide significance. (RCW 42.36.010).
3. Some examples of quasi-judicial actions which may come before the Council are:
 - rezones or reclassifications of specific parcels of property
 - appeals from decisions of the Planning Commission
 - substantive appeals of threshold decisions under the State Environmental Protection Act, subdivisions, street vacations, and special land use permits

C. Obligations of Councilmembers, Procedure.

1. Councilmembers should recognize that the Appearance of Fairness Doctrine does not require the establishment of a conflict of interest, but whether there is an appearance of a conflict of interest to the average person. This may involve the Councilmember or a Councilmember's business associate or a member of the Councilmember's immediate family. It could involve ex parte (outside the hearing) communications, ownership of property in the vicinity, business dealings with the proponents or opponents before or after the hearing, business dealings of the Councilmember's employer with the proponents or opponents, announced predisposition, and the like.

2. Prior to any quasi-judicial hearing, each Councilmember should give consideration to whether a potential violation of the Appearance of Fairness Doctrine exists. If a potential violation exists, no matter how remote, the Councilmember should disclose such facts to the City Manager who may seek the opinion of the City Attorney as to whether a potential violation exists. The City Manager shall communicate such opinion to the Councilmember and to the Presiding Officer.
3. Anyone seeking to disqualify a Councilmember from participating in a decision on the basis of a violation of the Appearance of Fairness Doctrine must raise the challenge as soon as the basis for disqualification is made known or reasonably should have been made known prior to the issuance of the decision; upon failure to do so, the Doctrine may not be relied upon to invalidate the decision. The party seeking to disqualify the Councilmember shall state with specificity the basis for disqualification; for example: demonstrated bias or prejudice for or against a party to the proceedings, a monetary interest in the outcome of the proceedings, prejudgment of the issue prior to hearing the facts on the record, or ex parte contact. Should such challenge be made prior to the hearing, the City Manager shall direct the City Attorney to interview the Councilmember and render an opinion as to the likelihood that an Appearance of Fairness violation would be sustained in superior court.
4. Should such a challenge be made in the course of a quasi-judicial hearing, the Presiding Officer shall call a recess to permit the City Attorney to make such an interview and render such an opinion.
5. The Presiding Officer shall have sole authority to request a Councilmember to excuse himself/herself on the basis of an Appearance of Fairness violation. Further, if two (2) or more Councilmembers believe that an Appearance of Fairness violation exists, such individuals may move to request a Councilmember to excuse himself/herself on the basis of an appearance of Fairness violation. In arriving at this decision, the Presiding Officer or other Councilmembers shall give due regard to the opinion of the City Attorney.
6. Notwithstanding the request of the Presiding Officer or other Councilmembers, the Councilmember may participate in any such proceeding.

D. Specific Statutory Provisions.

1. Candidates for the City Council may express their opinions about pending or proposed quasi-judicial actions while campaigning. (RCW 42.36.040)
2. A candidate for the City Council who complies with all provisions of applicable public disclosure and ethics laws shall not be limited under the Appearance of Fairness Doctrine from accepting campaign contributions to finance the campaign, including outstanding debts. (RCW 42.36.050)
3. During the pendency of any quasi-judicial proceeding, no Councilmember may engage in ex parte communications with proponents or opponents about a proposal involved in the pending proceeding, unless the Councilmember:
 - a. places on the record the substance of such oral and written communications; and
 - b. provides that a public announcement of the content of the communication and of the parties' right to rebut the substance of the communication shall be made at each hearing where action is taken or considered on the subject. This does not prohibit correspondence between a citizen and his or her elected official if the correspondence is made a part of the record when it pertains to the subject matter of a quasi-judicial proceeding. (RCW 42.36.060)

E. Procedure on Application.

Any person making an application for any action leading to a quasi-judicial hearing shall be provided with a document containing the following information:

1. the names and addresses of all members of the City Council, and the Planning Commission; and
2. a statement that if the applicant intends to raise an Appearance of Fairness issue, the applicant should do so at least two weeks prior to any public hearing. The applicant shall acknowledge receipt of such document.

RULE 17. DISSENTS AND PROTESTS

Any Councilmember shall have the right to express dissent from or protest against any ordinance or resolution of the Council and have the reason, therefore, entered in the minutes.

RULE 18. RULES OF ORDER

Robert’s Rules of Order Newly Revised shall be used as the guideline for the conduct of Council Meetings, except in those cases where specific provisions contrary to Robert’s Rules are provided in these rules.

RULE 19. MOTIONS

All ordinances, resolutions, contracts, and items of business that require Council approval prior to the expenditure of funds shall be in the form of an affirmative motion.

RULE 20. ORDER OF BUSINESS

The business of all regular meetings of the Council shall be transacted as follows; provided, however, that the Presiding Officer may, during a Council meeting, rearrange items on the agenda to conduct the business before the Council more expeditiously. Further, any Councilmember may request additions, corrections, or other modifications to the agenda prior to or during a regular Council meeting.

- A. Call to order by the Presiding Officer.
- B. Pledge of Allegiance.
- C. Roll Call. (See Rule 7 for the procedure to excuse an absence).
- D. Presiding Officer's Report.
- E. City Manager Comments.
- F. Department Head Comments.
- G. Councilmember Comments.
- H. Public Comments (for items not on the agenda).
 1. Subjects either on the Consent Calendar or not on the current agenda. Any member of the public may request time to address the Council after first stating their name, address, and the subject of their comments. The Presiding Officer may then allow the comments subject to such time limitations as the Presiding Officer deems necessary, generally five (5) minutes. Following such comments, the Presiding Officer may place the matter on the current agenda or a future agenda, or refer the matter to the City Manager for investigation and report.
 2. Subjects on the current agenda. Any member of the public who wishes to address the Council on

an item on the current agenda shall make such a request to the Presiding Officer at the time when comments from the public are requested. As an option, the Presiding Officer may invoke the sign-in procedure defined in Rule 21(A). The Presiding Officer shall rule on the appropriateness of public comments as the agenda item is reached. The Presiding Officer may change the order of speakers so that testimony is heard in the most logical groupings, e.g. proponents, opponents, adjacent owners, vested interests, etc.

3. Any ruling by the Presiding Officer relative to the preceding two subsections may be overruled by a vote of a majority of members present.

I. Committee, Commission, and Liaison Reports.

J. Consent Calendar.

1. The City Manager, in consultation with the Mayor, shall set the following items of business on the Consent Calendar. Consent Calendar items shall consist of items that have been previously discussed or policies set by the Council and/or are so routine or technical in nature that passage is likely, such as, but not limited to, the following:
 - a. approval of vouchers/payroll warrants;
 - b. approval of minutes;
 - c. setting public hearings;
 - d. Communications requiring no action (e.g. liquor license renewals); and
 - e. Other items designated by the City Council by super majority vote of the City Council.
2. The Clerk of the Council shall read the Consent Calendar.
3. The proper Council motion on the Consent Calendar is as follows: “I move for adoption of the Consent Calendar.” This motion is non-debatable and will have the effect of moving to adopt all items on the Consent Calendar. Since the adoption of any item on the Consent Calendar implies unanimous consent, any member of the Council shall have the right to remove any item from the Consent Calendar.
4. Therefore, prior to the vote on the motion to adopt the Consent Calendar, the Presiding Officer shall inquire if any Councilmember wishes an item to be withdrawn from the Consent Calendar. If any matter is withdrawn, the Presiding Officer shall place the item at an appropriate place on the agenda for the current or a future meeting. Items not removed shall be adopted by a unanimous vote of the Councilmembers present without discussion.

K. Public Hearings (see Rule 21 for procedural details).

L. Unfinished Business.

1. All matters of business that have been presented to Council previously but which have not reached closure will be listed as sub-parts.
2. All necessary ordinances or resolutions will be included with sub-parts and listed by title.

M. New Business.

1. All matters of new business will be listed as sub-parts.
2. All necessary ordinances or resolutions will be included with sub-parts and listed by title.

N. Call for Final Comments.

Executive Session(s).

