

**FIRCREST CITY COUNCIL  
REGULAR MEETING  
AGENDA**

**TUESDAY, APRIL 23, 2024  
7:00 P.M.**

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

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**Pg.#**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. EXECUTIVE SESSION**
  - A. To Discuss Potential Litigation, pursuant to RCW 42.30.110(1)(i) & To Review the Performance of a Public Employee, pursuant to RCW 42.30.110(1)(g)
- 5. PRESIDING OFFICER'S REPORT**
  - A. AWC Conference Delegates Discussion
- 6. CITY MANAGER COMMENTS**
- 7. DEPARTMENT HEAD COMMENTS**
- 8. COUNCILMEMBER COMMENTS**
- 9. PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA**
- 10. COMMITTEE, COMMISSION & LIAISON REPORTS**
  - A. Parks, Recreation, and Sustainability
  - B. Police/Public Safety and Court
  - C. Public Works
  - D. Pierce County Regional Council
  - E. Other Liaison Reports
- 11. CONSENT CALENDAR**
  - A. Approval of [vouchers](#)/payroll checks 2
  - B. [Royal Thai Bistro Liquor License Renewal](#) 14  
[Nari Sushi & Steak Liquor License Renewal](#) 15  
*There were no objections registered for the approval of this liquor license application.*
  - C. Approval of Minutes: [April 09, 2024, Regular Meeting](#) 16
- 12. PUBLIC HEARING**
- 13. UNFINISHED BUSINESS**
- 14. NEW BUSINESS**
  - A. [Resolution: State of WA Surplus Interlocal Agreement](#) 21
  - B. [Resolution: Approval of the 2024 Stormwater Management Program Plan Update](#) 29
  - C. [Resolution: Approval of the 2023-2025 Stormwater Capacity Grant Agreement](#) 72
  - D. [Resolution: Wellhouse #7 Construction Bid Award](#) 95
  - E. [Resolution: Electron Way/Contra Costa Avenue Project Design Contract](#) 131
  - F. [Memorandum of Understanding - Fircrest Police Schedule Change](#) 149
  - G. [Resolution: NW Copier Lease Agreement](#) 156
- 15. CALL FOR FINAL COMMENTS**
- 16. ADJOURNMENT**

Join the Zoom Meeting: *Dial-in Information: 1-253-215-8782 Webinar ID: 850 6025 7564 Password: 412467*

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# ACCOUNTS PAYABLE

City Of Fircrest

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
32144	04/08/2024	04/23/2024	4298 AWC Employee Benefit Trust	775.14	05/2024 Retired Medical
	521 22 20 01		LEOFF I Medical Premiums 001 000 521 General Fund	775.14	05/2024 Retired Medical
32198	04/16/2024	04/23/2024	10562 Amazon Capital Services	140.36	Wellness Supplies; Central Office Supplies; Acrylic Ruler; Monitor Riser, Whiteboard Accessory Holder; Magnetic Hooks
	513 10 35 00		Small Tools & Equip - Admir 001 000 513 General Fund	10.89	Whiteboard Accessory Holder
	513 10 35 00		Small Tools & Equip - Admir 001 000 513 General Fund	11.03	Corner Monitor Riser
	513 10 35 00		Small Tools & Equip - Admir 001 000 513 General Fund	16.72	Magnetic Hooks for Signage
	517 90 31 01		Oper Supplies - Wellness Prc 001 000 517 General Fund	25.35	Snacks for Gift Baggies (Earth Day)
	517 90 31 01		Oper Supplies - Wellness Prc 001 000 517 General Fund	32.85	Stickers, Gift Bags, Stuffers (Earth Day)
	518 10 34 01		Office Supplies - Central 001 000 518 General Fund	17.93	Post-it Notes
	518 10 34 01		Office Supplies - Central 001 000 518 General Fund	11.92	Oxford Spiral Notebook (6pack)
	518 10 34 01		Office Supplies - Central 001 000 518 General Fund	11.55	Mechanical Pencils & Refill Erasers
	518 10 35 00		Small Tools & Equip - Non E 001 000 518 General Fund	2.12	Acrylic Clear Ruler
32194	04/15/2024	04/23/2024	7201 Audio Innovations	400.00	Sound for Mom & Son Dance
	573 90 49 01		Community Events 001 000 573 General Fund	400.00	Sound for Mom & Son Dance
32189	04/15/2024	04/23/2024	5805 CenturyLink (Lumen LD)	9.08	Long Distance Access & Usage 04/2024
	518 10 42 00		Communication - Non Dept 001 000 518 General Fund	9.08	Long Distance Access & Usage 04/2024
32166	04/08/2024	04/23/2024	3994 CenturyLink	427.83	Telecommunications - April 2024
	518 10 42 00		Communication - Non Dept 001 000 518 General Fund	75.06	City Hall Alarm & Fax (2) - 04/2024
	521 22 42 00		Communication - Police 001 000 521 General Fund	262.75	Police BA/Modem & Fax - 04/2024
	531 50 42 00		Communication - Storm 415 000 531 Storm Drain	6.26	PW Alarm - 04/2024
	534 10 42 00		Communication - Water Adr 425 000 534 Water Fund (deq	6.25	PW Alarm - 04/2024
	534 10 42 00		Communication - Water Adr 425 000 534 Water Fund (deq	32.50	PW DSL/Telemetry - 04/2024
	535 10 42 01		Communication - Sewer Adr 430 000 535 Sewer Fund (deq	6.25	PW Alarm - 04/2024
	535 10 42 01		Communication - Sewer Adr 430 000 535 Sewer Fund (deq	32.50	PW DSL/Telemetry - 04/2024
	542 30 42 00		Communication - Street Reg 101 000 542 City Street Fund	6.26	PW Alarm - 04/2024
32146	04/08/2024	04/23/2024	4324 City Treasurer-Tacoma	69,221.50	Fire/EMS - 05/2024
	522 20 40 00		Tacoma Contract - Fire 001 000 522 General Fund	21,886.75	Fire - 05/2024
	522 20 41 00		Tacoma Contract - EMS 001 000 522 General Fund	47,334.75	EMS - 05/2024
32163	04/08/2024	04/23/2024	3573 Copiers Northwest Inc	37.23	Printer Usage 02/28/24-03/28/24
	521 22 45 00		Oper Rentals - Copier - Polic 001 000 521 General Fund	37.23	Printer Usage 02/28/24-03/28/24

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32200	04/16/2024	04/23/2024	3573 Copiers Northwest Inc	20.61	Copier Usage 03/14/24-04/13/24
	521 22 45 00	Oper Rentals - Copier - Polic	001 000 521 General Fund	20.61	Copier Usage 03/14/24-04/13/24
Total Copiers Northwest Inc				57.84	
32207	04/18/2024	04/23/2024	3589 Databar Inc	2,195.21	Town Topics - Statement Production - April 2024, Postage, Town Topics, Community Sponsorship; Community Sponsorship Program Flyers - April 2024
	518 10 49 01	Town Topics/Citizen Commu	001 000 518 General Fund	59.98	April 2024 Town Topics Insert
	531 50 42 01	Postage - Storm	415 000 531 Storm Drain	75.65	April 2024 UB Postage
	531 50 42 01	Postage - Storm	415 000 531 Storm Drain	310.31	April 2024 UB Postage
	531 50 49 06	Mailing Service - Storm	415 000 531 Storm Drain	113.39	April 2024 Mailing Svc
	531 50 49 06	Mailing Service - Storm	415 000 531 Storm Drain	415.95	April 2024 Mailing Svc
	534 10 42 01	Postage - Water Admin	425 000 534 Water Fund (de	75.66	April 2024 UB Postage
	534 10 42 01	Postage - Water Admin	425 000 534 Water Fund (de	310.31	April 2024 UB Postage
	534 10 49 06	Mailing Service - Water Adr	425 000 534 Water Fund (de	113.40	April 2024 UB Mailing Svc
	534 10 49 06	Mailing Service - Water Adr	425 000 534 Water Fund (de	415.96	April 2024 Mailing Svc
	535 10 42 02	Postage - Sewer Admin	430 000 535 Sewer Fund (de	75.65	April 2024 UB Postage
	535 10 42 02	Postage - Sewer Admin	430 000 535 Sewer Fund (de	310.31	April 2024 UB Postage
	535 10 49 05	Mailing Service - Sewer Adr	430 000 535 Sewer Fund (de	113.39	April 2024 UB Mailing Svc
	535 10 49 05	Mailing Service - Sewer Adr	430 000 535 Sewer Fund (de	415.96	April 2024 Mailing Svc
	542 80 31 04	Oper Supplies - Beautificatic	101 000 542 City Street Fund	-1,483.70	Credit for Overpayment of Community Sponsorship Program
	542 80 31 04	Oper Supplies - Beautificatic	101 000 542 City Street Fund	813.01	Community Sponsorship Program Flyers - April 2024
	542 80 31 04	Oper Supplies - Beautificatic	101 000 542 City Street Fund	59.98	April 2024 Community Sponsorship Flyer
32165	04/08/2024	04/23/2024	3600 Dept Of Retirement Systems	25.00	OASI Administrative Fee (2023)
	513 10 49 02	Dues/Member/Subscriptions	001 000 513 General Fund	25.00	OASI Administrative Fee (2023)
32202	04/17/2024	04/23/2024	4310 Dept Of Revenue-EXCISE TAX	189.35	March 2024 Excise Taxes
	514 23 49 00	Miscellaneous - Finance	001 000 514 General Fund	0.36	March 2024 Excise Taxes
	518 20 43 01	Excise Tax - Time/Temp Ren	001 000 518 General Fund	1.22	March 2024 Excise Taxes
	531 50 44 00	Excise Tax - Storm	415 000 531 Storm Drain	7.45	March 2024 Excise Taxes
	534 10 44 00	Excise Tax - Water	425 000 534 Water Fund (de	18.77	March 2024 Excise Taxes
	535 10 44 00	Excise Tax - Sewer	430 000 535 Sewer Fund (de	17.54	March 2024 Excise Taxes
	571 20 43 00	Excise Tax - Participation Fee	001 000 571 General Fund	9.32	March 2024 Excise Taxes
	573 90 49 01	Community Events	001 000 573 General Fund	98.78	March 2024 Excise Taxes
	576 20 43 00	Excise Tax - Pool Revenue	001 000 576 General Fund	31.78	March 2024 Excise Taxes

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589 30 00 00	Retail Sales Tax		655 000 580 Agency Fund/Bd	4.13	March 2024 Excise Taxes
32197	04/16/2024	04/23/2024	10533 Desco Electronics, Corp, Dba DescoAV	4,770.56	AV System Upgrade - Equipment & Labor (Council Chambers/Courtroom) - ARPA
594 11 64 00	Machinery & Equipment - Le		001 000 511 General Fund	4,770.56	AV System Upgrade - Equipment & Labor (Council Chambers/Courtroom) - ARPA
32147	04/08/2024	04/23/2024	3606 Dickson Company	161.40	Dump Fee - Old Sidewalk from Fircrest Park
576 80 47 01	Dumping Fees - Parks		001 000 576 General Fund	161.40	Dump Fee - Old Sidewalk from Fircrest Park
32190	04/15/2024	04/23/2024	8532 Dog Waste Depot	351.98	Dog Waste Bags (2 Cases)
576 80 31 02	Oper Supplies - Parks		001 000 576 General Fund	351.98	Dog Waste Bags (2 Cases)
32205	04/17/2024	04/23/2024	10263 Dunbar, Julieanna R	780.91	2024 WPTA Conference - Mileage; Resort; Meals
514 23 43 00	Travel - Finance		001 000 514 General Fund	780.91	2024 WPTA Conference - Mileage; Resort; Meals
32186	04/12/2024	04/23/2024	3636 Ferguson Enterprises, LLC, #417592	446.21	Water Meter Setters
534 50 31 01	Oper Supplies - Water Main		425 000 534 Water Fund (dep	446.21	Water Meter Setters
32203	04/17/2024	04/23/2024	4318 Fircrest City of - Interfund (Treasur	1,049.77	March 2024 Interfund
518 30 47 00	Public Utility Services - City I		001 000 518 General Fund	446.71	March 2024 Interfund
531 50 47 02	Public Utility Services - Bldg		415 000 531 Storm Drain	96.55	March 2024 Interfund
531 50 47 02	Public Utility Services - Bldg		415 000 531 Storm Drain	1.60	March 2024 Interfund
534 10 47 00	Utility Services/Building - W		425 000 534 Water Fund (dep	232.55	March 2024 Interfund
534 80 47 01	Utility Services/Pumping		425 000 534 Water Fund (dep	233.46	March 2024 Interfund
534 80 47 03	Public Utility Services - Mete		425 000 534 Water Fund (dep	3.75	March 2024 Interfund
535 10 47 00	Utility Services/Building - Se		430 000 535 Sewer Fund (dep	232.54	March 2024 Interfund
535 80 47 04	Public Utility Services - Mete		430 000 535 Sewer Fund (dep	3.75	March 2024 Interfund
542 30 47 02	Electricity & Gas/Bldg - Stree		101 000 542 City Street Fund	96.55	March 2024 Interfund
542 30 47 02	Electricity & Gas/Bldg - Stree		101 000 542 City Street Fund	1.60	March 2024 Interfund
542 80 47 00	Public Utility Services - St Be		101 000 542 City Street Fund	1.42	March 2024 Interfund
548 65 47 00	Utility Services/Building - Sh		501 000 548 Equipment Rent	34.50	March 2024 Interfund
571 10 47 00	Public Utility Services - Rec		001 000 571 General Fund	290.60	March 2024 Interfund
576 20 47 00	Public Utility Services - Pool		001 000 576 General Fund	-1,507.18	March 2024 Interfund
576 80 47 00	Public Utility Services - Parks		001 000 576 General Fund	881.37	March 2024 Interfund
32111	04/03/2024	04/23/2024	9338 Fuelman Fleet Program	523.24	Gas/Fuel - 03/2024
548 65 31 08	Gas - Police		501 000 548 Equipment Rent	302.27	Police - 03/2024
548 65 31 11	Gas - Parks/Rec		501 000 548 Equipment Rent	91.57	Parks - 03/2024