O. Adjournment.

No meeting shall be permitted to continue beyond 10:30 P.M. without the approval of the majority of the Councilmembers who are present and eligible to vote. A new time limit must be established before taking a Council vote to extend the meeting. In the event that a meeting has not been closed or continued by Council vote prior to 10:30 P.M., the items not acted on shall be deferred to the next regular Council meeting, unless the Council, by a majority vote of the members present, determines otherwise.

RULE 21. ACTIONS FOR A PUBLIC HEARING

(See appendix for full procedures):

A. Presiding Officer:

1. May require speakers to sign in with Clerk and may set time limits.
2. Asks Councilmembers if any reason requiring member to excuse themselves pursuant to Appearance of Fairness Doctrine. If answered in the affirmative, Councilmember excuses himself/herself and exits the Council Chamber.
3. Introduces item, opens hearing, announces rules of order:
 - If zoning amendment or zoning reclassification, asks parties to limit presentation to information within scope of legal standards and may ask Planner to announce legal standards.
4. Asks City Manager to describe matter under consideration.
5. Calls for proponents in quasi-judicial proceedings and speakers in non-quasi-judicial proceedings.
 - If zoning amendment or zoning reclassification may ask Planner to announce that site plans, artistic renditions, etc. in support of zoning amendment should be avoided and such plans are to go through the City's design review process through the Planning Commission.
6. Calls for additional proponents 3 times.
7. Call for opponents.
8. Calls for additional opponents 3 times.
9. Calls for proponents to speak in rebuttal.
10. Calls for Administration to introduce any material to subjects raised by proponents or opponents or alter initial recommendations.
11. Asks Councilmembers if questions and if so, appropriate person is recalled to podium.
12. Closes public hearing.
13. Asks if motion by any Councilmember
 - Must be in the form of affirmative motion.
 - Then ask for discussion by Council.
 - Asks administration for final comments/recommendations.
 - May ask Clerk to conduct a roll call vote.

RULE 22. VOTING

The votes during all meetings of the Council shall be transacted as follows:

- A. Unless otherwise provided for by statute, ordinance, or resolution, all votes shall be taken by voice, except that at the request of any Councilmember, a roll call shall be taken by the Clerk. The Clerk shall call the names in an alphabetical sequence with the Mayor, as Presiding Officer, voting last. Names for subsequent votes will go down the alphabetical list and the Clerk will call on the next name in alphabetical sequence with the Mayor, as Presiding Officer, voting last. This rotating alphabetical sequence will be continued throughout the meeting during voting sequences.
- B. In case of a tie in votes on any proposal, the proposal shall be considered lost.
- C. Every member who was in the Council Chambers when the question was put, shall give their vote unless the Council, for special reasons, shall excuse the member by motion or unless the Councilmember is excused in accordance with Rule 16. When the City Council has determined that remote attendance is allowed per Rule 7 of the City Council Rules of Procedures, City Councilmembers attending City Council meetings remotely will have all rights to vote as if they were physically present in Council Chambers.
- D. The general rule is that when a Councilmember refuses to vote, such member is regarded as having voted with the majority.
 1. Neutrality in voting is frowned upon except when a Councilmember has a direct or pecuniary interest that would result in a conflict of interest or when participation is prevented due to the Appearance of Fairness Doctrine. In that instance, the refusal to vote shall not be considered as an affirmative vote.
 2. In all other instances, except as hereinafter noted, the rule is that when a quorum is present, members present and not voting are deemed to have voted with the majority.
 3. If the vote is tied with a member abstaining, such member will be considered as voting in the affirmative so that the proposition being considered passes.
 4. However, when an affirmative vote of a majority is required by statute or ordinance, a failure to indicate a yea or nay vote will be considered as a negative indication, as abstention cannot be considered in fulfilling such affirmative vote requirement. Most matters before Council merely require a concurrence of a majority and this would be considered to be an exception to the general rule.
 5. When abstaining from voting, Councilmembers must explain the basis for their abstention. If the reason involves a legitimate rationale for not voting, the abstention will not be considered as a vote for the majority. If the rationale does not involve disqualifying circumstances, the abstention will be counted as a vote with those voting in the majority, unless the noted exception outlined previously applies.
- E. The affirmative vote of at least a majority of the whole membership of the Council (4 Councilmembers) is required for the passage of:
 - ordinances;
 - grant or revocation of franchise or license;
 - any resolution for the payment of money;
 - any approval of warrants; and
 - any resolution pertaining to personnel actions.

- F. The affirmative vote of at least a majority of the whole Council plus one (5 Councilmembers) is required for the passage of:
- public emergency ordinances (which take effect immediately);
 - expenditures for any calamity, violence of nature, riot, insurrection, or war; and
 - budget amendments.
- G. The affirmative vote of at least a majority of the membership of Council who are present and eligible to vote is required for the passage of:
- motions or resolutions not subject to the provisions of RCW, FMC, or these rules as amended.

RULE 23. COMMITTEES

All Committee meetings shall be open to the public. The Committee structure of the Council and the procedures governing all committees shall be as follows:

- A. Committee of the Whole.
1. The only standing committee of the Council shall be the Committee of the Whole (COW), composed of the entire Council sitting as a legislative study committee. The Committee of the Whole shall not take any official action while in committee.
 2. The Presiding Officer chairs the COW.
- B. Special Ad Hoc Council Study Committees.
1. Special Ad Hoc Council Study Committees may be created by the Council for a particular purpose, or when the issue is so complex and time consuming that it cannot be reasonably handled at a Council or COW meeting.
 2. Ad Hoc Study Committees shall consist of three Councilmembers appointed by the Mayor.
 3. The Mayor shall appoint the Chair of Ad Hoc Study Committees.
 4. Special Ad Hoc Council committees shall sunset at the end of their mission, but no later than the end of each calendar year unless specifically continued by the Council thereafter for a specified time period.
- C. Special Ad Hoc Citizen Advisory Committees.
1. Special Ad Hoc Citizen Advisory Committees may be created by the Council for a particular purpose. Committee members shall be appointed by the Mayor, with the advice and consent of the Council.
 2. The Mayor shall appoint the Chair of the Committee.
 3. Ad Hoc Citizen Advisory Committees shall sunset at the end of each calendar year unless specifically continued by the Council thereafter for a specified time period.
 4. At least one Councilmember will be appointed as a member and liaison of a Citizen Advisory Committee.
- D. Committees may make recommendations on proposed programs, services, ordinances, and resolutions within their area of responsibility before action is taken by the Council. The Committee Chair may present the recommendations of the committee during the discussion of the item of business.
- E. Employees shall staff the various committees as directed by the City Manager, but no staff person shall serve as a member of a Council or citizen study committee.

F. Minutes need not be taken of committee meetings, except for the Committee of the Whole.

RULE 24. COUNCIL LIAISONS

- A. In order to build additional Council expertise in various areas of City operations, the Mayor shall designate functional areas and appoint a Councilmember, at the beginning of the fiscal year, to serve as a liaison to the City Manager. Functional areas for liaison assignments may include the following, though specific areas may be adjusted depending on the organization of the City:
- Parks and Recreation
 - Environment, Planning, Building
 - Administration
 - Finance, IT
 - Water, Sewer, Storm
 - Public Safety, Court
 - Streets, Facilities & Equipment
- B. The City Manager and respective department heads shall strive to provide liaisons with additional information beyond that normally provided to the Council as a whole, and to keep the liaisons abreast of developments, trends, conditions and issues in the various functional areas of City government.

RULE 25. ENACTED ORDINANCES, RESOLUTIONS, MOTIONS, AND PROCLAMATIONS

- A. An enacted **ordinance** is a legislative act prescribing general, uniform, and permanent rules of conduct relating to the corporate affairs of the municipality. Council action shall be taken by ordinance when required by law, or to prescribe permanent rules of conduct which continue in force until repealed, or where such conduct is enforced by penalty.
- B. An enacted **resolution** is an internal legislative act which is a formal statement of policy concerning matters of special or temporary character. Council action shall be taken by resolution when required by law and in those instances where an expression of policy more formal than a motion is desired.
- C. An enacted **motion** is a form of action taken by Council to direct that a specific action be taken on behalf of the municipality. A motion, once approved and entered into the record, is the equivalent of a resolution in those instances where a resolution is not required by law.
- D. An enacted **proclamation** is an official announcement made by either the City Council or the Mayor ~~the Mayor on non-controversial events which have a major city wide impact. Controversy is defined as a dispute, especially a lengthy and public one, between sides holding opposing views to~~ proclaim occasions of importance or significance, certain people, groups, events, cultures or causes. Proclamations should contain positive messages or call upon the support of the community.

RULE 26. PROCLAMATIONS

- A. City Council Proclamations.
City Council proclamations shall be publicly read at a City Council meeting and presented to or forwarded to a representative of the ~~event during the Council meeting~~ proclamation's subject matter.
- B. Mayor's Proclamations.
Are requested by a special interest group from within the City. Mayor's proclamations are signed by

the Mayor and forwarded to a representative of the ~~event~~ proclamation's subject matter.

C. The Mayor and City Manager shall determine if the proclamation request is for a City Council proclamation or a Mayor's proclamation.

~~C.~~ All proclamation requests shall be submitted to the City Clerk.

RULE 27. RESOLUTIONS

- A. Except for franchise resolutions as provided under Rule 28(B), a resolution may be put to its final passage on the same day on which it was introduced.
- B. The Presiding Officer will read a summary statement of the Resolution prior to its passage; provided, should a majority of the Councilmembers present request that the entire resolution or certain of its sections be read, such requests shall be granted.
- C. Printed copies shall be made available upon request to any person attending a Council meeting.
- D. Resolutions take effect immediately after they are approved by the vote of the Council, unless otherwise provided.

RULE 28. ORDINANCES

The procedure for ordinances is as follows:

- A. With the exception of franchise ordinances as provided below, an ordinance may be put to its final passage on the same day on which it was introduced.
 - 1. The Presiding Officer will read a summary statement of the Ordinance prior to its passage; provided, should a majority of the Councilmembers present request that the entire ordinance or certain of its sections be read, such requests shall be granted.
 - 2. Printed copies shall be made available upon request to any person attending a Council meeting.
 - 3. No ordinance shall contain more than one subject.
 - 4. An ordinance does not take effect until five days after date of publication, except for emergency situations.
- B. Franchises.

All resolutions and ordinances granting a franchise require two readings prior to adoption. The second reading must be at least five (5) days after the first reading.

 - 1. All franchise ordinances and resolutions may be passed only at a regular meeting of the Council; and at least four (4) Councilmembers must vote in favor of the franchise.
- C. Emergency Ordinances.

By vote of one more than the majority (5 Councilmembers), the City Council may, without notice or hearing, adopt an emergency ordinance authorizing expenditures for a public emergency as defined and prescribed in RCW 35.33.081.
- D. A Councilmember may, in open session, request of the Presiding Officer that the Council study the wisdom of enacting a particular ordinance. By affirmative motion, the Council may assign the proposed ordinance to a specific committee or the Committee of the Whole for study and consideration. The committee shall report its findings to the Council.
- E. If a motion to pass an ordinance fails, the ordinance shall be considered lost.

- F. Any ordinance amending or repealing any portion of the FMC shall also amend or repeal the respective portions of any underlying ordinance(s).

RULE 29. PERMISSION TO ADDRESS THE COUNCIL

Persons other than Councilmembers and management shall be permitted to address the Council upon introduction by the Presiding Officer or the chair of the appropriate Council committee.

RULE 30. RECONSIDERATION

- A. Any action of the Council, including final action on applications for changes in land use status; but excluding a reconsideration of any action previously reconsidered, motions to adjourn, motions to suspend the rules, an affirmative vote to lay on the table or to take from the table, or a vote electing to office one who is present and does not decline; shall be subject to a motion to reconsider.
 - 1. Such motions can be made only by a member of the prevailing side on the original action.
- B. A motion to reconsider must be made no later than the next succeeding regular Council meeting.
- C. A motion to reconsider is debatable only if the action being reconsidered is debatable.
- D. Upon passage of a motion to reconsider, the subject matter is returned to the table anew for any action the Council deems advisable.

RULE 31. COMPLAINTS AND SUGGESTIONS TO COUNCIL

When citizen complaints or suggestions are brought before the City Council not on an agenda, the Presiding Officer shall first determine whether the issue is legislative or administrative in nature and then:

- A. If legislative and a complaint about the letter or intent of legislative acts or suggestions for changes to such acts, and if the Council finds such complaint suggests a change to an ordinance or resolution of the City, the Council may refer the matter to a committee, Administration or the Committee of the Whole for study and recommendation.
- B. If administrative and a complaint regarding administrative staff performance, administrative execution or interpretation of legislative policy, or administrative policy within the authority of the City Manager, the Presiding Officer should then refer the complaint directly to the City Manager for his/her review if said complaint has not been so reviewed. The City Council may direct that the City Manager brief or report to the City Council when his/her response is made.

RULE 32. FILLING COUNCIL VACANCIES

- A. If a vacancy occurs in the office of Councilmember, the Council will follow the procedures outlined in RCW 42.12.070.
- B. To hold office as a Councilmember, the person must be a registered voter and a Fircrest resident for a period of at least one year prior.
- C. Where one position is vacant, the remaining members of the Council shall appoint a qualified person to fill the vacant position.
- D. Where two or more positions are vacant and two or more Councilmembers remain in office, the remaining Councilmembers shall appoint a qualified person to fill one of the vacant positions.
 - 1. The remaining Councilmembers and the newly appointed Councilmember shall appoint another

- qualified person to fill another vacant position, and so on until each of the vacant positions is filled.
2. If less than two Councilmembers remain in office, the County Council shall appoint a qualified person or persons to the Council until the Council has two members.
- E. If the City Council fails to appoint a qualified person to fill a vacancy within ninety days of the occurrence of the vacancy, the County Council shall appoint a qualified person to fill the vacancy.
1. If the County Council fails to appoint a qualified person to fill the vacancy within 180 days, the governor may be petitioned to appoint a qualified person to fill the vacancy.
- F. As provided in RCW 29A.24.191 and 29A.52.240, each person appointed serves until a qualified person is elected at the next Council election that occurs 28 days or more after the occurrence of the vacancy.
1. A primary is held if time exists and more than two candidates file for the vacant office; otherwise, a primary shall not be held and the person receiving the greatest number of votes is elected.
 2. The person elected takes office immediately when qualified and serves the remainder of the unexpired term.
 3. If an election for the position that became vacant would otherwise have been held at this general election date, only one election to fill the position shall be held and the person elected to fill the succeeding term for that position shall take office immediately when qualified and shall serve both the remainder of the unexpired term and the succeeding term.

RULE 33. PHOTOGRAPHS, MOTION PICTURES, VIDEO TAPE -- PERMISSION REQUIRED FOR ARTIFICIAL ILLUMINATION

No photographs, motion pictures, or video tapes that require the use of flash bulbs, electronic flashes, flood lights, or similar artificial illumination shall be made at City Council meetings without the consent of the Presiding Officer or a majority of the Council.

RULE 34. COUNCIL TRAVEL

- A. The Council may appropriate funds for Council travel in the legislative department of the annual City budget.
1. Any Councilmember who desires to expend Council travel funds, where the cost of such travel, lodging and meals would exceed \$150, shall complete the regular City "Training Attendance Request" form.
 2. Upon receipt by the City Manager, the completed form will be put in the Council packets for the next regular meeting. The City Manager shall bring the item to the floor under City Manager Comments, and the Council shall act to approve, disapprove, or modify the request.

RULE 35. APPROVAL OF CITY MANAGER TRAVEL EXPENSE CLAIMS AND PERSONNEL ACTION FORMS

The Presiding Officer or designee will approve City Manager travel expense claims and Personnel Action forms.

RULE 36. VACANCIES IN COMMISSIONS AND BOARDS

Notices will be posted at all public buildings when vacancies exist in commission and board positions.

Notices will request letters of interest and list any required qualifications.