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548 65 31 14	Gas - Water/Sewer		501 000 548 Equipment Rent:	129.40	W/S - 03/2024
32193	04/15/2024	04/23/2024	6774 Greenleaf Landscaping 1 Inc	1,590.95	P#64 Replacement of Community Center Trees (due to contractor refusing to replace)
594 76 62 03	Buildings & Structures - PBC		301 000 594 Park Bond Capit:	1,590.95	P#64 Replacement of Community Center Trees (due to contractor refusing to replace)
32162	04/08/2024	04/23/2024	9927 Harris, Mitchell	78.00	Library Reimbursement - 1 Year
572 21 49 00	Library Services		001 000 572 General Fund	78.00	Library Reimbursement - 1 Year
32161	04/08/2024	04/23/2024	3692 Home Depot Credit Services	71.92	Material for Picnic Table Repairs
576 80 31 02	Oper Supplies - Parks		001 000 576 General Fund	71.92	Material for Picnic Table Repairs
32175	04/09/2024	04/23/2024	3692 Home Depot Credit Services	14.82	Buckets to Clean Fluoride Containers
534 50 31 01	Oper Supplies - Water Main		425 000 534 Water Fund (de	14.82	Buckets to Clean Fluoride Containers
			Total Home Depot Credit Services	86.74	
32169	04/09/2024	04/23/2024	1128 Jacobson, G Stanley	276.56	01-01220.0 - 136 GOLDEN GATE AV
343 10 00 00	Storm Drain Revenues		415 000 340 Storm Drain	-73.74	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-82.19	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-120.63	
32178	04/10/2024	04/23/2024	9333 Johnston, Wesley	78.00	Library Reimbursement - 1 Year (Kelly Johnston)
572 21 49 00	Library Services		001 000 572 General Fund	78.00	Library Reimbursement - 1 Year (Kelly Johnston)
32199	04/16/2024	04/23/2024	2366 Jones, Tim	78.00	Library Reimbursement - 1 Year (Tim Jones)
572 21 49 00	Library Services		001 000 572 General Fund	78.00	Library Reimbursement - 1 Year (Tim Jones)
32179	04/10/2024	04/23/2024	9817 Kenyon Disend	1,457.50	Attorney Services - March 2024 - Land Use
535 10 41 00	Prof Svcs - Sewer Admin		430 000 535 Sewer Fund (de	1,457.50	Attorney Services - March 2024 - Land Use
32180	04/10/2024	04/23/2024	9817 Kenyon Disend	2,092.27	Attorney Services - March 2024 - Personnel Issues
518 11 41 00	Prof Svcs - Personnel		001 000 518 General Fund	2,092.27	Attorney Services - March 2024 - Personnel Issues
32181	04/10/2024	04/23/2024	9817 Kenyon Disend	1,656.50	Attorney Services - March 2024
515 41 41 01	City Attorney		001 000 515 General Fund	1,656.50	Attorney Services - March 2024

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			Total Kenyon Disend	5,206.27	
32170	04/09/2024	04/23/2024	9745 Kimbrough, Tiah	23.49	02-00440.0 - 134 ELDORADO AVE
	343 10 00 00		Storm Drain Revenues	-5.15	
	343 40 00 00		Sale Of Water	-5.89	
	343 50 00 00		Sewer Revenues	-12.45	
32174	04/09/2024	04/23/2024	3791 Lowe's Company-#338954	92.48	Operation Supplies - Box of Rags (200ct)
	534 50 31 01		Oper Supplies - Water Main	92.48	Operation Supplies - Box of Rags (200ct)
32184	04/11/2024	04/23/2024	3866 MRSC of Washington	135.00	MRSC Rosters - Annual Charge 2024
	518 10 49 03		Dues/Member/Subscriptions	27.00	MRSC Rosters - Annual Charge 2024
	531 50 49 05		Dues/Member/Subscriptions	27.00	MRSC Rosters - Annual Charge 2024
	534 10 49 03		Dues/Member/Subscriptions	27.00	MRSC Rosters - Annual Charge 2024
	535 10 49 02		Dues/Member/Subscriptions	27.00	MRSC Rosters - Annual Charge 2024
	542 30 49 03		Dues/Member/Subscriptions	27.00	MRSC Rosters - Annual Charge 2024
32145	04/08/2024	04/23/2024	6639 McClain's Soil Supply	94.86	Bark (5 Yds) For Alice Peers Park
	576 80 31 02		Oper Supplies - Parks	94.86	Bark (5 Yds) For Alice Peers Park
32195	04/16/2024	04/23/2024	9936 Owen, Mark	26.50	06-02630.1 - 1574 CYPRESS POINT AVE
	343 40 00 00		Sale Of Water	-8.51	
	343 50 00 00		Sewer Revenues	-17.99	
32201	04/16/2024	04/23/2024	3957 PC Budget & Finance	137.50	#2745EX Removal of Radio & Control Head
	548 65 48 08		O & M - Police	137.50	#2745EX Removal of Radio & Control Head
32187	04/15/2024	04/23/2024	8993 Pacific Office Automation - A/R	581.20	Copier Usage - 03/01/2024 - 04/01/2024
	512 51 45 00		Oper Rentals - Copier - Cour	38.34	Court 03/01/2024 - 04/01/2024
	518 10 45 00		Oper Rentals - Copier - Non	354.33	City Hall 03/01/2024 - 04/01/2024
	531 50 45 00		Oper Rentals - Copier - Storm	19.41	Storm 03/01/2024 - 04/01/2024
	534 10 45 02		Oper Rentals - Copier - Water	19.41	Water 03/01/2024 - 04/01/2024
	535 10 45 00		Oper Rentals - Copier - Sewer	19.41	Sewer 03/01/2024 - 04/01/2024
	542 30 45 00		Oper Rentals - Copier - Street	19.41	Street 03/01/2024 - 04/01/2024
	571 10 45 01		Oper Rentals - Copier - Rec	99.80	Rec 03/01/2024 - 04/01/2024
	576 80 45 00		Oper Rentals - Copier - Park	11.09	Parks 03/01/2024 - 04/01/2024
32204	04/17/2024	04/23/2024	3955 Petrocard Systems Inc	208.71	Gas/Fuel - 04/2024
	548 65 31 12		Gas - Street	26.09	Street - 04/2024

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548 65 31 13	Gas - Storm		501 000 548 Equipment Rent:	26.09	Storm - 04/2024
548 65 31 14	Gas - Water/Sewer		501 000 548 Equipment Rent:	156.53	W/S - 04/2024
32188	04/15/2024	04/23/2024	10221 Petty Cash-ParksRec	78.25	Senior Morning Supplies
571 10 31 02	Senior Program Supplies		001 000 571 General Fund	78.25	Senior Morning Supplies
32182	04/10/2024	04/23/2024	3986 Puget Sound Energy, BOT-01H	128.00	Natural Gas - City Hall March 2024
518 30 47 00	Public Utility Services - City I		001 000 518 General Fund	128.00	Natural Gas - City Hall March 2024
32183	04/10/2024	04/23/2024	3986 Puget Sound Energy, BOT-01H	249.78	Natural Gas - PW - March 2024
531 50 47 02	Public Utility Services - Bldg		415 000 531 Storm Drain	62.44	Natural Gas - PW - March 2024
534 10 47 00	Utility Services/Building - W:		425 000 534 Water Fund (de	62.44	Natural Gas - PW - March 2024
535 10 47 00	Utility Services/Building - Se		430 000 535 Sewer Fund (de	62.45	Natural Gas - PW - March 2024
542 30 47 02	Electricity & Gas/Bldg - Stree		101 000 542 City Street Fund	62.45	Natural Gas - PW - March 2024
Total Puget Sound Energy, BOT-01H				377.78	
32185	04/12/2024	04/23/2024	337 Roberts, Christopher	950.01	EVOC Instructor Training (Spokane) - 3/24/24 - 4/5/24 - Meals & Gas
521 22 43 00	Travel - Police		001 000 521 General Fund	950.01	EVOC Instructor Training (Spokane) - 3/24/24 - 4/5/24 - Meals & Gas
32171	04/09/2024	04/23/2024	9937 Royer, Wilson	227.37	06-02230.4 - 1583 ESTATE PLACE
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-72.99	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-154.38	
32148	04/08/2024	04/23/2024	4035 Sarco Supply	355.32	Janitorial Supplies - Parks Structures
576 80 31 01	Janitorial Supplies - Parks St		001 000 576 General Fund	355.32	Janitorial Supplies - Parks Structures
32149	04/08/2024	04/23/2024	4035 Sarco Supply	217.45	Janitorial Supplies - Pool
576 20 31 02	Janitorial Supplies - Pool		001 000 576 General Fund	217.45	Janitorial Supplies - Pool
32150	04/08/2024	04/23/2024	4035 Sarco Supply	390.79	Janitorial Supplies - Rec Bldg
571 10 31 04	Janitorial Supplies - Rec Bldg		001 000 571 General Fund	390.79	Janitorial Supplies - Rec Bldg
Total Sarco Supply				963.56	
32151	04/08/2024	04/23/2024	6088 Sentinel Pest Control Inc	126.24	Pest Control - City Hall - 04/2024

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	518 30 48 02 Rep & Maint - City Hall		001 000 518 General Fund	126.24	Pest Control - City Hall - 04/2024
32192	04/15/2024	04/23/2024	2752 Smith, Leonard	78.00	Library Reimbursement - 1 Year (Dorothy Smith)
	572 21 49 00 Library Services		001 000 572 General Fund	78.00	
32167	04/08/2024	04/23/2024	5304 South Sound 911	36,062.50	2nd Qtr 2024 - SouthSound 911 Contract Services
	521 22 41 02 Dispatching (Communication)		001 000 521 General Fund	23,312.50	LE Communications Services 2nd Qtr 2024
	521 22 41 04 Records (CPL Permitting)		001 000 521 General Fund	3,860.00	Records/Permitting Services 2nd Qtr 2024
	521 22 41 05 IT Charges (RMS)		001 000 521 General Fund	8,890.00	RMS & IT Support Services 2nd Qtr 2024
32153	04/08/2024	04/23/2024	4110 Superior Linen Service	49.12	Linen Service 03/22/24 - Public Works
	518 30 48 03 Rep & Maint - PW		001 000 518 General Fund	49.12	Linen Service 03/22/24 - Public Works
32154	04/08/2024	04/23/2024	4110 Superior Linen Service	49.12	Linen Service 03/08/24 - Public Works
	518 30 48 03 Rep & Maint - PW		001 000 518 General Fund	49.12	Linen Service 03/08/24 - Public Works
32155	04/08/2024	04/23/2024	4110 Superior Linen Service	81.41	Linen Service 03/22/24 - City Hall
	518 30 48 02 Rep & Maint - City Hall		001 000 518 General Fund	81.41	Linen Service 03/22/24 - City Hall
32156	04/08/2024	04/23/2024	4110 Superior Linen Service	81.41	Linen Service 03/08/24 - City Hall
	518 30 48 02 Rep & Maint - City Hall		001 000 518 General Fund	81.41	Linen Service 03/08/24 - City Hall
32157	04/08/2024	04/23/2024	4110 Superior Linen Service	124.77	Linen Service 03/20/24 - Rec Center
	518 30 48 01 Rep & Maint - Rec Bldg		001 000 518 General Fund	124.77	Linen Service 03/20/24 - Rec Center
32158	04/08/2024	04/23/2024	4110 Superior Linen Service	124.77	Linen Service 03/06/24 - Rec Center
	518 30 48 01 Rep & Maint - Rec Bldg		001 000 518 General Fund	124.77	Linen Service 03/06/24 - Rec Center
32159	04/08/2024	04/23/2024	4110 Superior Linen Service	52.42	Linen Service 03/20/24 - Pool Party Room
	576 20 49 02 Miscellaneous - Pool		001 000 576 General Fund	52.42	Linen Service 03/20/24 - Pool Party Room
32160	04/08/2024	04/23/2024	4110 Superior Linen Service	52.42	Linen Service 03/06/24 - Pool Party Room
	576 20 49 02 Miscellaneous - Pool		001 000 576 General Fund	52.42	Linen Service 03/06/24 - Pool Party Room
			Total Superior Linen Service	615.44	
32196	04/16/2024	04/23/2024	4322 Tacoma, City of - POWER	12,989.46	Power - Various Locations - April 2024
	518 30 47 00 Public Utility Services - City I		001 000 518 General Fund	711.42	City Hall Power - 04/2024



# ACCOUNTS PAYABLE

City Of Fircrest

Time: 08:21:36 Date: 04/19/2024

As Of: 04/23/2024

Page: 8

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
531 50 47 02	Public Utility Services - Bldg		415 000 531 Storm Drain	89.55	PW Power - 04/2024
534 10 47 00	Utility Services/Building - W:		425 000 534 Water Fund (de	89.54	PW Power - 4/2024
534 80 47 01	Utility Services/Pumping		425 000 534 Water Fund (de	5,420.57	PW, Well #4, #6, #7, #8, #9, Golf Course, Weathervane Booster - 04/2024
535 10 47 00	Utility Services/Building - Se		430 000 535 Sewer Fund (de	89.54	PW Power - 04/2024
535 80 47 01	Utility Services/Pumping		430 000 535 Sewer Fund (de	1,520.77	Pumps/LS Power - 04/2024
542 30 47 02	Electricity & Gas/Bldg - Stret		101 000 542 City Street Fund	89.55	PW Power - 04/2024
542 30 47 03	Electricity/Traffic Lights		101 000 542 City Street Fund	64.65	Traffic Control - 04/2024
542 63 47 00	Electricity/Street Lights		101 000 542 City Street Fund	1,308.94	Street Lights - 04/2024
548 65 47 00	Utility Services/Building - Sh		501 000 548 Equipment Rent:	73.26	F&E Garage Power - 04/2024
571 10 47 00	Public Utility Services - Rec		001 000 571 General Fund	1,131.39	Rec Center Power - 04/2024
576 20 47 00	Public Utility Services - Pool		001 000 576 General Fund	1,291.72	Pool Power - 04/2024
576 80 47 00	Public Utility Services - Parks		001 000 576 General Fund	1,108.56	Parks Power - 04/2024
32176	04/09/2024	04/23/2024	4154 Torrey, Ardys	78.00	Library Reimbursement - 1 Year
	572 21 49 00	Library Services	001 000 572 General Fund	78.00	Library Reimbursement - 1 Year
32173	04/09/2024	04/23/2024	8484 US Bank, Recreation Dept Account	863.58	P-Card Charges thru 4/3/24
	517 90 31 01	Oper Supplies - Wellness Pro	001 000 517 General Fund	157.59	Wellness Supplies - March Madness Lunch
	571 10 31 00	Office Supplies - Rec	001 000 571 General Fund	596.16	Office Supplies - Ziploc Bags & Printer Supplies
	571 10 31 02	Senior Program Supplies	001 000 571 General Fund	64.29	Senior Morning Supplies
	573 90 49 01	Community Events	001 000 573 General Fund	45.54	Community Event Supplies
32206	04/17/2024	04/23/2024	4178 University Place Refuse Inc	1,491.10	Dumping Fees - 04/2024
	531 50 47 01	Dumping Fees - Storm	415 000 531 Storm Drain	591.04	Dumping Fees - Storm 04/2024
	534 80 47 02	Dumping Fees - Water	425 000 534 Water Fund (de	225.02	Dumping Fees - Water 04/2024
	535 80 47 02	Dumping Fees - Sewer	430 000 535 Sewer Fund (de	225.01	Dumping Fees - Sewer 04/2024
	542 30 47 01	Dumping Fees - Street	101 000 542 City Street Fund	225.02	Dumping Fees - Street 04/2024
	576 80 47 01	Dumping Fees - Parks	001 000 576 General Fund	225.01	Dumping Fees - Parks 04/2024
32152	04/08/2024	04/23/2024	9253 University Place Tire & Auto	63.42	#68579D - LOF & Reset Maintenance Light
	548 65 31 06	Gas - Facilities	501 000 548 Equipment Rent:	63.42	#68579D - LOF & Reset Maintenance Light
32168	04/09/2024	04/23/2024	9397 Van Blommestein, Brian	92.31	07-03070.0 - 1064 11TH TEE DR
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (de	-50.66	
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	-41.65	
32177	04/10/2024	04/23/2024	10281 Washington Translation Bureau	130.00	Russian Interpreting (2 hrs) - 04/10/24
	512 51 41 03	Prof Srvs - Interpreter - FMC	001 000 512 General Fund	130.00	Russian Interpreting (2 hrs) - 04/10/24