RULE 37. PUBLICATION AND POSTING OF NOTICES FOR HEARINGS AND FORTHCOMING COUNCIL MEETINGS

A. Public Hearings.

Except where a specific means of notifying the public of a public hearing is otherwise provided by law or ordinance, notice of upcoming public hearings before the City Council shall be given by one publication of notice containing the time, place, and date when the hearing is to be held and subject thereof, in the City's official newspaper at least ten (10) days before the date set for the hearing.

B. Council Meetings.

The public shall be notified of the preliminary agenda for a forthcoming Council meeting by posting a copy of the agenda at the following four (4) public places at least twenty-four (24) hours in advance of the meeting:

1. Fircrest City Hall
2. Fircrest Recreation Center Building
3. Fircrest Public Safety Building
4. Fircrest Public Works Facility

RULE 38. COUNCILMEMBERS' MAIL AND MESSAGES

A. The majority of Council's mail is sent to City Hall. Unless marked "personal" or "confidential", staff opens and date stamps all mail unless notified by a Councilmember to leave it sealed. Each Councilmember is assigned a mail and message box, which is located in City Hall. All mail and messages will be included in Council packets.

B. A message box will be maintained for "General Council Information" and will be located near the individual Councilmembers' mail and message boxes.

C. Phone messages will be taken and placed in Council mail and message boxes. Councilmembers' home and work telephone numbers will be given to the general public upon request, unless a Councilmember has an unlisted phone number or requests that a number not be given.

RULE 39. REQUESTS FOR LEGAL OPINIONS

A. It is the policy of the City that all requests for legal assistance from the City Attorney's Office which require a written response (opinion, resolution, or ordinance) be processed through the City Manager's office or with the approval of the Mayor in recognition that the City Attorney also serves the City Council as a whole.

B. This policy shall not apply to requests made by motion of the Council or to routine matters that can be addressed over the phone or in person without a formal written response.

RULE 40. CODE OF ETHICS

The conduct of Councilmembers will be in compliance with F.M.C. 2.46 Conduct of Public Officials. (See attachment)

RULE 41. MISCELLANEOUS

When Councilmembers register to attend an official conference requiring voting delegates, such as the annual National League of Cities or Association of Washington Cities, the Council shall designate the voting delegate(s) and alternate voting delegate(s) during a public meeting, by a majority vote; when possible, said selection of voting delegate(s) shall be done on a rotating basis for the purpose of allowing all Councilmembers the opportunity to be an official voting delegate.

RULE 42. SUSPENSION AND AMENDMENT OF RULES

Any provision of these rules not governed by state law or ordinance, may be temporarily suspended by a majority vote of the Council.

These rules may be amended, or new rules adopted, by a majority vote of the Council.

**FIRCREST CITY COUNCIL RULES OF PROCEDURES
RESOLUTION NO.**

SECTION I – GENERAL PROVISIONS

RULE 1. COUNCIL MEETING - LOCATION

All meetings of the City Council shall be held at the location (City Hall) specified in FMC 2.12.020 or other such location within the City as may be designated by resolution. Committee of the Whole meetings, study sessions, or retreats may be held at places that are reasonably accessible to the general public, whether within or without the corporate limits of the City.

RULE 2. COUNCIL MEETING - TIME

The regular meetings of the City Council shall be held at the times (2nd and 4th Tuesdays at 7:00 P.M.) specified in FMC 2.12.010. If a meeting falls on a holiday, it shall be held the next business day unless otherwise provided by the Council. As specified in Rule 20(O), regular meetings of the City Council are not permitted to continue beyond 10:30 P.M. without the approval of the majority of the Councilmembers who are present and eligible to vote.

RULE 3. COUNCIL MEETINGS - OPEN TO THE PUBLIC

All meetings of the City Council and of committees thereof shall be open to the public, except as provided for in RCW 42.30.110 or RCW 42.30.140 as amended.

RULE 4. ELECTION OF OFFICERS

Procedures for election officers are as follows:

- A. Biennially, at the first meeting of the new Council, the members thereof shall choose a chair from among their number who shall have the title of Mayor. In addition to the powers conferred upon him/her as Mayor, he/she shall continue to have all the rights, privileges, and immunities of a member of the Council. If a vacancy occurs in the Office of Mayor, the members of the Council at their next regular meeting shall select a Mayor from among their number for the unexpired term. (RCW 35A.13.030)
- B. In conjunction with the above election, a Mayor Pro Tempore shall also be elected for a two-year term. An alternate Mayor Pro Tempore may also be elected periodically. (RCW 35A.13.035)
- C. The City Clerk shall call the meeting to order and shall chair the meeting until a new Mayor is elected. The above elections shall be by affirmative motion.

RULE 5. PRESIDING OFFICER

- A. The Mayor shall preside at all meetings of the Council, and be recognized as the head of the City for all ceremonial purposes. The Mayor has no regular administrative or executive purposes.
- B. Mayor Pro Tempore.
In case of the Mayor's absence or temporary disability, the Mayor Pro Tempore shall act as Mayor during the continuance of the absence. In case of the absence or temporary disability of the Mayor and the Mayor Pro Tempore, the City Clerk shall call the meeting to order and shall chair the meeting

until an alternate Mayor Pro Tempore is selected by members of the Council. The alternate Mayor Pro Tempore shall act as Mayor during the continuance of the absences or disabilities. An alternate Mayor Pro Tempore may be selected by the members of the Council.

C. The Mayor, Mayor Pro Tempore and Alternate Mayor Pro Tempore are referred to as "Presiding Officer" from time to time in these Rules of Procedure. (RCW 35A.13.030)

D. Presiding Officer's Duties.

It shall be the duty of the Presiding Officer to:

1. Call the meeting to order.
2. Keep the meeting to its order of business.
3. Control discussion in an orderly manner.
 - a. Every Councilmember who wishes an opportunity to speak must be recognized by the Chair.
 - b. Permit audience participation at the appropriate times.
 - c. Require all speakers to speak to the question and to observe the rules of order.
4. State each motion before it is discussed and before it is voted upon.
5. Put motions to a vote and announce the outcome.

RULE 6. QUORUM

At all meetings of the Council, four (4) Councilmembers, who are present and eligible to vote, shall constitute a quorum for the transaction of business. A less number may adjourn from time to time, provided that written notice of said adjournment be posted on the exterior City Hall front entry doors per RCW 42.30.090. Council meetings adjourned under the previous provision shall be considered to have been duly conducted for all purposes.

RULE 7. ATTENDANCE, EXCUSED ABSENCES

RCW 35A.12.060 provides that a Councilmember shall forfeit his/her office by failing to attend three consecutive regular meetings of the Council without being excused by the Council. Members of the Council may be so excused by complying with this section. The member shall contact the Presiding Officer prior to the meeting and state the reason for his/her inability to attend the meeting. If the member is unable to contact the Presiding Officer, the member shall contact the City Manager or designee, who shall convey the message to the Presiding Officer. Following roll call, the Presiding Officer shall inform the Council of the member's absence, state the reason for such absence, and excuse the member's absence. The Clerk will make an appropriate notation in the minutes. If another Councilmember questions the member's absence, the Presiding Officer shall inquire if there is a motion to excuse the member. This motion shall be non-debatable. Upon passage of such motion by a majority of members present, the absent member shall be considered excused and the Clerk will make an appropriate notation in the minutes.

RCW 35A.13.035 provides that in the event of extended excused absence or disability of a Councilmember, the remaining members by majority vote may appoint a Councilmember Pro Tempore to serve during the absence or disability.

During times of emergency, crisis, or as otherwise determined necessary by the City Council, City Council meetings may be attended remotely by City Council members. Councilmembers who attend remotely shall be deemed present and eligible to vote and shall constitute members of a quorum for the transaction of business. The City Clerk shall establish the procedure for a Councilmember to attend remotely.