# ACCOUNTS PAYABLE

City Of Fircrest

Time: 08:21:36 Date: 04/19/2024

As Of: 04/23/2024

Page: 9

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
32164	04/08/2024	04/23/2024	4231 Water Mgmt Labs Inc	360.00	Coliform & Fluoride Testing - 03/20/24
	534 80 41 00	Water Testing	425 000 534 Water Fund (de	360.00	Coliform & Fluoride Testing - 03/20/24
32191	04/15/2024	04/23/2024	4246 Whistle Workwear	109.17	Work Pants (2) - B Wakefield
	518 30 49 00	Miscellaneous - Fac/Equip	001 000 518 General Fund	109.17	Work Pants (2) - B Wakefield
32172	04/09/2024	04/23/2024	10035 Zoom Video Communications	1,766.85	Monthly Phone Rental 3/31/24-4/29/24; Zoom One Pro Annual Fee 3/31/24-3/30/25
	513 10 42 00	Communication - Admin	001 000 513 General Fund	414.11	Meeting Webinar & Recording - 3/31/24-4/29/24; Zoom One Pro Annual Fee - 3/31/24-3/30/25
	518 10 42 00	Communication - Non Dept	001 000 518 General Fund	1,020.29	Monthly Phone Service - 3/31/24-4/29/24
	591 18 70 10	Lease Payments - Non-Dept	001 000 591 General Fund	332.45	Monthly Phone Rental - 3/31/24-4/29/24

Report Total:	147,642.68
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Fund	
001 General Fund	128,442.33
101 City Street Fund	1,292.14
301 Park Bond Capital Fund	1,590.95
415 Storm Drain	1,895.49
425 Water Fund (department)	8,420.34
430 Sewer Fund (department)	4,956.67
501 Equipment Rental Fund	1,040.63
655 Agency Fund/Bdg Permit	4.13

This report has been reviewed by:

REMARKS:

\_\_\_\_\_  
Signature & Title

\_\_\_\_\_  
Date



**Washington State  
Liquor and Cannabis Board**  
PO Box 43098

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

April 06, 2024

Dear Local Authority:

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

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

1) Objection to License Renewal

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

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

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

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

2) Status of License While Objection Pending

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

3) Procedure Following Licensing Division Receipt of Objection

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

4) Procedure if Board Does Not Renew License

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

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

5) Procedure if Board Renews License Over Your Objection

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

For questions about this process, contact the WSLCB Licensing Division at (360) 664-1600 or email us at [localauthority@sp.lcb.wa.gov](mailto:localauthority@sp.lcb.wa.gov).

Sincerely,

*Rebecca Smith*

Rebecca Smith, Director,  
Licensing and Regulation Division

LIQ 864 07/10

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 04/06/2024

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF FIRCREST  
(BY ZIP CODE) FOR EXPIRATION DATE OF 20240731

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 . HENG HAN, INC.	ROYAL THAI BISTRO 2045 MILDRED ST W FIRCREST WA 98466 0000	086499	SPIRITS/BR/WN REST SERVICE BAR
2 . NARI INC	NARI SUSHI & STEAK 2009 MILDRED ST W FIRCREST WA 98466 6133	406311	BEER/WINE REST - BEER/WINE BEER/WINE REST - BEER/WINE



**LIQUOR LICENSE RENEWAL**

**Applicant Information**

**Licensee Name:** Heng Han, Inc.  
**Establishment Name:** Royal Thai Bistro  
**Address:** 2045 Mildred St W  
**License Number:** 086499  
**Request Received:** 4/15/2024  
**Expiration Date:** 07/31/2024

**Department Comments**

**Finance**

No concerns.

**Planning and Building**

Serving spirits, beer, and wine in a restaurant service bar is a permitted use in the Mixed-Use Urban zoning district for indoor service only. There are no objections to this liquor license renewal.

**Police**

No concerns.

*Colleen Concoran*

Director Signature

04/17/24

Date

*Mark Newman*

Director Signature

04/18/24

Date

*Ron Schaub*

Director Signature

04/17/24

Date



**LIQUOR LICENSE RENEWAL**

**Applicant Information**

**Licensee Name:** Nari Inc  
**Establishment Name:** Nari Sushi & Steak  
**Address:** 2009 Mildred St W  
**License Number:** 406311  
**Request Received:** 4/15/2024  
**Expiration Date:** 07/31/2024

**Department Comments**

**Finance**

No concerns.

**Planning and Building**

Serving beer and wine in a restaurant service bar is a permitted use in the Mixed-Use Urban zoning district for indoor service only. There are no objections to this liquor license renewal.

**Police**

No concerns.

*Colleen Concoran*

Director Signature

04/17/24

Date

*Mark Newman*

Director Signature

04/18/24

Date

*Ron Schaub*

Director Signature

04/17/24

Date

**CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL**

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

**PRESIDING OFFICER’S REPORT**

Mayor Reynolds stated that a public hearing is scheduled to receive comments on the City’s stormwater management program plan and that the City Council will convene in Executive Session prior to adjournment this evening.

**CITY MANAGER COMMENTS**

City Manager Masko introduced the substitute City Attorney Kendra Rosenberg, who attended in person. Mrs. Masko reported on the Assistant Planner/Permit Coordinator interviews and upcoming interviews for the Public Works Office Coordinator position. City Manager Masko briefed the Council on her discussion with a consultant regarding a City audit of utility taxes, sales tax, and franchise fees. Lastly, she reported that SSHAP requested a letter of support for coordinating a low-income housing planning grant. Councilmember Viafore requested a copy of the letter of support. There was a brief discussion on the middle housing grant, House Bill 1998 requirements, housing development exemptions, and the 2023 City Attorney’s State Housing Laws memo. Mayor Reynolds requested low-income data for Fircrest.

There were no noted objections by the Council to provide a letter of support.

**DEPARTMENT HEAD COMMENTS**

- Parks and Recreation Director Grover reported that the new Recreation Specialist will start next week and will focus on expanding community programming.
- Community Development Director Newman reported on the Electric Vehicle (EV) charger grant and its requirements. He recommended that the City no longer pursue the grant and provided information on the Tacoma Public Utilities rebate for EV chargers. Mr. Newman commented on other options for EV chargers in the City.

**COUNCILMEMBER COMMENTS**

- Councilmember Andrews commented on the Prisoner of War (POW) Flag and acknowledged the meaningfulness of the flag. He also commented on International Be Kind to Lawyers Day.
- Councilmember Bufford; no comment.
- Councilmember George; no comment.
- Mayor Reynolds; no comment.
- Councilmember Wittner thanked the meeting attendees.
- Councilmember Mauer-Smith; no comment.
- Councilmember Viafore; no comment.



**PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA**

Mayor Reynolds invited public comment. The following individual provided comment:

- Arlette Laudy, 1014 Brentwood Pl, commented on the traffic issue on Alameda Ave and 19<sup>th</sup> Street.

There was a brief discussion on appropriate signage, communication with the City of Tacoma, and driver education. Councilmember Bufford requested an update from the City Administration regarding the traffic issue.

**COMMITTEE, COMMISSION, AND LIAISON REPORTS**

**A. Administration**

There was no report.

**B. Built Environment, Planning, and Building**

Councilmember George reported on the City’s EV Charger grant, permit issuance, provided kudos to Community Development Director Newman, and encouraged public participation in the City’s Comprehensive Plan.

**C. Finance, Information Technology, and Facilities**

Councilmember Mauer-Smith provided a report on Finance that included staffing, the new part-time Accountant I cross-training, State reports, and postage machine replacement.

The Information Technology report included the City’s network upgrade on May 9, 2024. The City network will be offline that day.

The Facilities report included the Fircrest Park Maintenance Garage, the Alice Peers Park sign, and pool and field preparation.

**D. Other Liaison Reports**

Councilmember Bufford reported on the Puget Sound Regional Council. She attended the Group Management Policy board meeting, reported on the upcoming general assembly, and provided a brief update on local climate planning.

Mayor Reynolds commented on the Pierce Transit’s 63 bus line.

Councilmember George reported that Alexandra Mather has left Pierce Transit as she was selected for C-TRAN’s Director of Government and Community Relations position. He also reported on the Pierce County Climate Conversation and stated that the June meeting will focus on climate elements.

**CONSENT CALENDAR**

Mayor Reynolds requested the Acting City Clerk read the Consent Calendar:

- A. Approval of Check No. 221078 through 221143 in the amount of \$102,541.90
- Approval of Check No. 14354 through 14355 in the amount of \$9,474.81
- Approval of Check No. 14356 through 14362 in the amount of \$61,204.08
- Approval of payroll electronic funds transfer in the amount of \$160,553.61

- B. Approval of the March 12, 2024, Regular Meeting minutes
- Approval of the March 18, 2024, Study Session minutes
- Approval of the March 26, 2024, Regular Meeting minutes

**Councilmember Bufford MOVED to approve the Consent Calendar as read; seconded by Councilmember Mauer-Smith.**

**The Motion Carried (7-0).**

**PUBLIC HEARING**

At 7:33 P.M., Mayor Reynolds opened the public hearing. Public Works Director Bemis briefed the Council on the City’s 2024 Stormwater Management Program Plan, stating the public hearing was to receive comments on the City’s 2024 Stormwater Management Program Plan. Mayor Reynolds invited Councilmember comments; none were provided.

Mayor Reynolds invited public testimony; none was provided.

At 7:37 P.M., Mayor Reynolds closed the public hearing.

**UNFINISHED BUSINESS**

**A. Ordinance No. 1723: 2024 Budget Amendment #1 – 2<sup>nd</sup> Reading**

Finance Director Corcoran briefed the Council on the proposed ordinance and highlighted that the amendment included increased costs for legal fees and capital projects. **Councilmember Bufford MOVED to adopt Ordinance No. 1723, authorizing revenues and expenditures of funds for matters not provided for in the Adopted 2024 Budget; seconded by Councilmember George.** Mayor Reynolds invited Councilmember comments; there were none. Mayor Reynolds invited public comment; there were none.

**The Motion Carried (7-0).**

**NEW BUSINESS**

**A. Resolution No. 1891: Pierce County System Access & Use Agreement**

City Manager Masko briefed the Council on the proposed resolution and highlighted that the fee has increased 135% since 2021. **Councilmember Bufford MOVED to adopt Resolution No. 1891, authorizing the City Manager to execute the 2024 Pierce County System Access and Use Agreement between the City of Fircrest and Pierce County for continued access to the Single County-Wide Communication System; seconded by Councilmember George.** Police Chief Schaub reported that the agreement would continue to provide access to the Single County-Wide Communication System. Mayor Reynolds invited Councilmember comments. There was a brief discussion on the need for a budget amendment. Mayor Reynolds invited public comment; there were none.

**The Motion Carried (7-0).**

**B. Resolution No. 1892: Sunnyside Jail Interlocal Agreement**

Police Chief Schaub briefed the Council on the proposed resolution and highlighted that the City of Sunnyside jail has a lower rate for long-term inmate housing. City Manager Masko reported that the court is sensitive to the cost of housing inmates when making prosecution decisions. **Councilmember George MOVED to adopt Resolution No. 1892, authorizing the City Manager to execute an Interlocal Agreement with the City of Sunnyside for inmate housing; seconded by Councilmember Bufford.** Mayor Reynolds invited Councilmember comments. There was a brief discussion on the cost of transporting inmates. Mayor Reynolds invited public comment; there were none.

**The Motion Carried (7-0).**

**C. Resolution No. 1893: Electron Way/Contra Costa Ave. Project Grant Agreement**

Public Works Director Bemis briefed the Council on the proposed resolution and highlighted that the project would provide for ADA upgrades, curb improvements, and the installation of a crosswalk. **Councilmember Bufford MOVED to adopt Resolution No. 1893, authorizing the City Manager to execute a grant agreement with the Washington State Department of Commerce for \$148,410 for the Electron Way & Contra Costa Avenue Intersection Improvement Project; seconded by Councilmember Mauer-Smith.** Mayor Reynolds invited Councilmember comments. There was a brief discussion on additional traffic calming devices and budget. Mayor Reynolds invited public comment.

- Arlette Laudy, 1014 Brentwood Pl, commented on providing more space for larger vehicles to drive by the Community center.

**The Motion Carried (7-0).**

**D. Resolution No. 1894: Claremont Street Grind & Overlay Project Design Consultant Agreement**

Public Works Director Bemis briefed the Council on the proposed resolution and stated that the project would grind and overlay Claremont Street from Claremont Court to 67<sup>th</sup> Avenue West and update sidewalks to ADA standards. **Councilmember Bufford MOVED to adopt Resolution No. 1894, authorizing the City Manager to execute a Professional Services Agreement with KPG Psomas for engineering design services for the Claremont Street Grind & Overlay Project; seconded by Councilmember Mauer-Smith.** Mayor Reynolds invited Councilmember comments. There was a brief discussion on the project schedule. Mayor Reynolds invited public comment; there were none.

**The Motion Carried (7-0).**

**E. Resolution No. 1895: Climate Planning Grant Agreement**

Community Development Director Newman briefed the Council on the proposed resolution and stated that the City was awarded \$120,000 in funding to begin studying its urban tree canopy and critical areas ordinance. **Councilmember Bufford MOVED to adopt Resolution No. 1895, authorizing the City Manager to execute a grant agreement with the Washington State Department of Commerce for \$120,000 for the development of the Growth Management Act (GMA) Climate Change and Resiliency Sub-Elements related to the implementation of House**

**Bill 1181; seconded by Councilmember Mauer-Smith.** Mayor Reynolds invited Councilmember comments. There was a brief discussion on public participation, budget concerns, partnering with other cities, and local government resources. Mayor Reynolds invited public comment; there were none.

**The Motion Carried (6-1), with Councilmember Andrews dissenting.**

**CALL FOR FINAL COMMENTS**

- Councilmember Viafore commented on the Pierce County Cities and Towns' Association.
- Councilmember George commented on the upcoming study session and current police stats.

**EXECUTIVE SESSION**

At 8:19 P.M., Mayor Reynolds 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, pursuant to RCW 42.30.110(1)(i), and to discuss labor negotiations, pursuant to RCW 42.30.140(4)(b). Mayor Reynolds noted that City Manager Masko, substitute City Attorney Rosenberg, and Project Coordinator Bob Jean were invited to the Executive Session to discuss potential litigation pursuant to RCW 42.30.110 (1)(i). Mayor Reynolds noted City Manager Masko and Police Chief Schaub were invited to the Executive Session to discuss labor negotiations, pursuant to RCW 42.30.140(4)(b).

**ADJOURNMENT**

Councilmember Andrews left the meeting at 9:00 P.M.

**Councilmember Bufford MOVED to adjourn the meeting at 9:01 P.M., seconded by Councilmember Viafore.**

**The Motion Carried (6-0).**

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Shannon Reynolds, Mayor

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Arlette Burkhart, Acting City Clerk

## FIRCREST CITY COUNCIL AGENDA SUMMARY

**NEW BUSINESS:** WA Department of Enterprise Services Interagency Agreement for Surplus Operations Services

**ITEM:** 13A

**DATE:** April 23, 2024

**FROM:** Dawn Masko, City Manager

---

**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_, authorizing the City Manager to enter into an Interagency Agreement with the Washington State Department of Enterprise Services (DES) for surplus operations services.

---

**PROPOSAL:** Fircrest Municipal Code [3.12.090](#) - Disposition of Surplus Property, authorizes the City Manager to dispose of surplus property other than real estate. Surplus is defined as any tangible personal property owned by the City that is not needed at present or for the foreseeable future, or that is no longer of value or use to the City. Common surplus items include vehicles, computer equipment, tools, and office furniture.

One authorized method of disposing of surplus is selling it at an online or in-person auction. The attached Interagency Agreement with WA DES Surplus Operations would allow the City to utilize the DES, under its authority in RCW [43.19.1919](#), acting on behalf of Fircrest, to sell vehicles, equipment, and other personal property that are declared surplus by the City of Fircrest. Surplus property turned over to DES is publicly advertised on the DES website ([www.des.wa.gov/surplus](http://www.des.wa.gov/surplus)) and may be sold in various ways, including public sales, priority sales (per [WAC 200-360-025](#)), and internet sales. DES endeavors to obtain resale prices equal to the industry standard trade-in or quick-sale equipment values.

**FISCAL IMPACT:** After deducting its fee, DES will reimburse the City for the sale of surplus property within 30 days of the sale. The DES fee is 9% of the final sales price, with a minimum of \$500, comparable to other auction vendors.

**ADVANTAGE:** This Interagency Agreement provides another option for the City to utilize for the disposal of surplus property. Additionally, DES will administer the sale and other costs associated with the storage and transportation of surplus property.

**DISADVANTAGES:** None identified.

**ALTERNATIVES:** Do not execute the Interagency Agreement with DES Surplus Operations.

**HISTORY:** Washington State's Interlocal Cooperation Act, [Chapter 39.34 RCW](#), authorizes public agencies to contract with other public agencies via interlocal agreements that enable cooperation among the agencies to perform governmental activities and deliver public services.

**ATTACHMENTS:** [Resolution Interagency Agreement – Surplus Operations Exhibit A – Surplus Operations Fee Schedule](#)

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON, AUTHORIZING THE CITY  
MANAGER TO ENTER INTO AN INTERAGENCY AGREEMENT  
WITH THE WASHINGTON STATE DEPARTMENT OF  
ENTERPRISE SERVICES FOR THE SALE OF SURPLUS  
PROPERTY.**

**WHEREAS**, an Interagency Agreement is required for participation in the surplus operations program administered by the Washington State Department of Enterprise Services (DES) Surplus Operations; and

**WHEREAS**, the City of Fircrest believes it is in its best interest to allow the option to sell surplus property through the DES Surplus Program.

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

**Section 1.** The City Manager is hereby authorized and directed to execute an agreement with the Washington State Department of Enterprise Services for the sale of surplus property.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON**, at a regular meeting thereof this 23rd day of April 2024.

**APPROVED:**

\_\_\_\_\_  
Shannon Reynolds, Mayor

**ATTEST:**

\_\_\_\_\_  
Arlette Burkhart, Acting City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert Zeinemann, City Attorney

<b>State of Washington</b> <b>Department of Enterprise Services</b> <b>SURPLUS OPERATIONS</b> P.O. Box 41411 Olympia, WA 98504-1411	<b>INTERAGENCY AGREEMENT</b>	
	IAA No.:	K9066
<b>City of Fircrest</b> 115 Ramsdell Street Fircrest, WA 98466	Effective Date:	April 30, 2024

**INTERAGENCY AGREEMENT**  
**BETWEEN**  
**CITY OF FIRCREST**  
**AND**  
**WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES**  
**SURPLUS OPERATIONS**

Pursuant to RCW 43.19.1919, this Interagency Agreement (“Agreement”) is made and entered into by and between the State of Washington acting by and through the Surplus Operations Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and the City of Fircrest (“CLIENT”) and is dated and effective as of April 30, 2024.

**R E C I T A L S**

- A. Enterprise Services, through Surplus Operations, handles and sells used goods and vehicles. The sale, reuse and recycling of goods keeps hundreds of thousands of pounds of materials from being dumped in landfills.
- B. Client desires to contract with Enterprise Services to obtain Surplus Operations Services.
- C. The purpose of this Agreement is to establish a programmatic vehicle for Surplus to provide the specified services to Client in a cost-effective, efficient manner as set forth herein.

**A G R E E M E N T**

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

**1. TERM.**

Subject to its other provisions, the period of performance of this Agreement shall commence when this Agreement is properly signed, and continue until terminated by either party, as provided herein.

This Agreement cancels and supersedes all previous agreements between Enterprise Services and Client for surplus property services.

## 2. STATEMENT OF WORK

Enterprise Services, under its authority in RCW 43.19.1919, acting on behalf of Client shall furnish the necessary personnel, services and otherwise do all things necessary for or incidental to the performance of the work set forth in this Agreement.

Enterprise Services agrees to sell vehicles, equipment and other personal property, as described on our website [What-Can-We-Surplus](#), that are declared surplus and turned over to Enterprise Services for processing. Enterprise Services further agrees to include the following clause in its Terms and Conditions of sale with any purchase of Client Property in substantially the same form: "All available information about the item has been reported in this listing. The item may have defects of which the Washington State Surplus Operations Program is unaware. You are bidding on these item(s) 'as is, where is.' All sales are final. Personal inspection is strongly advised. Failure to inspect the item shall not be grounds for any claim or property abandonment." All surplus property turned over to Enterprise Service is publicly advertised via the Enterprise Services website ([www.des.wa.gov/surplus](http://www.des.wa.gov/surplus)). Methods for selling surplus property will include, but are not limited to:

1. Priority Sales (See WAC 200-360-025)
  2. Public Sales
  3. Internet Sales
- A. Enterprise Services agrees to provide the following services:
1. Properly store and assume responsibility for the safekeeping of all vehicles, equipment, and other personal property.
  2. Endeavor to obtain resale prices equal to the industry standard trade-in or quick sale equipment values.
  3. Sell surplus property turned over to Enterprise Services in a timely manner, collect payment from buyer, and reimburse Client the proceeds from sales, less Enterprise Service's authorized fees per Surplus Operations Fee Schedule. Contact [surplusrequest@des.wa.gov](mailto:surplusrequest@des.wa.gov) for current fee schedule.
  4. Take all necessary administrative actions to ensure surplus property turned over to Enterprise Services ownership is legally and fully transferred from the Client to the buyer.
  5. Take responsibility for resolving any ownership issues that may arise after surplus property is purchased.
  6. Set up Login ID and Password to the Surplus Request Management System (SRMS) for Client staff authorized to submit surplus property.
  7. Review SRMS surplus documents submitted within 24 hours and assign an Enterprise Service's Surplus Approval (SA) Number for approved property.
- B. Client agrees that it will:
1. Submit SRMS surplus documents for all surplus property using Enterprise Services online SRMS, along with signed vehicle and equipment titles.
  2. Contact Enterprise Services at [transportservices@des.wa.gov](mailto:transportservices@des.wa.gov) , to schedule delivery of surplus property.
    - a. Transportation/Hauling Services are available through Enterprise Service's Transportation Service. Please contact [transportservices@des.wa.gov](mailto:transportservices@des.wa.gov), for a quote to haul your surplus property.
  3. Dispose of the following hazardous materials themselves:



- a. Asbestos – Any product containing more than 1 percent asbestos, including wrapped pining, fireproofing materials, fireproof safes, fire retardant clothing, floor tiles, ceiling tiles, etc.
- b. Polychlorinated biphenyls (PCB's) – Including transformers, capacitors, electrical equipment containing capacitors or transformers, fluorescent fixtures, liquid filled electrical devices, etc.
- c. Liquids, Flammable or toxic liquids and powders, including paints, solvents, cleaners, copier fluids, etc.
- d. Radioactive Materials – Including smoke detectors, x-ray equipment, etc.
- e. Pesticides/Herbicides – Including insecticides, fungicides, herbicides, wood preservative, disinfectants, and any other substances intended to control pests.

### 3. CONSIDERATION

After deducting its fee, Enterprise Services shall reimburse Client for the sale of surplus property. Compensation shall be based on - Surplus Operations Fee Schedule. Contact [surplusrequest@des.wa.gov](mailto:surplusrequest@des.wa.gov) for current fee schedule.

Enterprise Services reserves the right to amend their Fee Schedule when Enterprise Services receives authorization to do so. Enterprise Services will notify Client in writing within thirty (30) days of any Office of Financial Management approved rate changes.

### 4. PAYMENT PROCEDURE

Enterprise Services shall submit surplus property proceeds to Client within thirty (30) days of sale of surplus property.

The surplus property proceeds shall be forwarded to the following:

City of Fircrest  
Attn: Finance Department  
115 Ramsdell Street  
Fircrest, WA 98466

### 5. RECORDS RETENTION

- a. AGREEMENT AVAILABILITY. Prior to its entry into force, this Agreement shall be posted on the parties' websites or other electronically retrievable public source as required by RCW 39.34.040.
- b. RECORDS RETENTION. Each party shall maintain records and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance and payment of the Services. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and officials authorized by law. Such records shall be retained for a period of six (6) years following expiration or termination of this Agreement or final payment for any Service placed against this Agreement, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- c. PUBLIC INFORMATION. This Agreement and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56. Neither party shall release any record that would, in the judgment of the party, be subject to an exemption from disclosure under the Public Records Act, without first providing notice to the other party

within ten (10) business days of the receipt of the request. The parties will discuss appropriate actions to be taken, including release of the requested information, seeking a protective order, or other action prior to the release of records. Should one party choose to seek a protective order, it shall do so at its sole expense.

## **6. AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS**

This Agreement may be changed, modified, or amended by written agreement executed by both parties.

## **7. AGREEMENT MANAGEMENT**

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Client Agency contract staff member responsible for management of this Agreement is:

Dawn Masko  
City Manager  
115 Ramsdell Street  
Fircrest, WA 98466  
253-564-8901  
dmasko@cityoffircrest.net

The Enterprise Services Program Manager responsible for the management of this Agreement is:

Matthew Domenech  
Program Manager  
7511 New Market Street  
Olympia WA. 98504-1030  
[surplusrequest@des.wa.gov](mailto:surplusrequest@des.wa.gov)

## **8. RESPONSIBILITY**

Each party shall be responsible for the acts, errors, and omissions of itself, its official's employees, and agents acting within the scope of the performance of the agreement and within the scope of their authority.

## **9. TERMINATION**

Either party may terminate this Agreement upon 30-days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**10. TERMINATION FOR NON-USE**

If services in Statement of Work have not been used in 5 years, this agreement is automatically terminated without further notice. To commence services, the Client must sign a new service agreement.

**Execution**

We, the undersigned, agree to the terms of the foregoing Agreement.

**Department of Enterprise Services**

**City of Fircrest**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME

\_\_\_\_\_  
NAME

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TITLE

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DATE

\_\_\_\_\_  
DATE

## EXHIBIT A



Washington State  
**DEPARTMENT OF  
ENTERPRISE SERVICES**

### **FEE Schedule**

Effective September 1, 2019, the Department of Enterprise Services Surplus Operations program is adjusting its rate structure to enable the program to continue providing valuable services to the state. The program last adjusted its rates in 2005.

The changes simplify and align the portions of proceeds retained by Surplus Operations and those passed onto customers who use the program to sell items they no longer need. These customers include state agencies, local governments and non-profit organizations that receive state or federal funding.

Under the current rate structure, Surplus Operations retains 9 percent of the final sales price with minimum and maximum thresholds that vary on the type of customer (local government, state agency), location and the type of item sold. Under the new rate structure, Surplus Operations will retain 9 percent of the final sales price on all sales, with a minimum threshold of \$500.

Surplus Operations is also increasing its transportation rates from \$75 to \$155 per hour, plus a per-mile fuel surcharge, to better reflect the true costs of this service.

These rate changes will enable Surplus Operations to cover its costs as it continues to recycle, reuse or sell materials on behalf of state governments.

In the last biennium, Surplus Operations:

- Sent \$13,520,000 in sale proceeds back to state agencies and local governments.
- Helped agencies save approximately \$4,433,000 by acquiring surplus property rather than purchasing new equipment.
- Partnered with the Office of the Superintendent of Public Instruction to transfer 11,629 computers to public school districts at a minimal cost through the [Computers 4 Kids program](#).
- Kept 640 tons of recyclable materials out of the landfill.

Visit the [www.des.wa.gov](http://www.des.wa.gov) to learn more about Surplus Operations services available to you and your organization.

Please contact Surplus Operations at [surplus@des.wa.gov](mailto:surplus@des.wa.gov) if additional information is needed.

## FIRCREST CITY COUNCIL AGENDA SUMMARY

**AGENDA ITEM:** Approval of 2024 Stormwater Management Program (SWMP) Plan Update

**ITEM:** 13B

**DATE:** April 23, 2024

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

---

**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_\_, adopting the City of Fircrest's 2024 Stormwater Management Program Plan Update.

---

**PROPOSAL:** The Council is being asked to approve a Resolution adopting the 2024 updates to the City's Stormwater Management Program Plan (SWMP). The SWMP Plan is a crucial component of ensuring the City's compliance with the Department of Ecology's Western Washington Phase II NPDES Permit requirements, which regulates the discharge of stormwater from the City's stormwater system. Changes to this year's plan are minimal as major permit requirements, such as receiving water prioritization assessment and development of a Stormwater Management Action Plan (SMAP), were completed over the past few years. The current SWMP focuses on the continuation of existing programs that were introduced over the past few years.

Once approved, the SWMP Plan will be uploaded to the Public Works webpage, appended to the City's NPDES Annual Report, and made available for review upon request at the Public Works building. This transparent approach ensures accessibility and accountability regarding the City's stormwater management efforts.

**FISCAL IMPACT:** None.

**ADVANTAGE:** Maintenance activities outlined in the SWMP ensure effective stormwater management, benefiting the community and the environment while reducing regulatory and financial risks.

**DISADVANTAGES:** None.

**ALTERNATIVES:** None.

**HISTORY:** The [National Pollutant Discharge Elimination System \(NPDES\)](#) Permit Program was created by the 1972 CWA ([Clean Water Act](#)) to protect and restore surface water quality by requiring a permit to continue discharging into waters of the United States. In 1987, Congress revised the Clean Water Act to include stormwater discharges in the NPDES Permit Program. The Environmental Protection Agency (EPA) administers the program and has delegated authority to the Washington State Department of Ecology to implement NPDES programs in our state. Fircrest operates under a Western Washington Phase II Municipal Stormwater Permit, which applies to municipalities with populations less than 100,000 located within, or partially within, an urbanized area and that operates a municipal separate storm sewer system (MS4) that discharges to a water of Washington State. The NPDES Permit provides regulatory requirements and deadlines that permittees must follow to comply with the Clean Water Act, including annual progress reports along with various other requirements that are phased into effect throughout the five-year permit coverage period. The current permit became effective August 1, 2019, and expires July 31, 2024.