RULE 8. SPECIAL COUNCIL MEETINGS

- A. A special meeting may be called by the Mayor or any four (4) members of the Council.
- B. Notice of the special meeting shall be prepared in writing by the Clerk. The notice shall contain the following information about the meeting: time, place, and business to be transacted.
- C. The notice shall be delivered by mail or personally to each Councilmember, the City Manager, and the business office of each local newspaper and radio and television station which has on file a written request for notice of special meetings. The notice must be delivered personally or by mail at least twenty-four (24) hours prior to the meeting.
- D. The notices provided in this section may be dispensed within the circumstances provided by RCW 42.30.080, that is:
 - 1. As to any member who at or prior to the time of the meeting convenes files with the Clerk a written waiver of notice,
 - 2. As to any member who was actually present at the meeting at the time it convenes, and
 - 3. In the event a special meeting is called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, when time requirements of such notice would make notice impractical and increase the likelihood of such injury or damage.
- E. Final disposition shall not be taken on any other matter.

RULE 9. REGULAR COUNCIL MEETING AGENDA

- A. The City Manager or designee shall arrange a list of such matters ascending to the order of business and prepare an agenda for the Council with the concurrence of the Mayor.
- B. A copy of the agenda and Council packets containing supporting materials shall be prepared for Councilmembers and the City Manager on or before 4:30 P.M. two working days before a regular Council meeting.
- C. A copy of the agenda shall be prepared for the press on or before 4:30 P.M. two working days before a regular Council meeting.
- D. The Council shall have the option of deleting any item from the agenda or deferring an item on the agenda to a subsequent Council meeting. The Presiding Officer, one Councilmember, or the City Manager may introduce a new item to the agenda.

RULE 10. STUDY SESSIONS

- A. Study sessions may be designated as **Committee of the Whole Study Sessions** where no official action is contemplated. Study sessions may be held for the purpose of considering current issues of the City, coordinating the work of the City Council, and discussing draft ordinances, resolutions, and policy issues in detail. The City Clerk, under the direction of the City Manager and concurrence of the Mayor, shall arrange a Council work study session agenda for the Study Session. The Council study session agenda shall list the topics of discussion. After the proposed Council study session agenda has been approved by the City Manager, a copy of it along with any supporting materials shall be prepared for Councilmembers and the City Manager on or before 4:30 P.M. at least 24 hours before the Council study session.

- B. During the Council study session, the Presiding Officer may:
 - 1. introduce the subject and give background information;
 - 2. identify the eventual goal of the study session;
 - 3. act as a facilitator to keep the meeting discussion focused on the subject; and
 - 4. alert the Council when it is appropriate to call for a motion or other official direction of the Council.
- C. Minutes shall be taken of Council study sessions recording the names of Councilmembers present, motions made, actions taken, and an account of business discussed.
- D. Standing study sessions may be set by the majority vote of the Council for specific dates and times.
- E. Study sessions shall be held to a two-hour time limit unless extended by a motion and voice vote.

RULE 11. CITY MANAGER

The City Manager shall have the powers and duties listed in RCW 35A.13.080, including having general supervision over the administrative affairs of the City and attending all meetings of the Council at which his/her attendance may be required by that body unless excused. The City Manager may make recommendations to the Council and shall have the right to take part in the discussions of the Council, but shall have no vote. When the City Manager has an excused absence, the designee shall attend the meeting.

RULE 12. CLERK OF THE COUNCIL

The City Clerk shall be ex-officio Clerk of the Council and shall see that minutes are kept and shall perform such other and further duties in the meeting as may be required by the Council, Presiding Officer, or City Manager. In the absence of the City Clerk, the City Manager shall appoint another qualified person to act as Clerk of the Council.

RULE 13. CITY ATTORNEY

The City Attorney shall attend all regular meetings of the Council unless excused by the City Manager who will notify the Presiding Officer of the excused absence. The City Attorney shall, upon request, give an opinion, either written or oral, on legal questions. The City Attorney shall act as the Council's parliamentarian and decide all questions of order. The Acting City Attorney shall attend meetings when the City Attorney has been excused if his/her attendance is required.

SECTION II –DUTIES AND PRIVILEGES OF MEMBERS

RULE 14. FORMS OF ADDRESS

The Mayor shall be addressed as "Mayor (surname)", "Your Honor", or "Mr./Madam Mayor". The Mayor Pro Tempore, when acting for the Mayor, shall be addressed as "Mayor Pro Tem (surname)". Members of the Council shall be addressed as "Councilmember (surname)".

RULE 15. SEATING ARRANGEMENT

Councilmembers shall occupy the respective seats in the Council Chambers assigned to them by the Mayor.

RULE 16. APPEARANCE OF FAIRNESS DOCTRINE AND ITS APPLICATION

A. Appearance of Fairness Doctrine Defined.

1. "When the law which calls for public hearings gives the public not only the right to attend but the right to be heard as well, the hearings must not only be fair but must appear to be so. It is a situation where appearances are quite as important as substance. The test of whether the appearance of fairness doctrine has been violated is as follows: Would a disinterested person, having been apprised of the totality of a board member's personal interest in a matter being acted upon, be reasonably justified in thinking that partiality may exist? If answered in the affirmative, such deliberations, and any course of conduct reached thereon, should be voided." *Zehring v. Bellevue*, 99 Wn.2d 488 (1983).

B. Types Of Hearings To Which Doctrine Applies.

1. The Appearance of Fairness Doctrine shall apply only to those actions of the Council which are quasi-judicial in nature. Quasi-Judicial actions are defined as actions of the City Council which determine the legal rights, duties, or privileges of specific parties in a hearing or other contested proceeding.
2. Quasi-judicial actions do not include the legislative actions adopting, amending, or revising comprehensive, community or neighborhood plans or other land use planning documents, or the adoption of area-wide zoning ordinances or the adoption of a zoning amendment that is of area-wide significance. (RCW 42.36.010).
3. Some examples of quasi-judicial actions which may come before the Council are:
 - rezones or reclassifications of specific parcels of property
 - appeals from decisions of the Planning Commission
 - substantive appeals of threshold decisions under the State Environmental Protection Act, subdivisions, street vacations, and special land use permits

C. Obligations of Councilmembers, Procedure.

1. Councilmembers should recognize that the Appearance of Fairness Doctrine does not require the establishment of a conflict of interest, but whether there is an appearance of a conflict of interest to the average person. This may involve the Councilmember or a Councilmember's business associate or a member of the Councilmember's immediate family. It could involve ex parte (outside the hearing) communications, ownership of property in the vicinity, business dealings with the proponents or opponents before or after the hearing, business dealings of the Councilmember's employer with the proponents or opponents, announced predisposition, and the like.

2. Prior to any quasi-judicial hearing, each Councilmember should give consideration to whether a potential violation of the Appearance of Fairness Doctrine exists. If a potential violation exists, no matter how remote, the Councilmember should disclose such facts to the City Manager who may seek the opinion of the City Attorney as to whether a potential violation exists. The City Manager shall communicate such opinion to the Councilmember and to the Presiding Officer.
3. Anyone seeking to disqualify a Councilmember from participating in a decision on the basis of a violation of the Appearance of Fairness Doctrine must raise the challenge as soon as the basis for disqualification is made known or reasonably should have been made known prior to the issuance of the decision; upon failure to do so, the Doctrine may not be relied upon to invalidate the decision. The party seeking to disqualify the Councilmember shall state with specificity the basis for disqualification; for example: demonstrated bias or prejudice for or against a party to the proceedings, a monetary interest in the outcome of the proceedings, prejudgment of the issue prior to hearing the facts on the record, or ex parte contact. Should such challenge be made prior to the hearing, the City Manager shall direct the City Attorney to interview the Councilmember and render an opinion as to the likelihood that an Appearance of Fairness violation would be sustained in superior court.
4. Should such a challenge be made in the course of a quasi-judicial hearing, the Presiding Officer shall call a recess to permit the City Attorney to make such an interview and render such an opinion.
5. The Presiding Officer shall have sole authority to request a Councilmember to excuse himself/herself on the basis of an Appearance of Fairness violation. Further, if two (2) or more Councilmembers believe that an Appearance of Fairness violation exists, such individuals may move to request a Councilmember to excuse himself/herself on the basis of an appearance of Fairness violation. In arriving at this decision, the Presiding Officer or other Councilmembers shall give due regard to the opinion of the City Attorney.
6. Notwithstanding the request of the Presiding Officer or other Councilmembers, the Councilmember may participate in any such proceeding.