As part of the National Pollutant Discharge Eliminations System (NPDES) Phase II Municipal Stormwater Permit, the City maintains a Stormwater Management Program Plan (SWMP). The SWMP Plan is updated annually. The SWMP Plan is a crucial component of the framework aimed at ensuring the City's compliance with the Department of Ecology's requirements regarding the Western Washington Phase II NPDES Permit, which regulates the discharge of stormwater from the City's stormwater system. The SWMP Plan contains multiple required elements that must be addressed to ensure compliance with the permit. These components include:

1. Stormwater Planning: Developing strategies and measures to manage stormwater within the City effectively.
2. Public Education and Outreach: Conducting campaigns and initiatives to raise public awareness about stormwater issues and best practices.
3. Public Involvement and Participation: Engaging citizens in the decision-making processes related to stormwater management.
4. MS4 Mapping and Documentation: Mapping out Municipal Separate Storm Sewer System (MS4) infrastructure and maintaining documentation.
5. Illicit Discharge Detection and Elimination: Implementing procedures to identify and eliminate illicit discharges into the stormwater system.
6. Controlling Runoff from New Development, Redevelopment, and Construction Sites: Enforcing regulations and guidelines to control stormwater runoff from construction activities and land development projects.
7. Operation and Maintenance: Establishing protocols for the regular inspection, maintenance, and upkeep of stormwater infrastructure.
8. Source Control Program for Existing Development: Implementing measures to control pollutants at their source in existing developments.
9. Monitoring and Assessment: Regular monitoring and assessment of stormwater quality and quantity are conducted to evaluate the effectiveness of the program.
10. Reporting: Compiling and submitting reports to regulatory agencies as required by the permit, detailing compliance efforts and outcomes.

Each of these elements plays a crucial role in effectively managing stormwater, protecting water quality, and ensuring compliance with regulatory requirements. By addressing these components in the SWMP Plan, the City demonstrates its commitment to responsible stormwater management and environmental stewardship.

The new NPDES permit for 2024-2029 will be effective August 1, 2024. The new permit includes new requirements with implementation staggered throughout the permit period. Notable permit changes include a tree retention policy, requiring jurisdictions to adopt and implement tree canopy goals, and a required street sweeping program. The latest update is currently under review by the WA State Department of Ecology following a comment period that ended November 10, 2023.

A Public Hearing was held on April 9<sup>th</sup> as required to gather public testimony regarding the proposed 2024 Stormwater Management Program Plan.

**ATTACHMENTS:** [Resolution](#)  
[Draft 2024 Stormwater Management Program \(SWMP\) Plan](#)

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON, AUTHORIZING THE CITY  
MANAGER TO APPROVE THE 2024 UPDATES TO THE CITY’S  
STORMWATER MANAGEMENT PROGRAM (SWMP) PLAN.**

**WHEREAS**, the City of Fircrest is required to annually update the Stormwater Management Program Plan per the Western Washington NPDES Phase II Municipal Stormwater Permit; and

**WHEREAS**, the City has identified the necessary updates and prepared the updated Stormwater Management Program Plan.

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

**Section 1.** The City Manager is hereby authorized and directed to approve the updated 2024 Stormwater Management Program Plan.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON**, at a regular meeting thereof this 23<sup>rd</sup> day of April 2024.

**APPROVED:**

\_\_\_\_\_  
Shannon Reynolds, Mayor

**ATTEST:**

\_\_\_\_\_  
Arlette Burkhardt, Acting City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert Zeinemann, City Attorney



## **STORMWATER MANAGEMENT PROGRAM (SWMP) PLAN**

**The City of Fircrest  
115 Ramsdell St  
Fircrest, WA 98466**

**2024**



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## Acronyms and Abbreviations

AKART	All Known and Reasonable Technologies
BMP	Best Management Practice
CESCL	Certified Erosion and Sediment Control Lead
Ecology	Washington State Department of Ecology
EPA	United States Environmental Protection Agency
FC	Flow Control
FMP	Fircrest Municipal Code
IDDE	Illicit Discharge Detection and Elimination
LID	Low Impact Development
MEP	Maximum Extent Practicable
MS4	Municipal Separate Storm Sewer System
NPDES	National Pollutant Discharge Elimination System
O&M	Operation and Maintenance
ROW	Right-of-way
RSMP	Regional Stormwater Monitoring Program
SIDIR	Source Identification Information Repository
SMAP	Stormwater Management Action Plan
SWMMWW	Stormwater Management Manual for Western Washington
SWMP	Stormwater Management Program
SWPPP	Stormwater Pollution Prevention Plan
TMDL	Total Maximum Daily Load
Unk	Unknown
USGS	United States Geological Survey
WS	Watershed
WQ	Water Quality

# CHAPTER 1 – BACKGROUND

## 1.1 THE STORMWATER MANAGEMENT PROGRAM PLAN DOCUMENT

This Stormwater Management Program (SWMP) Plan has been prepared to satisfy Special Condition S5 of the current Western Washington Phase II Municipal Stormwater Permit (Permit), of which the City of Fircrest is a Permittee.

Section S5.A.2 of the Permit states:

Each Permittee shall prepare written documentation of the SWMP, called the SWMP Plan. The SWMP Plan shall be organized according to the program components in S5.C or a format approved by Ecology and shall be updated at least annually for submittal with the Permittee’s annual reports to Ecology. The SWMP Plan shall be written to inform the public of the planned SWMP activities for the upcoming calendar year.

The current Permit became effective on August 1, 2019 and expires on July 31, 2024.

This SWMP Plan has been organized as follows:

- **Chapter 1** provides an introduction to underlying permit requirements, required program components, City stormwater codes, stormwater utility, and a description of how the program is managed in Fircrest.
- **Chapters 2 - 9** address each of the SWMP Components required by the Permit, including a summary of the specific permit requirement and current City activities to comply.

## 1.2 NPDES PHASE II MUNICIPAL STORMWATER PERMIT

### 1.2.1 PERMIT BACKGROUND

In 1987 the US Congress revised the Clean Water Act to include stormwater discharges in the National Pollutant Discharge Elimination System (NPDES) Permit program. The US Environmental Protection Agency (EPA) developed rules for the implementation of the new stormwater requirements and separated them into two phases. The State of Washington, through Ecology, implements these stormwater rules through the Municipal Stormwater Permit program. As an owner and operator of a small municipal separate storm sewer system (MS4), Fircrest is required to be covered by, and comply with, the current Western Washington Phase II Municipal Stormwater Permit (Permit). The Permit allows Fircrest to discharge stormwater from its MS4 into waters of the State of Washington.

### 1.2.2 REQUIRED SWMP COMPONENTS

The Permit requires the development and implementation of a SWMP to control discharge into and from the City’s system. The SWMP includes five specific components that are designed to reduce the discharge of pollutants from Fircrest’s MS4 to the maximum extent practicable:

This SWMP Plan has been organized as follows:

- Develop/implement a stormwater planning program
- Develop/implement a public education and outreach program
- Create opportunities for public involvement in stormwater plans and initiatives
- Develop a program to improve mapping and documentation of MS4
- Continue implementation and tracking of illicit discharge detection and elimination (IDDE) program
- Adopt or amend ordinances for improved control of runoff from new development, redevelopment, and construction activities
- Develop/implement an operations and maintenance (O&M) program regulating impacts of City sites and activities on the MS4
- Establish a source control program for existing development

## **1.3 FIRCREST'S STORMWATER PROGRAM**

### **1.3.1 STORMWATER CODES**

Legal authority for several components of the stormwater program has been established by ordinances approved by City Council and incorporated into the City of Fircrest Municipal Code (FMC).

#### **FMC 20.24 – Stormwater Management**

This chapter defines the required stormwater drainage requirements in the City, low impact development, and long-term operation and maintenance of stormwater facilities. This chapter also defines the City's rights to inspect permitted stormwater facilities on private property and procedures for enforcement of maintenance standards.

#### **FMC 20.25 – Illicit Discharge Detection and Elimination**

This chapter specifies substances that are prohibited to be discharged into the storm drainage system, allowable discharges, and conditional discharges. This chapter also prohibits illicit (non-permitted) connection to the City's storm drainage system and describes enforcement procedures.

### **1.3.2 COORDINATION AND RESPONSIBILITY**

Managing the stormwater program and achieving compliance with Permit mandates in Fircrest is coordinated by the Public Works Department, with program administration the responsibility of the Public Works Director. This responsibility includes:

- Implementing the SWMP (Permit Section S5.A.1)
- Preparing the SWMP Plan (S5.A.2)
- Tracking SWMP costs (S5.A.3.a)
- Tracking the number of inspections, official enforcement actions and types of public education activities required by program components (S5.A.3.b)
- Continue implementation of existing stormwater management programs until they begin implementation of the updated stormwater management program (S5.A.4)
- Coordinating between other Permittees, e.g. adjacent municipalities (S5.A.5.a)

- Maintaining coordination between City departments related to the SWMP (S5.A.5.b)

The City of Fircrest Public Works has implemented an Asset Management/Work Order program. All assets within the City’s system have been GIS mapped including Storm, Water and Sewer. Yearly inspections, historic maintenance records and emergency response efforts are tracked within this system.

### **1.3.3 MONITORING AND ASSESSMENT**

Section S8 of the Permit requires the City to:

- Provide a description of any stormwater monitoring or stormwater-related studies conducted during the reporting period
- Pay into a collective fund to implement a Regional Stormwater Monitoring Program (RSMP) that includes the following components:
  - Status and trends monitoring (small stream and marine nearshore)
  - Stormwater management program effectiveness studies
  - Source identification and diagnostic monitoring to implement the Source Identification Information Repository (SIDIR)

The City of Fircrest contributes to the SAM Program \$1,410 annually towards regional status and trends monitoring, effectiveness studies and source identification and the SIDIR. The City does not plan any additional stormwater monitoring or stormwater-related studies that would require reporting to Ecology.

The City of Fircrest is not required to conduct water quality monitoring for compliance with total maximum daily loads (TMDLs) pursuant to Section S7 and Appendix 2 of the Permit. Applicable TMDLs are those that have been approved by EPA on or before February 15, 2007. Currently the City of Fircrest is not subject to any TMDLs. However, the City of Fircrest was awarded a Storm Water Treatment Outfall Grant in 2020 that will require quarterly reporting to Ecology. In 2021, the City selected Parametrix Inc. to complete the design of the project (the Stormwater Pretreatment Outfall Project), which was completed in 2023.

### **1.3.4 SWMP REPORTING**

Section S9 of the Permit requires the City to submit the following on March 31 of each year:

- A copy of the current SWMP Plan
- Annual Report form (Appendix 3 of the Permit) describing the status of implementation of the requirements of the Permit during the reporting period.
- Notifications of any annexations or jurisdictional boundary changes.

The City will submit its Annual Report and SWMP Plan to Ecology by March 31 of each year.

## **CHAPTER 2 – STORMWATER PLANNING**

Per Section S5.C.1 of the 2019-2024 Phase II Permit, the City shall implement a Stormwater Planning program to inform and assist in the development of policies and strategies as water quality

management tools to protect receiving waters. Components of this program can be summarized as follows:

- Convene an inter-disciplinary team to inform and assist in the development, progress, and influence of this program no later than August 1, 2021
- Coordination with long-range plan updates
- Low impact development (LID) code-related requirements
- Comply with Stormwater Management Action Planning (SMAP) requirements in a similar process and range of issues as outlined in the Stormwater Management Action Planning Guidance (Ecology, 2019; Publication 19-10-010). The City may rely on another jurisdiction to meet all or part of SMAP requirements at a watershed-scale, provided a SMAP is completed for at least one priority catchment located within the City's jurisdiction.

## **2.1 2019-2024 Phase II PERMIT REQUIREMENTS**

The following are requirements for the 2019-2014 Phase II Permit:

- Coordination with long-range plan updates: The City shall describe how stormwater management needs and protection/improvement of receiving water health are (or are not) informing the planning update processes and influencing policies and implementation strategies. The report shall describe the water quality and watershed protection policies, strategies, codes, and other measures intended to protect and improve local receiving water health through planning or considering stormwater management needs or limitations.
  - On or before March 31, 2021, the City shall respond to the series of Stormwater Planning Annual Report questions to describe how anticipated stormwater impacts on water quality were addressed during the 2013-2019 permit term in updates to the Comprehensive Plan (or equivalent).
  - On or before January 1, 2023, the City shall submit a report responding to the same questions from above, to describe how water quality is being addressed during this permit term in updates to the Comprehensive Plan (or equivalent)
- Low impact development code-related requirements: the City shall continue to require LID Principles and LID BMPs when updating, revising, and developing new local development-related codes with the intent to make LID the preferred and commonly used approach to site development. Code revisions shall also be designed to minimize impervious surfaces, native vegetation loss, and stormwater runoff in all types of development situations, where feasible.
  - Annually, the City shall assess and document any newly identified administrative or regulatory barriers to implementation of LID Principles or LID BMPs since local codes were updated in accordance with the 2013 Permit, and the measures developed to address the barriers.
- Stormwater Management Action Planning (SMAP). The City shall conduct a similar process and consider the range of issues outlined in the Stormwater Management Action Planning Guidance (Ecology, 2019; Publication 19-10-010). The City may rely on another jurisdiction to meet all or

part of SMAP requirements at a watershed scale, provided a SMAP is completed for at least one priority catchment located within the City’s jurisdiction.

- Receiving Water Assessment. The City shall document and assess existing information related to local receiving waters and contributing area conditions to identify which receiving waters are most likely to benefit from stormwater management planning.
- By March 31, 2022, the City shall submit a watershed inventory and include a brief description of the relative conditions of the receiving waters and the contributing areas.
- Receiving Water Prioritization: Informed by the assessment of receiving water conditions defined above, and other local and regional information the City shall develop and implement a prioritization method and process to determine which receiving waters will receive the most benefit from implementation of stormwater facility retrofits, tailored implementation of SWMP actions, and other land/development management actions.

No later than June 30, 2022, the City shall document the prioritized and ranked list of receiving waters, including the identification of high priority catchment area(s) for focus of the SMAP.

- Stormwater Management Action Plan (SMAP): no later than March 31, 2023, the City shall develop a SMAP for at least one high priority catchment area, identifying factors as described in the permit.

## 2.2 City Coordination

The City’s stormwater management program is maintained by an interdisciplinary team consisting of City of Fircrest staff and the Police Department. The City’s inter-disciplinary stormwater team consists of:

- Tyler Bemis – Public Works Director
- Vacant – Public Works Office Coordinator
- Jeff Davis – Utility Foreman
- Bryce Wakefield – Maintenance Lead
- Mark Newman – Community Development Director
- Ron Schaub – Chief of Police

Implementation, documentation, and emergency response activities are performed through internal coordination within the City. Feedback and reporting are shared among the groups for future Stormwater planning and implementation. The following NPDES permit responsibilities are primarily maintained through the following City Departments:

NPDES Permit Responsibilities	City Department
Primary planning, administration, and development of the NPDES program and coordination within other divisions and departments	Tyler Bemis, Public Works Director



Inspections and Maintenance of City owned or operated stormwater facilities, as well as pollution prevention practices	Public Works Staff
Stormwater site plan review	Planning & Building Department / Public Works
Maintains and updates mapping of MS4	Planning & Building Department / Public Works
Stormwater incident response and code enforcement for violations	Planning & Building Department / Public Works
Emergency Response	Public Works Department

### 2.3 2024 PROGRAM ACTIVITY

The City’s interdisciplinary team has undergone staff changes and inclusion of different groups to enhance coordination.

The City has completed the current permitted tasks for SMAP including receiving water prioritization assessment and the Stormwater Management Action Plan (SMAP) document. The City is prioritizing Upper Leech Creek and SMAP for Upper Leech Creek is included in Appendix A.

Revisions to section 20.25 of the City of Fircrest Municipal Code were passed that require the application of source control BMPs for pollutant generating sources associated with existing land uses and activities. The City had previously passed revisions that implement a progressive enforcement policy that require sites to comply with the stormwater requirements, prior to the January 1, 2023 deadline. The City has created an inventory of all publicly and privately owned institutional, commercial, and industrial sites which have the potential to generate pollutants to the MS4 and has implemented recurring trainings for staff responsible for implementing the source control program in conducting the activities required by the program.

# CHAPTER 3 – PUBLIC EDUCATION AND OUTREACH

## 3.1 PERMIT REQUIREMENTS

Section S5.C.2 of the 2019-2024 Phase II Permit requires the City to develop and implement a public education and outreach program with the goal of

- i) building general awareness about methods to address and reduce impacts from stormwater runoff,
- ii) effect behavior change to reduce or eliminate behaviors and practices that cause or contribute to adverse stormwater impacts, and
- iii) create stewardship opportunities that encourage community engagement in addressing the impacts from stormwater runoff.

These three elements are further detailed below, followed by a table containing the City’s education and outreach activities planned for the upcoming year.

The City’s education and outreach program is specifically required to:

- i. Build general awareness, selecting from the following target audiences and subject areas:
  - a. General public and businesses:
    - General impacts of stormwater on surface waters
    - Impacts from impervious surfaces
    - Impacts of illicit discharges and how to report them
    - Low impact development (LID) principles and LID BMPs
    - Opportunities to become involve in stewardship activities
  - b. Engineers, contractors, developers and land use planners:
    - Technical standards for stormwater site and erosion control plans
    - LID principals and LID BMPs
    - Stormwater treatment and flow control BMPs/facilities
- ii. Effect behavior change, selecting from the following target audiences and BMPs:
  - a. General public and businesses:
    - Use and storage of automotive chemicals, hazardous cleaning supplies, carwash soaps and other hazardous materials
    - Equipment maintenance
    - Prevention of illicit discharges
  - b. Residents, landscapers, and property managers/owners:
    - Yard care techniques protective of water quality
    - Use and storage of pesticides and fertilizers and other household chemicals
    - Carpet cleaning and auto repair and maintenance
    - Vehicle, equipment, and home/building maintenance
    - Pet waste management and disposal
    - LID principles an LID BMPs

- Stormwater facility maintenance
  - Dumpster and trash compactor maintenance
- iii. The City must also create stewardship opportunities and/or partner with existing organizations to encourage residents to participate in activities such as stream teams, storm drain marking, volunteer monitoring, riparian plantings, and education activities.

The City is required to measure the understanding and adoption of the targeted behavior for at least one target audience in at least one subject area. The resulting measurements are to be used to direct education and outreach resources most effectively, as well as to evaluate adoption of the targeted behaviors.

No later than July 1, 2021, the City shall conduct a new evaluation of the effectiveness of an ongoing behavior change campaign including documentation of lessons learned and recommendations for which option to select from permit section S5.C.2.a.ii.(c) (summarized by section C2.2.c of this plan, below). The City may forgo the above evaluation requirement if staff opt for strategy S5.C.2.a.ii.(c)3 (summarized by C2.2.c.iii of this plan, below), and it is deemed an evaluation will not add value to the overall behavior change program.

## **3.2 2024 PROGRAM ACTIVITY**

### **3.2.1 PUBLIC EDUCATION AND OUTREACH**

The following are activities the City has planned for public education and outreach:

#### **a) Low Impact Development Education**

The City will continue its annual program to develop and distribute an activities calendar that includes artwork with stormwater pollution prevention themes for each month. This effort targets the public, including not only the school age children who develop the artwork, but also the residential population and city employees that the calendar is distributed to.

The program runs as follows:

An entry form will be supplied to each child that attends the one elementary school that lies within the City. The children will be able to pick from multiple categories focusing on pollution prevention.

All entries will be evaluated, with the top-rated entries published in the City of Fircrest Calendar (grand prize winner on the cover, 12 top rated entries will be featured during each month, and approximately 12 selected for “honorable mention” at the end of the calendar). The grand prize winner will receive a pizza feed for their entire class, and all other artists will attend an ice cream social at the school. Once the calendars are produced, each child at the school will be provided with a calendar, and a calendar will be delivered to every residence within the City of Fircrest.

Target Audience: School-age children

Date: Annually

Goals:

- Increase awareness of general impacts of stormwater on surface waters
- Educate students on pollution prevention strategies

**b) Low Impact Development Education**

The City provides educational outreach on low impact and pollution prevention gardening to homeowners at two public events: Fircrest Fun Days and National Night out Against Crime. The City also provides information and guidance on utilizing rain gardens and rain barrels for homeowners.

Target Audience: Homeowners

Date: Annually

Goals:

- Increase awareness of general impacts of stormwater on surface waters
- Educate homeowners on select LID practices

**c) Low Impact Development Education**

The City provides educational outreach on yard care techniques that are protective of water quality including use and storage of pesticides and fertilizers as well as pet waste management and disposal. These are provided in the spring and fall utility billing flyers. In addition, the City publishes an educational article in one Town Topics, a local newsletter, annually.

Target Audience: Homeowners

Date: Biannually

Goals:

- Increase awareness of general impacts of stormwater on surface waters
- Educate homeowners on select LID practices

### **3.2.2 EFFECTING BEHAVIOR CHANGE**

**a) Fish-friendly Car Wash Kit**

The City of Fircrest received a local grant from Pierce County Surface Water Program to provide a “Fish Friendly Car Wash” kit that is available for any organization that wishes to check out the kit for fund-raising car wash events. The car wash kit is advertised on the City’s website and kits are also available at two public events: Fircrest Fun Days and National Night out Against Crime

Target Audience: General public

Date: Ongoing

Goals:

- Pollution prevention strategies

**b) Dumpster Lid Outreach Campaign**

In 2024, the City plans to launch a Dumpster Lid Outreach campaign to educate businesses about the hazards of improper dumpster use and about proper dumpster use, pending available staffing. A task force of volunteers will be formed to approach businesses with educational tools and resource

assistance. Materials will be obtained through the Regional Dumpster Outreach Group (DOG) of Washington.

Target Audience: Businesses

Date: Summer 2024

Goals:

- Pollution prevention strategies

### **3.2.3 CREATING STEWARDSHIP OPPORTUNITIES**

The following stewardship opportunities will be provided in Fircrest during 2024:

**Thelma Gilmur Park Habitat Stewardship Work Parties** (held monthly) provide opportunities for residents and volunteers to help remove invasive plants near the trail system. In cooperation with Pierce Conservation District. These work parties are advertised on the City's activities calendar.

Other regional stewardship opportunities exist through the following organizations:

**Pierce Conservation District:**

[www.piercecountycd.org](http://www.piercecountycd.org)

Pierce Conservation District's programs focusing on water quality improvement include:

- Storm Drain Curb Marking
- Rain Garden Assistance
- Urban Tree Planting
- Habitat Stewardship Program

**Chambers-Clover Watershed Council:**

<https://www.co.pierce.wa.us/1860/Chambers---Clover-Watershed-Council>

Chambers-Clover Creek Watershed Council (Pierce County) promotes the protection and enhancement of the Chambers-Clover Creek Watershed, in which Fircrest is located. The Council provides an opportunity for local agencies and citizen groups to coordinate their efforts to benefit the watershed.

### **3.2.4 MEASURING UNDERSTANDING AND ADOPTION OF TARGETED BEHAVIORS**

The City will begin a new effecting behavior change program in 2024, targeting dumpster pollution, and the City is exploring methods to monitor the affect this behavior change has going forward. The fish-friendly car kit behavior change program is ongoing but is not monitored for performance.

# CHAPTER 4 – PUBLIC INVOLVEMENT AND PARTICIPATION

## 4.1 PERMIT REQUIREMENTS

Section S5.C.3 of the Permit requires the City to provide ongoing opportunities for public involvement participation through advisory councils, public hearings, watershed committees, participation in developing rate-structures or other similar activities. The City must comply with applicable state and local public notice requirements when developing elements of the SWMP.

Minimum performance measures are:

- a. Create opportunities for the public to participate in the decision-making processes involving the development, implementation, and update of the City’s SMAP and SWMP.
- b. Post on City website the SWMP Plan and the annual report required under S9.A of the Permit no later than May 31st each year. All other submittals shall be available to the public upon request.

## 4.2 2024 PROGRAM ACTIVITY

### 4.2.1 Decision-Making Process Opportunities

The SWMP Plan will be presented to the City Council at a general city meeting on March 26, 2024. During the meeting, any member of the public who wishes to comment on the SMAP or SWMP will be given the opportunity to provide comments. The City of Fircrest will notify the public of stormwater related discussions outside of the SMAP or annual SWMP via the City website and mailers.

### 4.2.2 SWMP and Annual Report Posting

This SWMP Plan document and Permit annual report is posted on the City’s website in the current year prior to May 31. The SWMP will be available to the public, upon request, in the Public Works building.

# CHAPTER 5 – MS4 MAPPING AND DOCUMENTATION

## 5.1 PERMIT REQUIREMENTS

The City shall implement a program for maintaining mapping and documentation of the MS4. Minimum performance measures are:

- Ongoing Mapping: The City shall maintain mapping data for the features listed:
  - Known MS4 outfalls and known MS4 discharge points.
  - Receiving waters, other than groundwater
  - Stormwater treatment and flow control BMPs/facilities owned or operated by the Permittee.
  - Geographic areas served by the City's MS4 that do not discharge stormwater to surface waters.
  - Tributary conveyances to all known outfalls and discharge points with a 24-inch nominal diameter or larger, or an equivalent cross-sectional area for non-pipe systems. The following features or attributes (or both) shall be mapped:
    - Tributary conveyance type, material, and size where known.
    - Associated drainage areas.
    - Land use.
  - Connections between the MS4 owned or operated by the Permittee and other municipalities or public entities.
  - All connections to the MS4 authorized or allowed by the Permittee after February 16, 2007.
  
- New Mapping: The City shall:
  - No later than January 1, 2020, begin to collect size and material for all known MS4 outfalls during normal course of business (e.g., during field screening, inspection, or maintenance) and update records.
  - No later than August 1, 2023, complete mapping of all known connections from the MS4 to a privately-owned stormwater system.
  - No later than August 1, 2021, the required format for mapping is electronic (e.g., Geographic Information System, CAD drawings, or other software that can map and store points, lines, polygons, and associated attributes), with fully described mapping standards.
  - To the extent consistent with national security laws and directives, the City shall make available to Ecology, upon request, available maps depicting the information required in S5.C.4.a through c, above.
  - Upon request, and to the extent appropriate, the City shall provide mapping information to federally recognized Indian Tribes, municipalities, and other Permittees. This Permit does not preclude Permittees from recovering reasonable costs associated with fulfilling mapping information requests by federally recognized Indian Tribes, municipalities, and other Permittees.

## **5.2 2024 PROGRAM ACTIVITY**

The City of Fircrest's MS4 has been previously mapped including all known connections from privately-owned stormwater systems to the MS4 as required by the current Permit. The data is available within ArcGIS Online, with fully described mapping standards, and layered in the City's Asset Management software, which is utilized while performing annual inspections. Any new catch basins and pipe diameter and materials of unknown private connections to the MS4 will also be discovered/updated, if discovered while conducting CB inspections.



# CHAPTER 6 – ILLICIT DISCHARGE DETECTION AND ELIMINATION

## 6.1 PERMIT REQUIREMENTS

Section S5.C.5 of the Permit requires the SWMP to include an ongoing program designed to prevent, detect, characterize, trace, and eliminate illicit connections and illicit discharges into the MS4. The required program has minimum performance measures as summarized below (see Permit for complete text):

- The program shall include procedures for reporting and correcting or removing illicit connections, spills, and other illicit discharges when they are suspected or identified. The program shall also include procedures for addressing pollutants entering the MS4

Illicit connections and illicit discharges must be identified through, but not limited to: field screening, inspections, complaints/reports, construction inspections, maintenance inspections, source control inspections, and/or monitoring information, as appropriate.

- Permittees shall inform public employees, businesses, and the general public of hazards associated with illicit discharges and improper disposal of waste.
- Each Permittee shall implement an ordinance or other regulatory mechanism to effectively prohibit non-stormwater, illicit discharges into the Permittee's MS4 to the maximum extent allowable under state and federal law.
- Implement an ongoing program designed to detect and identify non-stormwater discharges and illicit connections into the City's MS4, including the following components:
  - Procedures for conducting investigations of the City's MS4, including field screening and methods for identifying potential sources, implementation of a field screening methodology, and completing field screening for at least 12% of the MS4 each year. Permittees shall annually track total percentage of the MS4 beginning August 1, 2019.
  - A publicly listed and publicized hotline or other telephone number for public reporting of spills and other illicit discharges.
  - An ongoing training program for a municipal field staff.
- Implement an ongoing program designed to address illicit discharges, including spills and illicit connections, into the City's MS4, including:
  - Procedures for characterizing the nature and potential public environmental threat of an illicit discharge
  - Procedures for tracing the source of an illicit discharge
  - Procedures for eliminating the illicit discharge
  - Meet the following timelines in addressing illicit discharges:
    - Immediate response to illicit discharges, including spills, which are determined to constitute a threat to human health, welfare, or the environment

- Investigate within 7 days, on average, any complaint, report or monitoring information that indicates a potential illicit discharge
  - Initiate an investigation within 21 days of any report or discovery of a suspected illicit connection
  - Upon confirmation of an illicit connection, use the compliance strategy in a documented effort to eliminate the illicit connection within 6 months
- Train staff responsible for identification, investigation, termination, cleanup, and reporting of illicit discharges, including spills, and illicit connections, to conduct these activities. Provide follow-up training as needed. Document and maintain records of training.
  - Recordkeeping: Track and maintain records of the activities conducted to meet the requirements for illicit discharge detection and elimination (IDDE).