D. Specific Statutory Provisions.

1. Candidates for the City Council may express their opinions about pending or proposed quasi-judicial actions while campaigning. (RCW 42.36.040)
2. A candidate for the City Council who complies with all provisions of applicable public disclosure and ethics laws shall not be limited under the Appearance of Fairness Doctrine from accepting campaign contributions to finance the campaign, including outstanding debts. (RCW 42.36.050)
3. During the pendency of any quasi-judicial proceeding, no Councilmember may engage in ex parte communications with proponents or opponents about a proposal involved in the pending proceeding, unless the Councilmember:
 - a. places on the record the substance of such oral and written communications; and
 - b. provides that a public announcement of the content of the communication and of the parties' right to rebut the substance of the communication shall be made at each hearing where action is taken or considered on the subject. This does not prohibit correspondence between a citizen and his or her elected official if the correspondence is made a part of the record when it pertains to the subject matter of a quasi-judicial proceeding. (RCW 42.36.060)

E. Procedure on Application.

Any person making an application for any action leading to a quasi-judicial hearing shall be provided with a document containing the following information:

1. the names and addresses of all members of the City Council, and the Planning Commission; and
2. a statement that if the applicant intends to raise an Appearance of Fairness issue, the applicant should do so at least two weeks prior to any public hearing. The applicant shall acknowledge receipt of such document.

RULE 17. DISSENTS AND PROTESTS

Any Councilmember shall have the right to express dissent from or protest against any ordinance or resolution of the Council and have the reason, therefore, entered in the minutes.

RULE 18. RULES OF ORDER

Robert’s Rules of Order Newly Revised shall be used as the guideline for the conduct of Council Meetings, except in those cases where specific provisions contrary to Robert’s Rules are provided in these rules.

RULE 19. MOTIONS

All ordinances, resolutions, contracts, and items of business that require Council approval prior to the expenditure of funds shall be in the form of an affirmative motion.

RULE 20. ORDER OF BUSINESS

The business of all regular meetings of the Council shall be transacted as follows; provided, however, that the Presiding Officer may, during a Council meeting, rearrange items on the agenda to conduct the business before the Council more expeditiously. Further, any Councilmember may request additions, corrections, or other modifications to the agenda prior to or during a regular Council meeting.

- A. Call to order by the Presiding Officer.
- B. Pledge of Allegiance.
- C. Roll Call. (See Rule 7 for the procedure to excuse an absence).
- D. Presiding Officer's Report.
- E. City Manager Comments.
- F. Department Head Comments.
- G. Councilmember Comments.
- H. Public Comments (for items not on the agenda).
 1. Subjects either on the Consent Calendar or not on the current agenda. Any member of the public may request time to address the Council after first stating their name, address, and the subject of their comments. The Presiding Officer may then allow the comments subject to such time limitations as the Presiding Officer deems necessary, generally five (5) minutes. Following such comments, the Presiding Officer may place the matter on the current agenda or a future agenda, or refer the matter to the City Manager for investigation and report.
 2. Subjects on the current agenda. Any member of the public who wishes to address the Council on

an item on the current agenda shall make such a request to the Presiding Officer at the time when comments from the public are requested. As an option, the Presiding Officer may invoke the sign-in procedure defined in Rule 21(A). The Presiding Officer shall rule on the appropriateness of public comments as the agenda item is reached. The Presiding Officer may change the order of speakers so that testimony is heard in the most logical groupings, e.g. proponents, opponents, adjacent owners, vested interests, etc.

3. Any ruling by the Presiding Officer relative to the preceding two subsections may be overruled by a vote of a majority of members present.

I. Committee, Commission, and Liaison Reports.

J. Consent Calendar.

1. The City Manager, in consultation with the Mayor, shall set the following items of business on the Consent Calendar. Consent Calendar items shall consist of items that have been previously discussed or policies set by the Council and/or are so routine or technical in nature that passage is likely, such as, but not limited to, the following:
 - a. approval of vouchers/payroll warrants;
 - b. approval of minutes;
 - c. setting public hearings;
 - d. Communications requiring no action (e.g. liquor license renewals); and
 - e. Other items designated by the City Council by super majority vote of the City Council.
2. The Clerk of the Council shall read the Consent Calendar.
3. The proper Council motion on the Consent Calendar is as follows: “I move for adoption of the Consent Calendar.” This motion is non-debatable and will have the effect of moving to adopt all items on the Consent Calendar. Since the adoption of any item on the Consent Calendar implies unanimous consent, any member of the Council shall have the right to remove any item from the Consent Calendar.
4. Therefore, prior to the vote on the motion to adopt the Consent Calendar, the Presiding Officer shall inquire if any Councilmember wishes an item to be withdrawn from the Consent Calendar. If any matter is withdrawn, the Presiding Officer shall place the item at an appropriate place on the agenda for the current or a future meeting. Items not removed shall be adopted by a unanimous vote of the Councilmembers present without discussion.

K. Public Hearings (see Rule 21 for procedural details).

L. Unfinished Business.

1. All matters of business that have been presented to Council previously but which have not reached closure will be listed as sub-parts.
2. All necessary ordinances or resolutions will be included with sub-parts and listed by title.

M. New Business.

1. All matters of new business will be listed as sub-parts.
2. All necessary ordinances or resolutions will be included with sub-parts and listed by title.

N. Call for Final Comments.

Executive Session(s).

O. Adjournment.

No meeting shall be permitted to continue beyond 10:30 P.M. without the approval of the majority of the Councilmembers who are present and eligible to vote. A new time limit must be established before taking a Council vote to extend the meeting. In the event that a meeting has not been closed or continued by Council vote prior to 10:30 P.M., the items not acted on shall be deferred to the next regular Council meeting, unless the Council, by a majority vote of the members present, determines otherwise.

RULE 21. ACTIONS FOR A PUBLIC HEARING

(See appendix for full procedures):

A. Presiding Officer:

1. May require speakers to sign in with Clerk and may set time limits.
2. Asks Councilmembers if any reason requiring member to excuse themselves pursuant to Appearance of Fairness Doctrine. If answered in the affirmative, Councilmember excuses himself/herself and exits the Council Chamber.
3. Introduces item, opens hearing, announces rules of order:
 - If zoning amendment or zoning reclassification, asks parties to limit presentation to information within scope of legal standards and may ask Planner to announce legal standards.
4. Asks City Manager to describe matter under consideration.
5. Calls for proponents in quasi-judicial proceedings and speakers in non-quasi-judicial proceedings.
 - If zoning amendment or zoning reclassification may ask Planner to announce that site plans, artistic renditions, etc. in support of zoning amendment should be avoided and such plans are to go through the City's design review process through the Planning Commission.
6. Calls for additional proponents 3 times.
7. Call for opponents.
8. Calls for additional opponents 3 times.
9. Calls for proponents to speak in rebuttal.
10. Calls for Administration to introduce any material to subjects raised by proponents or opponents or alter initial recommendations.
11. Asks Councilmembers if questions and if so, appropriate person is recalled to podium.
12. Closes public hearing.
13. Asks if motion by any Councilmember
 - Must be in the form of affirmative motion.
 - Then ask for discussion by Council.
 - Asks administration for final comments/recommendations.
 - May ask Clerk to conduct a roll call vote.