## 6.2 2024 PROGRAM ACTIVITY

### 6.2.1 IDDE Ordinance

Fircrest has previously adopted an ordinance that prevents illicit non-stormwater discharges into the MS4, as found in FMC 20.25. The ordinance outlines prohibited discharges, allowed discharges, conditional discharges, prohibits illicit connections, monitoring, as well as enforcement.

### 6.2.2 Program to Detect and Identify Illicit Discharge

The City of Fircrest will continue its existing Illicit Discharge Detection and Elimination (IDDE) program, which relies on complaints from the public or identification by City staff during system maintenance. Additionally, the City will continue to complete field screening for an average of 12% of the MS4 each year. To comply with the current Permit, the following program enhancements will be maintained for 2024:

#### Field Screening Methodology

Fircrest's IDDE program utilizes the Outfall Reconnaissance Inventory field screening methodology, as described in Chapter 11 of the Center for Urban Watershed Protection's *Illicit Discharge Detection and Elimination* guidance manual (IDDE Manual) dated October 2004. Screening methods utilize the newly implemented Asset Management software will assist in tracking historic data related to IDDE's and Spills.

#### IDDE Training Program

Fircrest staff involved in IDDE underwent training in 2022 and 2023. Additional training will be provided in 2024 as needed due to staff changes.

#### Hotline for Public Reporting of Spills and other Illicit Discharges

The City Hall telephone number listed on the City's website for reporting will be identified on the City's website specifically for reporting spills and other illicit discharges. Afterhours calls are communicated to

and responded to by PW staff via contact from an on-call service then also emailed to PW Staff to be input into the database.

### Illicit Discharge Public Education

Illicit discharge public education to inform public employees, businesses, and the public of hazards associated with illicit discharges and improper storage of waste have been integrated into the public education efforts at various community events in addition to local schools providing ecology awareness-based artwork for a Citywide calendar.

### Source Control Business Inspection Program

In addition to the Source Control Programs for Existing Development that have already been implemented in previous years, the Source Control Business Inspection program is underway. The program educates and communicates with local businesses that may qualify under Appendix 8 of the Permit. Information is provided via utility billing mailers, available at the Public Works office and provided at community outreach events.

### **6.2.3 Program to Address Illicit Discharges**

The City utilizes the following procedures to address illicit discharges reported by the public or detected through field screening:

- When a spill or illicit discharge is reported or detected that has an obvious nature based on distinct odors, colors, or visual indicators, the Public Works Director or designee will take appropriate action to minimize the threat to human health, welfare, and/or the environment, and will comply with the reporting requirements of General Condition G3 of the Permit. If the nature of the spill or illicit discharge constitutes a threat to human health, welfare, or the environment, action will be taken immediately. Other potential illicit discharges will be investigated within 7 days.
- When an illicit discharge is detected that is not obvious in nature or threat level, indicator sampling will be carried out in accordance with Chapter 4 of *Illicit Connection and Illicit Discharge field Screening and Source Tracing Guidance Manual*, May 2013, prepared by Herrera Environmental Consultants for the Washington State Department of Ecology (IC/ID Guidance Manual). A private contractor will be utilized to perform indicator sampling, when required.
- The source of reported or detected illicit discharges will be traced in accordance with the methodologies described in Chapter 5 of the ID/IC Guidance Manual, utilizing City maintenance staff and/or private contractors, as required.
- Illicit connections, when reported or discovered, will be investigated within 21 days to determine the source of the connection, nature, and volume of the discharge through the connection, and the party responsible for the connection.
- Illicit connections will be remedied within a period as specified by the City in accordance with FMC 20.25.090.

#### **6.2.4 Illicit Discharge Training**

Fircrest Utility staff responsible for the IDDE program attended a training seminar in 2021. No changes were made to the program based on this training. Additional training was provided in 2022 and 2023, and further training will be provided in 2024 as needed due to staff changes.

#### **6.2.5 Illicit Discharge Recordkeeping**

All recordkeeping associated with the City's IDDE program is maintained within an internal Asset Management/Work Order program. IDDE's and spills are reported and documented in this program, whether the request originates from a citizen or City staff. Records are kept by the Public Works department and include the following:

- Field Screening Data
- Records of all detected illicit discharges and actions taken
- Reports of all reported spills and illicit discharges and actions taken
- Records of illicit connections and actions taken

All IDDE incidences are reported to the WQ WebIDDE app for reporting to Ecology.

# CHAPTER 7 – CONTROLLING RUNOFF FROM NEW DEVELOPMENT, REDEVELOPMENT AND CONSTRUCTION SITES

## 7.1 PERMIT REQUIREMENTS

Section S5.C.6 of the Permit requires that the City implement and enforce a program to reduce pollutants in stormwater runoff to its MS4 from new development, redevelopment, and construction site activities. The program must apply to both private and public development, including roads. The program is required to have several components as summarized below (see Permit for complete text):

- a. Implement an ordinance or other enforceable mechanism that addresses runoff from new development, redevelopment, and construction site projects, no later than 06/30/22. The ordinance shall apply to all new applications on or after 07/01/22 or previous applications prior to 01/01/2017 that have not started construction by 01/01/22 or all applications between 01/02/17 to 07/01/22 that have not started construction by 07/01/2027.
- b. The ordinance or other enforceable mechanism shall include, at a minimum:
  - i. The Minimum Requirements, thresholds, and definitions in Appendix 1 or a program approved by Ecology under the 2013 NPDES Phase I Municipal Stormwater Permit amended to include the changes identified in Appendix 10, or Phase I program approved by Ecology and amended to include Appendix 10, for new development, redevelopment, and construction sites. Adjustment and variance criteria equivalent to those in Appendix 1 shall be included. More stringent requirements may be used, and/or certain requirements may be tailored to local circumstances through the use of Ecology-approved basin plans or other similar water quality and quantity planning efforts. Such local requirements and thresholds shall provide equal protection of receiving waters and equal levels of pollutant control to those provided in Appendix 1.
  - ii. The local requirements shall include the following requirements, limitations, and criteria that, when used to implement the minimum requirements in Appendix 1 (or program approved by Ecology under the 2019 Phase I Permit), will protect water quality, reduce the discharge of pollutants to the MEP, and satisfy the State requirement under chapter 90.48 RCW to apply AKART prior to discharge:
    - Site planning requirements
    - BMP selection criteria
    - BMP design criteria
    - BMP infeasibility criteria
    - LID competing needs criteria
    - BMP limitations

Permittees shall document how the criteria and requirements will protect water quality, reduce the discharge of pollutants to the MEP, and satisfy State AKART requirements.

Permittees who choose to use the requirements, limitations, and criteria above in the *Stormwater Management Manual for Western Washington*, or a Phase I program approved by Ecology, may cite this choice as their sole documentation to meet this requirement.

- iii. The legal authority, though the approval process for new development and redevelopment, to inspect and enforce maintenance standards for private stormwater facilities approved under the provisions of this section that discharge to the City's MS4.
- c. The program shall include a permitting process with site plan review, inspection and enforcement capability to meet the following standards:
- i. Review of all stormwater site plans for proposed development activities
  - ii. Inspect, prior to clearing and construction, all permitted development sites that have a high potential for sediment transport as determined through plan review based on definitions and requirements in Appendix 7 of the Permit, or all construction sites that meet the minimum thresholds in Appendix 1 of the Permit.
  - iii. Inspect all permitted development sites during construction to verify proper installation and maintenance of required erosion and sediment controls.
  - iv. Each Permittee shall manage maintenance activities to inspect all stormwater treatment and flow control BMPs/facilities, and catch basins, in new residential developments every six months, until 90% of the lots are constructed to identify maintenance needs and enforce compliance with maintenance standards as needed.
  - v. Inspect all permitted developments upon completion of construction and prior to final approval or occupancy to ensure proper installation of permanent stormwater facilities.
  - vi. Compliance with the inspection requirements in (ii) through (v), above, shall be determined by the presence and records of an established inspection program designed to inspect all sites. Compliance during this permit term shall be determined by achieving at least 80% of required inspections. The inspections may be combined with other inspections provided they are performed using qualified personnel.
  - vii. The program shall include a procedure for keeping records of inspections and enforcement actions by staff, including inspection reports, warning letters, notices of violations, and other enforcement records. Records of maintenance inspections and maintenance activities shall be maintained.
  - viii. An enforcement strategy shall be implemented to respond to issues of noncompliance.
- d. The program shall make available, as applicable, the link to the electronic *Construction Stormwater General Permit* Notice of Intent (NOI) form for construction activity and, as applicable, a link to the electronic *Industrial Stormwater General Permit* NOI form for industrial activity to representatives of proposed new development and redevelopment. Permittees shall continue to enforce local ordinances controlling runoff from sites that are also covered by stormwater permits issued by Ecology.
- e. Each Permittee shall ensure that all staff whose primary job duties are implementing the program to control stormwater runoff from new development, redevelopment, and construction sites, including permitting, plan review, construction site inspections, and enforcement, are trained to conduct these activities. Follow-up training must be provided as

needed to address changes in procedures, techniques or staffing. Permittees shall document and maintain records of the training provided and the staff trained.

## **7.2 2024 PROGRAM ACTIVITY**

The City of Fircrest has an ongoing program for controlling runoff from new development, redevelopment and construction sites that was expanded in 2023 and will be maintained in 2024. The following sections describe existing program elements to comply with Permit requirements, as well as specific program enhancements which were implemented in 2023 and will remain in effect in 2024.

### **7.2.1 Stormwater Ordinance**

Fircrest Municipal Code (FMC) 20.24.030 adopts the most recent version Ecology’s Stormwater Management Manual for Western Washington (SWMMWW). Currently the City enforces the requirements in the SWMMWW for all new development, redevelopment, and construction sites, both public and private, including roads. By adopting the SWMMWW, the City is complying with the requirement of S5.C.4.a.ii of the Permit to include requirements, limitations, and criteria for site planning and BMPs for protection of water quality and reduction of pollutant discharge.

The legal authority to inspect and enforce maintenance standards for private stormwater facilities through the approval process for new development and redevelopment is currently established by FMC 20.24.

### **7.2.2 Stormwater Permitting Process**

The City will continue its current stormwater permitting process with plan review, inspection, and enforcement capability to ensure compliance with code requirements for both private and public projects, using qualified personnel. This includes:

- Meet with the City Planning Department to discuss impacts from new development, redevelopment, and construction sites
- Review of all stormwater site plans
- Inspection of all submitted development sites that have a high potential for sediment transport prior to clearing and construction
- Inspection of all permitted development sites during construction to verify proper installation and maintenance of required erosion and sediment controls with enforcement as necessary, based on the inspections
- Inspection of all permitted development sites upon completion of construction and prior to final approval or occupancy to ensure proper installation of permanent stormwater controls, such as stormwater facilities and structural BMPs
- Verification that a maintenance plan has been completed and responsibility for maintenance has been assigned with enforcement as necessary, based on the inspections
- Ensuring compliance with inspection requirements by the presence and records of an established inspection program that is designed to inspect all sites and achieve at least 80% of scheduled inspections

The City will document all site inspections performed as part of the permitting process. A shared documentation process between the Public Works department the Planning Department has been

established. This program, Jot Form, streamlines the permitting process and ensures the appropriate department signs off on each phase of a project.

### **7.2.3 Enforcement of Stormwater Ordinance for Sites with Ecology Permits**

The City will enforce local ordinances controlling runoff from sites that are also covered by stormwater permits by Ecology.

### **7.2.4 Training**

Public Works staff members completed CESCL training in 2022 and 2023. Additional training will be provided in 2024 as needed due to staffing changes.

Records of staff that have received training are maintained by the Public Works Director.

### **7.2.5 Low Impact Development**

The City will continue to require LID Principles and LID BMPS when updating, revising, and developing new local development-related codes, rules, standard, or other enforceable documents, as needed.



# CHAPTER 8 – MUNICIPAL OPERATIONS AND MAINTENANCE

## 8.1 PERMIT REQUIREMENTS

Section S5.C.7 of the Permit requires that the City document and implement a program to regulate maintenance activities and training component and has the ultimate goal of preventing or reducing pollutant runoff from municipal operations. The program is required to have several components as summarized below (see Permit for complete text):

- a. Implement maintenance standards that are as protective, or more protective, of facility function than those specified in *Stormwater Management Manual for Western Washington* or Phase I program approved by Ecology. For facilities which do not have maintenance standards, the City is required to develop a maintenance standard. Maintenance standards were required to be implemented no later than June 30, 2022.
  - i. The purpose of the maintenance standard is to determine if maintenance is required.
  - ii. When an inspection identifies an exceedance of the maintenance standard, maintenance is required to be performed:
    - Within 1 year for typical maintenance of facilities, except catch basins
    - Within 6 months for catch basins
    - Within 2 years for maintenance that requires capital construction of less than \$25,000

Circumstances beyond the Permittee’s control include denial or delay of access by property owners, denial or delay of necessary permit approvals, and unexpected reallocations of maintenance staff to perform emergency work. For each exceedance of the required timeframe, the Permittee shall document the circumstances and how they were beyond their control.

- b. Maintenance of stormwater facilities regulated by the Permittee
  - i. The program shall include provisions to verify adequate long-term O&M of stormwater treatment and flow control BMPs/facilities that are permitted and constructed pursuant to S.5.C.6.c and shall be maintained in accordance with S5.C.7.a.

The provisions shall include:

- (a) Implementation of an ordinance or other enforceable mechanism that:
  - Clearly identifies the party responsible for maintenance in accordance with maintenance standards established under S5.C.7.a.
  - Requires inspection of facilities in accordance with the requirements in (b), below.
  - Establishes enforcement procedures.
- (b) Perform annual inspection of all City-owned or operated permanent stormwater and flow control BMPs/facilities that discharge to the MS4 and were permitted by the Permittee according to S5.C.6c, including those permitted in accordance with requirements adopted pursuant to the 2007-2019 Ecology municipal stormwater permits, unless there are maintenance records to justify a different frequency.

Permittees may reduce the inspection frequency based on maintenance records of double the length of time of the proposed inspection frequency. In the absence of maintenance records, the Permittee may substitute written statements to document a specific less frequent inspection schedule. Written statements shall be based on actual inspection and maintenance experience and shall be certified in accordance with G19 – *Certification and Signature*.

- ii. Compliance with the inspection requirements in (b), above, shall be determined by the presence and records of an established inspection program designed to inspect all facilities, and achieving at least 80% of required inspections.
  - iii. The program shall include a procedure for keeping records of inspections and enforcement actions by staff, including inspection reports, warning letters, notices of violations, and other enforcement records. Records of maintenance inspections and maintenance activities shall be maintained.
- c. Maintenance of stormwater facilities owned or operated by the Permittee.
- i. Each Permittee shall implement a program to annually inspect all municipally owned or operated stormwater treatment and flow control BMPs/facilities, and taking appropriate maintenance actions in accordance with the adopted maintenance standards.