RULE 22. VOTING

The votes during all meetings of the Council shall be transacted as follows:

- A. Unless otherwise provided for by statute, ordinance, or resolution, all votes shall be taken by voice, except that at the request of any Councilmember, a roll call shall be taken by the Clerk. The Clerk shall call the names in an alphabetical sequence with the Mayor, as Presiding Officer, voting last. Names for subsequent votes will go down the alphabetical list and the Clerk will call on the next name in alphabetical sequence with the Mayor, as Presiding Officer, voting last. This rotating alphabetical sequence will be continued throughout the meeting during voting sequences.
- B. In case of a tie in votes on any proposal, the proposal shall be considered lost.
- C. Every member who was in the Council Chambers when the question was put, shall give their vote unless the Council, for special reasons, shall excuse the member by motion or unless the Councilmember is excused in accordance with Rule 16. When the City Council has determined that remote attendance is allowed per Rule 7 of the City Council Rules of Procedures, City Councilmembers attending City Council meetings remotely will have all rights to vote as if they were physically present in Council Chambers.
- D. The general rule is that when a Councilmember refuses to vote, such member is regarded as having voted with the majority.
 1. Neutrality in voting is frowned upon except when a Councilmember has a direct or pecuniary interest that would result in a conflict of interest or when participation is prevented due to the Appearance of Fairness Doctrine. In that instance, the refusal to vote shall not be considered as an affirmative vote.
 2. In all other instances, except as hereinafter noted, the rule is that when a quorum is present, members present and not voting are deemed to have voted with the majority.
 3. If the vote is tied with a member abstaining, such member will be considered as voting in the affirmative so that the proposition being considered passes.
 4. However, when an affirmative vote of a majority is required by statute or ordinance, a failure to indicate a yea or nay vote will be considered as a negative indication, as abstention cannot be considered in fulfilling such affirmative vote requirement. Most matters before Council merely require a concurrence of a majority and this would be considered to be an exception to the general rule.
 5. When abstaining from voting, Councilmembers must explain the basis for their abstention. If the reason involves a legitimate rationale for not voting, the abstention will not be considered as a vote for the majority. If the rationale does not involve disqualifying circumstances, the abstention will be counted as a vote with those voting in the majority, unless the noted exception outlined previously applies.
- E. The affirmative vote of at least a majority of the whole membership of the Council (4 Councilmembers) is required for the passage of:
 - ordinances;
 - grant or revocation of franchise or license;
 - any resolution for the payment of money;
 - any approval of warrants; and
 - any resolution pertaining to personnel actions.

- F. The affirmative vote of at least a majority of the whole Council plus one (5 Councilmembers) is required for the passage of:
- public emergency ordinances (which take effect immediately);
 - expenditures for any calamity, violence of nature, riot, insurrection, or war; and
 - budget amendments.
- G. The affirmative vote of at least a majority of the membership of Council who are present and eligible to vote is required for the passage of:
- motions or resolutions not subject to the provisions of RCW, FMC, or these rules as amended.

RULE 23. COMMITTEES

All Committee meetings shall be open to the public. The Committee structure of the Council and the procedures governing all committees shall be as follows:

- A. Committee of the Whole.
1. The only standing committee of the Council shall be the Committee of the Whole (COW), composed of the entire Council sitting as a legislative study committee. The Committee of the Whole shall not take any official action while in committee.
 2. The Presiding Officer chairs the COW.
- B. Special Ad Hoc Council Study Committees.
1. Special Ad Hoc Council Study Committees may be created by the Council for a particular purpose, or when the issue is so complex and time consuming that it cannot be reasonably handled at a Council or COW meeting.
 2. Ad Hoc Study Committees shall consist of three Councilmembers appointed by the Mayor.
 3. The Mayor shall appoint the Chair of Ad Hoc Study Committees.
 4. Special Ad Hoc Council committees shall sunset at the end of their mission, but no later than the end of each calendar year unless specifically continued by the Council thereafter for a specified time period.
- C. Special Ad Hoc Citizen Advisory Committees.
1. Special Ad Hoc Citizen Advisory Committees may be created by the Council for a particular purpose. Committee members shall be appointed by the Mayor, with the advice and consent of the Council.
 2. The Mayor shall appoint the Chair of the Committee.
 3. Ad Hoc Citizen Advisory Committees shall sunset at the end of each calendar year unless specifically continued by the Council thereafter for a specified time period.
 4. At least one Councilmember will be appointed as a member and liaison of a Citizen Advisory Committee.
- D. Committees may make recommendations on proposed programs, services, ordinances, and resolutions within their area of responsibility before action is taken by the Council. The Committee Chair may present the recommendations of the committee during the discussion of the item of business.
- E. Employees shall staff the various committees as directed by the City Manager, but no staff person shall serve as a member of a Council or citizen study committee.

F. Minutes need not be taken of committee meetings, except for the Committee of the Whole.

RULE 24. COUNCIL LIAISONS

- A. In order to build additional Council expertise in various areas of City operations, the Mayor shall designate functional areas and appoint a Councilmember, at the beginning of the fiscal year, to serve as a liaison to the City Manager. Functional areas for liaison assignments may include the following, though specific areas may be adjusted depending on the organization of the City:
- Parks and Recreation
 - Environment, Planning, Building
 - Administration
 - Finance, IT
 - Water, Sewer, Storm
 - Public Safety, Court
 - Streets, Facilities & Equipment
- B. The City Manager and respective department heads shall strive to provide liaisons with additional information beyond that normally provided to the Council as a whole, and to keep the liaisons abreast of developments, trends, conditions and issues in the various functional areas of City government.

RULE 25. ENACTED ORDINANCES, RESOLUTIONS, MOTIONS, AND PROCLAMATIONS

- A. An enacted **ordinance** is a legislative act prescribing general, uniform, and permanent rules of conduct relating to the corporate affairs of the municipality. Council action shall be taken by ordinance when required by law, or to prescribe permanent rules of conduct which continue in force until repealed, or where such conduct is enforced by penalty.
- B. An enacted **resolution** is an internal legislative act which is a formal statement of policy concerning matters of special or temporary character. Council action shall be taken by resolution when required by law and in those instances where an expression of policy more formal than a motion is desired.
- C. An enacted **motion** is a form of action taken by the Council to direct that a specific action be taken on behalf of the municipality. A motion, once approved and entered into the record, is the equivalent of a resolution in those instances where a resolution is not required by law.
- D. An enacted **proclamation** is an official announcement made by either the City Council or the Mayor to proclaim occasions of importance or significance, certain people, groups, events, cultures, or causes. Proclamations should contain positive messages or call upon the support of the community.

RULE 26. PROCLAMATIONS

- A. City Council Proclamations.
City Council proclamations shall be publicly read at a City Council meeting and presented to or forwarded to a representative of the proclamation's subject matter.
- B. Mayor's Proclamations.
Are requested by a special interest group from within the City. Mayor's proclamations are signed by the Mayor and forwarded to a representative of the proclamation's subject matter.
- C. The Mayor and City Manager shall determine if the proclamation request is for a City Council

proclamation or a Mayor's proclamation.

D. All proclamation requests shall be submitted to the City Clerk.

RULE 27. RESOLUTIONS

A. Except for franchise resolutions as provided under Rule 28(B), a resolution may be put to its final passage on the same day on which it was introduced.

B. The Presiding Officer will read a summary statement of the Resolution prior to its passage; provided, should a majority of the Councilmembers present request that the entire resolution or certain of its sections be read, such requests shall be granted.

C. Printed copies shall be made available upon request to any person attending a Council meeting.

D. Resolutions take effect immediately after they are approved by the vote of the Council, unless otherwise provided.

RULE 28. ORDINANCES

The procedure for ordinances is as follows:

A. With the exception of franchise ordinances as provided below, an ordinance may be put to its final passage on the same day on which it was introduced.

1. The Presiding Officer will read a summary statement of the Ordinance prior to its passage; provided, should a majority of the Councilmembers present request that the entire ordinance or certain of its sections be read, such requests shall be granted.

2. Printed copies shall be made available upon request to any person attending a Council meeting.

3. No ordinance shall contain more than one subject.

4. An ordinance does not take effect until five days after date of publication, except for emergency situations.

B. Franchises.

All resolutions and ordinances granting a franchise require two readings prior to adoption. The second reading must be at least five (5) days after the first reading.

1. All franchise ordinances and resolutions may be passed only at a regular meeting of the Council; and at least four (4) Councilmembers must vote in favor of the franchise.

C. Emergency Ordinances.

By vote of one more than the majority (5 Councilmembers), the City Council may, without notice or hearing, adopt an emergency ordinance authorizing expenditures for a public emergency as defined and prescribed in RCW 35.33.081.

D. A Councilmember may, in open session, request of the Presiding Officer that the Council study the wisdom of enacting a particular ordinance. By affirmative motion, the Council may assign the proposed ordinance to a specific committee or the Committee of the Whole for study and consideration. The committee shall report its findings to the Council.

E. If a motion to pass an ordinance fails, the ordinance shall be considered lost.

F. Any ordinance amending or repealing any portion of the FMC shall also amend or repeal the respective portions of any underlying ordinance(s).

RULE 29. PERMISSION TO ADDRESS THE COUNCIL

Persons other than Councilmembers and management shall be permitted to address the Council upon introduction by the Presiding Officer or the chair of the appropriate Council committee.

RULE 30. RECONSIDERATION

- A. Any action of the Council, including final action on applications for changes in land use status; but excluding a reconsideration of any action previously reconsidered, motions to adjourn, motions to suspend the rules, an affirmative vote to lay on the table or to take from the table, or a vote electing to office one who is present and does not decline; shall be subject to a motion to reconsider.
 - 1. Such motions can be made only by a member of the prevailing side on the original action.
- B. A motion to reconsider must be made no later than the next succeeding regular Council meeting.
- C. A motion to reconsider is debatable only if the action being reconsidered is debatable.
- D. Upon passage of a motion to reconsider, the subject matter is returned to the table anew for any action the Council deems advisable.

RULE 31. COMPLAINTS AND SUGGESTIONS TO COUNCIL

When citizen complaints or suggestions are brought before the City Council not on an agenda, the Presiding Officer shall first determine whether the issue is legislative or administrative in nature and then:

- A. If legislative and a complaint about the letter or intent of legislative acts or suggestions for changes to such acts, and if the Council finds such complaint suggests a change to an ordinance or resolution of the City, the Council may refer the matter to a committee, Administration or the Committee of the Whole for study and recommendation.
- B. If administrative and a complaint regarding administrative staff performance, administrative execution or interpretation of legislative policy, or administrative policy within the authority of the City Manager, the Presiding Officer should then refer the complaint directly to the City Manager for his/her review if said complaint has not been so reviewed. The City Council may direct that the City Manager brief or report to the City Council when his/her response is made.

RULE 32. FILLING COUNCIL VACANCIES

- A. If a vacancy occurs in the office of Councilmember, the Council will follow the procedures outlined in RCW 42.12.070.
- B. To hold office as a Councilmember, the person must be a registered voter and a Fircrest resident for a period of at least one year prior.
- C. Where one position is vacant, the remaining members of the Council shall appoint a qualified person to fill the vacant position.
- D. Where two or more positions are vacant and two or more Councilmembers remain in office, the remaining Councilmembers shall appoint a qualified person to fill one of the vacant positions.
 - 1. The remaining Councilmembers and the newly appointed Councilmember shall appoint another qualified person to fill another vacant position, and so on until each of the vacant positions is filled.
 - 2. If less than two Councilmembers remain in office, the County Council shall appoint a qualified

person or persons to the Council until the Council has two members.

- E. If the City Council fails to appoint a qualified person to fill a vacancy within ninety days of the occurrence of the vacancy, the County Council shall appoint a qualified person to fill the vacancy.
 - 1. If the County Council fails to appoint a qualified person to fill the vacancy within 180 days, the governor may be petitioned to appoint a qualified person to fill the vacancy.
- F. As provided in RCW 29A.24.191 and 29A.52.240, each person appointed serves until a qualified person is elected at the next Council election that occurs 28 days or more after the occurrence of the vacancy.
 - 1. A primary is held if time exists and more than two candidates file for the vacant office; otherwise, a primary shall not be held and the person receiving the greatest number of votes is elected.
 - 2. The person elected takes office immediately when qualified and serves the remainder of the unexpired term.
 - 3. If an election for the position that became vacant would otherwise have been held at this general election date, only one election to fill the position shall be held and the person elected to fill the succeeding term for that position shall take office immediately when qualified and shall serve both the remainder of the unexpired term and the succeeding term.

RULE 33. PHOTOGRAPHS, MOTION PICTURES, VIDEO TAPE -- PERMISSION REQUIRED FOR ARTIFICIAL ILLUMINATION

No photographs, motion pictures, or video tapes that require the use of flash bulbs, electronic flashes, flood lights, or similar artificial illumination shall be made at City Council meetings without the consent of the Presiding Officer or a majority of the Council.

RULE 34. COUNCIL TRAVEL

- A. The Council may appropriate funds for Council travel in the legislative department of the annual City budget.
 - 1. Any Councilmember who desires to expend Council travel funds, where the cost of such travel, lodging and meals would exceed \$150, shall complete the regular City "Training Attendance Request" form.
 - 2. Upon receipt by the City Manager, the completed form will be put in the Council packets for the next regular meeting. The City Manager shall bring the item to the floor under City Manager Comments, and the Council shall act to approve, disapprove, or modify the request.

RULE 35. APPROVAL OF CITY MANAGER TRAVEL EXPENSE CLAIMS AND PERSONNEL ACTION FORMS

The Presiding Officer or designee will approve City Manager travel expense claims and Personnel Action forms.

RULE 36. VACANCIES IN COMMISSIONS AND BOARDS

Notices will be posted at all public buildings when vacancies exist in commission and board positions. Notices will request letters of interest and list any required qualifications.

RULE 37. PUBLICATION AND POSTING OF NOTICES FOR HEARINGS AND FORTHCOMING COUNCIL MEETINGS

A. Public Hearings.

Except where a specific means of notifying the public of a public hearing is otherwise provided by law or ordinance, notice of upcoming public hearings before the City Council shall be given by one publication of notice containing the time, place, and date when the hearing is to be held and subject thereof, in the City's official newspaper at least ten (10) days before the date set for the hearing.

B. Council Meetings.

The public shall be notified of the preliminary agenda for a forthcoming Council meeting by posting a copy of the agenda at the following four (4) public places at least twenty-four (24) hours in advance of the meeting:

1. Fircrest City Hall
2. Fircrest Recreation Center Building
3. Fircrest Public Safety Building
4. Fircrest Public Works Facility

RULE 38. COUNCILMEMBERS' MAIL AND MESSAGES

A. The majority of Council's mail is sent to City Hall. Unless marked "personal" or "confidential", staff opens and date stamps all mail unless notified by a Councilmember to leave it sealed. Each Councilmember is assigned a mail and message box, which is located in City Hall. All mail and messages will be included in Council packets.

B. A message box will be maintained for "General Council Information" and will be located near the individual Councilmembers' mail and message boxes.

C. Phone messages will be taken and placed in Council mail and message boxes. Councilmembers' home and work telephone numbers will be given to the general public upon request, unless a Councilmember has an unlisted phone number or requests that a number not be given.

RULE 39. REQUESTS FOR LEGAL OPINIONS

A. It is the policy of the City that all requests for legal assistance from the City Attorney's Office which require a written response (opinion, resolution, or ordinance) be processed through the City Manager's office or with the approval of the Mayor in recognition that the City Attorney also serves the City Council as a whole.

B. This policy shall not apply to requests made by motion of the Council or to routine matters that can be addressed over the phone or in person without a formal written response.

RULE 40. CODE OF ETHICS

The conduct of Councilmembers will be in compliance with F.M.C. 2.46 Conduct of Public Officials. (See attachment)

RULE 41. MISCELLANEOUS

When Councilmembers register to attend an official conference requiring voting delegates, such as the annual National League of Cities or Association of Washington Cities, the Council shall designate the voting delegate(s) and alternate voting delegate(s) during a public meeting, by a majority vote; when possible, said selection of voting delegate(s) shall be done on a rotating basis for the purpose of allowing all Councilmembers the opportunity to be an official voting delegate.

RULE 42. SUSPENSION AND AMENDMENT OF RULES

Any provision of these rules not governed by state law or ordinance, may be temporarily suspended by a majority vote of the Council.

These rules may be amended, or new rules adopted, by a majority vote of the Council.