Permittees may reduce the inspection frequency based on maintenance records of double the length of time of the proposed inspection frequency. In the absence of maintenance records, the Permittee may substitute written statements to document a specific less frequent inspection schedule. Written statements shall be based on actual inspection and maintenance experience and shall be certified in accordance with G19 – *Certification and Signature*.

- ii. Perform spot checks of potentially damaged permanent stormwater treatment and flow control BMPs/facilities after major storm events (24 hour storm event with a 10 year or greater recurrence interval).
- iii. Each Permittee shall inspect all catch basins and inlets owned or operated by the Permittee every two years. Clean catch basins if the inspection indicates cleaning is needed to comply with maintenance standards established in the *Stormwater Management Manual for Western Washington*.

The following alternatives to the standard approach of inspecting all catch basins every two years may be applied to all or portions of the system:

- (a) The catch basin inspection schedule of every two years may be changed as appropriate to meet the maintenance standards based on maintenance records of double the length of time of the proposed inspection frequency.
- (b) Inspections every two years may be conducted on a “circuit basis” whereby

25% of catch basins and inlets within each circuit are inspected to identify maintenance needs. Include an inspection of the catch basin immediately upstream of any MS4 outfall, discharge point, or connections to public or private storm systems, if applicable.

- (c) The Permittee may clean all pipes, ditches, and catch basins and inlets within a circuit once during the permit term. Circuits selected for this alternative must drain to a single point.
- iv. Compliance with inspection requirements in S5.C.7.c i-iii, above, is determined by the presence of an established inspection program designed to inspect all sites and achieving at least 95% of inspections.
- d. Implement practices, policies and procedures to reduce stormwater impacts associated with runoff from all lands owned or maintained by the City, and road maintenance activities under the control of the City. No later than December 31, 2022, document the practices, policies, and procedures. Lands owned or maintained by the Permittee include, but are not limited to streets, parking lots, roads, highways, buildings, parks, open space, road rights-of-way, maintenance yards, and stormwater treatment and flow control BMPs/facilities. The following activities shall be addressed:
  - Pipe cleaning
  - Cleaning of culverts
  - Ditch maintenance
  - Street cleaning
  - Road repair and resurfacing, including pavement grinding
  - Snow and ice control
  - Utility installation
  - Pavement striping maintenance
  - Maintaining roadside areas, including vegetation management
  - Dust control
  - Application of fertilizers, pesticides, and herbicides according to the instructions for their use, including reducing nutrients and pesticides using alternatives that minimize environmental impacts
  - Sediment and erosion control
  - Landscape maintenance and vegetation disposal
  - Trash and pet waste management
  - Building exterior cleaning and maintenance
- e. Implement an ongoing training program for City employees whose primary construction, operations or maintenance job functions may impact stormwater quality. The training program shall address the importance of protecting water quality, operation and maintenance standards, inspection procedures, selecting appropriate BMPs, ways to perform their job activities to prevent or minimize impacts to water quality, and procedures for reporting water quality concerns. Follow-up training shall be provided as needed to address changes in procedures, techniques, requirements, or staffing. Permittees shall document and maintain records of training provided and the staff trained.

- f. Implement a Stormwater Pollution Prevention Plan (SWPPP) for all heavy equipment maintenance or storage yards, and material storage facilities owned or operated by the Permittee in areas subject to this Permit that are not required to have coverage under the *Industrial Stormwater General Permit* or another NPDES permit that authorizes stormwater discharges associated with the activity. As necessary, update SWPPPs no later than December 31, 2022, to include the following information. At a minimum, the SWPPP shall include:
  - i. A detailed description of the operational and structural BMPs in use at the facility and a schedule for implementation of additional BMPs when needed. BMPs selected must be consistent with the Stormwater Management Manual for Western Washington, or a Phase I program approved by Ecology. The SWPPP must be updated as needed to maintain relevancy with the facility.
  - ii. At minimum, annual inspections of the facility, including visual observations of discharges, to evaluate the effectiveness of the BMPs, identify maintenance needs, and determine if additional or different BMPs are needed. The results of these inspections must be documented in an inspection report or check list.
  - iii. An inventory of the materials and equipment stored on-site, and the activities conducted at the facility which may be exposed to precipitation or runoff and could result in stormwater pollution.
  - iv. A site map showing the facility's stormwater drainage, discharge points, and areas of potential pollutant exposure.
  - v. A plan for preventing and responding to spills at the facility which could result in an illicit discharge.
  
- g. Maintain records of inspections and maintenance or repair activities conducted by the City.

### **8.1.1 Operations and Maintenance of Permitted Stormwater Facilities Program**

The City requires property owners to maintain, inspect and clean their privately maintained facilities. City staff is not responsible for inspecting private systems. New construction as-built records are available in the Public Works building.

## **8.2 2024 PROGRAM ACTIVITY**

The City of Fircrest has an established program for municipal operation and maintenance, which will continue in 2024. The following sections describe current program elements to comply with Permit requirements.

### **8.2.1 Maintenance Standards**

The City utilizes the maintenance standards specified in Appendix V-A of Volume V of the 2019 *Stormwater Management Manual for Western Washington* for operation and maintenance of the City's stormwater systems. Any updates to maintenance standards provided in the future *Stormwater Management Manual for Western Washington* will be adopted by the City.

## 8.2.2 Inspection of Municipal Stormwater Facilities

In 2022, inspections of 100 percent of the municipal stormwater system took place, and cleaning took place within 6 months for structures that did not pass inspections. The following procedures were performed in 2023 and will be continued in 2024:

**Annual Inspections:** There are currently two publicly maintained stormwater treatment and flow control facilities in the City of Fircrest that require annual inspection. One LID BMP also exists, permeable pavement sidewalks along Emerson Street, which will continue to be inspected annually.

**Spot Checks:** Spot checks will be performed at culvert crossings along Leach Creek after each major storm event (10-year, 24-hour storm event). The two City-maintained treatment and flow control facilities will also be checked if the potential for damage is suspected.

**Catch Basin Inspections and Cleaning:** City staff will continue to inspect and clean all catch basins at least once every two years, with half of the City completed in each year of the two-year cycle. Decant water from the catch basin cleaning effort will be disposed of in accordance with the requirements set forth in Permit Appendix 6, Street Waste Disposal.

## 8.2.3 Stormwater Impact Reduction Procedures

The City has implemented the following practices, policies, and procedures to reduce stormwater impacts:

**City Parks:** City of Fircrest Parks and Recreation Department operates six park sites. Practices, policies, and procedures to reduce stormwater impacts at these sites consist of the following, which will be continued in 2024:

- Use fertilizers, pesticides, and herbicides according to the manufacture’s specifications. All applications follow state and local and guidelines and are used only after consultation with the Management Team and Public Works Department.
- Regularly consult with the Management Team and Public Works Department and receive specific guidelines from Pierce Conservation District regarding landscape maintenance and vegetation removal.
- Use environmentally friendly cleaning solutions for all exterior cleaning and maintenance.

**Road and Street Maintenance:** The City of Fircrest performs street sweeping of major streets monthly, weather permitting. Roadside area and vegetation are maintained while minimizing the use of herbicides or pesticides. Road repair and resurfacing is performed by contractors in accordance with requirements for construction stormwater pollution prevention as documented in the 2019 SWMMWW. Fircrest performs snow and ice control as required, using manufacturer’s application rate for minimally environmentally toxic deicing chemicals. See Appendix B for documentation on the policies, practices, and procedures the City has adopted to reduce stormwater impacts from City-owned or maintained lands to meet section SC5.7 of the NPDES Permit.

#### 8.2.4 Training

Field staff receive monthly training in Operations & Maintenance that is relevant to each department. Pollution prevention training will be continued by sending appropriate staff to training courses when needed due to staff change or to increase knowledge.

#### 8.2.5 Stormwater Pollution Prevention Plan (SWPPP)

A SWPPP has been prepared for the City's main maintenance/storage facility located on Ramsdell Street. A copy is kept on-site and was updated in December 2022.

#### 8.2.6 Municipal O&M Recordkeeping

The Public Works Director or designee will continue to maintain records of all inspections and maintenance activities.



*Figure 1 – City of Fircrest Public Works Department Staff*

# CHAPTER 9 – SOURCE CONTROL PROGRAMS FOR EXISTING DEVELOPMENT

## 9.1 PERMIT REQUIREMENTS

The City shall maintain a program dedicated to the prevention and reduction of pollutant runoff from areas which discharge to the MS4. The success of this program relies on a comprehensive and up-to-date catalog of all publicly and privately owned institutional, commercial, and industrial sites with the potential to generate pollutants within discharge range of the MS4.

Development, application, and enforcement of a source control program will require the implementation of several key components over the next three years.

- Application of operational source control BMPs, and if necessary, structural source control BMPs or treatment BMPs/facilities, or both, to pollution generating sources associated with existing land uses and activities.
- Inspections of pollutant generating sources at publicly and privately owned institutional, commercial, and industrial sites to enforce implementation of required BMPs to control pollution discharging into the MS4.
- Application and enforcement of local ordinances at sites, identified pursuant to S5.C.8.b.ii, including sites with discharges authorized by a separate NPDES permit. Permittees that are in compliance with the terms of this Permit will not be held liable by Ecology for water quality standard violations or receiving water impacts caused by industries and other Permittees covered, or which should be covered under an NPDES permit issued by Ecology.
- Practices to reduce polluted runoff from the application of pesticides, herbicides, and fertilizers from the sites identified in the inventory.

## 9.2 2019-2024 PERMIT REQUIREMENTS

- No later than August 1, 2022, Permittees shall adopt and make effective an ordinance(s), or other enforceable documents, requiring the application of source control BMPs for pollutant generating sources associated with existing land uses and activities (see Appendix 8 to identify pollutant generating sources).
- No later than August 1, 2022, the Permittees shall establish an inventory that identifies publicly and privately owned institutional, commercial, and industrial sites which have the potential to generate pollutants to the MS4.
  - Businesses and/or sites identified based on the presence of activities that are pollutant generating (refer to Appendix 8).
  - Other pollutant generating sources, based on complaint response, such as: home-based businesses and multi-family sites.

- No later than January 1, 2023, Permittees shall implement an inspection program for sites identified pursuant to S5.C.8.b.ii, above.
  - All identified sites with a business address shall be provided information about activities that may generate pollutants and the source control requirements applicable to those activities. This information shall be provided by mail, telephone, electronic communications, or in person. This information may be provided all at one time or spread out over the permit term to allow for tailoring and distribution of the information during site inspections.
  - The Permittee shall annually complete the number of inspections equal to 20% of the businesses and/or sites listed in their source control inventory to assess BMP effectiveness and compliance with source control requirements. The Permittee may count follow-up compliance inspections at the same site toward the 20% inspection rate. The Permittee may select which sites to inspect each year and is not required to inspect 100% of sites over a 5-year period. Sites may be prioritized for inspection based on their land use category, potential for pollution generation, proximity to receiving waters, or to address an identified pollution problem within a specific geographic area or sub-basin.
  - Each Permittee shall inspect 100% of sites identified through credible complaints.
  - Permittees may count inspections conducted based on complaints, or when the property owner denies entry, to the 20% inspection rate.
  
- No later than January 1, 2023, each Permittee shall implement a progressive enforcement policy that requires sites to comply with stormwater requirements within a reasonable time period as specified below:
  - If the Permittee determines, through inspections or otherwise, that a site has failed to adequately implement required BMPs, the Permittee shall take appropriate follow-up action(s), which may include phone calls, reminder letters, emails, or follow-up inspections.
  - When a Permittee determines that a site has failed to adequately implement BMPs after a follow-up inspection(s), the Permittee shall take enforcement action as established through authority in its municipal codes or ordinances, or through the judicial system.
  - Each Permittee shall maintain records, including documentation of each site visit, inspection reports, warning letters, notices of violations, and other enforcement records, demonstrating an effort to bring sites into compliance. Each Permittee shall also maintain records of sites that are not inspected because the property owner denies entry.
  - A Permittee may refer non-emergency violations of local ordinances to Ecology, provided, the Permittee also makes a documented effort of progressive enforcement. At a minimum, a Permittee's enforcement effort shall include documentation of inspections and warning letters or notices of violation.



- Permittees shall train staff who are responsible for implementing the source control program to conduct these activities. The ongoing training program shall cover the legal authority for source control, source control BMPs and their proper application, inspection protocols, lessons learned, typical cases, and enforcement procedures. Follow-up training shall be provided as needed to address changes in procedures, techniques, requirements, or staff. Permittees shall document and maintain records of the training provided and the staff trained.

### **9.3 2024 PROGRAM ACTIVITY**

Existing ordinances related to enforcing source control for existing development are under FMC 20.24 and FMC 20.25. In 2022, the City revised section 20.24 of the Fircrest municipal Code to allow the City to inspect and enforce source control BMPs at existing developed sites.

The City has implemented a program to identify commercial and industrial sites which have the potential to generate pollutants to the MS4 to meet the August 1, 2022 deadline. The City is aware of all commercial sites within the City Limit and has begun an updated private stormwater inspection program. There are no identified commercial sites that would produce pollutants to the MS4. The City reviewed all business licenses to identify potential home businesses that may impact the MS4.

Once the assessment was completed, the City developed a source control inventory of all businesses and properties identified as conducting activities that are pollutant generating and may impact the MS4. Identified sites included governmental sites, mobile or home-based businesses, and sites that received complaints indicating it may be pollution generating.

**APPENDIX A**  
**CITY OF FIRCREST SMAP RECEIVING BASIN PRIORITIZATION**

## **A-1 Overview**

A receiving water assessment was performed for the City of Fircrest to assess and document the existing information and conditions related to local receiving waters and contributing areas. The purpose of the assessment is to aide in identifying the receiving waters that would most likely benefit from stormwater management planning.

The NPDES permit requires a watershed inventory, provided as a table, to be submitted no later than March 31, 2022, and a brief description of the receiving waters that are in Fircrest. A single waterbody, Leach Creek, with three contributing area assessment units, was identified a receiving water for the City of Fircrest. Assessment was performed using 303(d) listing information, Environmental Justice Screening and Mapping Tool, Puget Sound Watershed Characterization Project, and the Coastal Atlas Map.

## **A-2 Receiving Water and Assessment Unit Areas**

The City has a single receiving water, Leach Creek, a sub-watershed of the Clover-Chambers Creek watershed. Leach Creek is over 2 miles long and the contributing watershed area consists of 1,867 acres, of which 40% is residential, 37% is commercial, 20% is open space, and 3% is Industrial. The existing stormwater pipe network of Fircrest, University Place, and Tacoma discharges to Leach Creek holding basin. Discharges from Leach Creek holding basin, as well as stormwater runoff from Fircrest, University Place, and Lakewood, supply flows to Leach Creek downstream of the holding basin prior to confluence with Chamber Creek. The lower reaches of Leach Creek contain salmonid spawning habitat.

A 303(d) listing, per Section 303(d) of the federal Clean Water Act, exists for Leach Creek for mercury and bacteria.

Three assessment unit areas, as defined by Puget Sound Watershed Characterization Project, exist within Fircrest. The southwestern corner of Fircrest lies within basin 12003 and contributes runoff to Lower Leach Creek prior to confluence with Chambers Creek. The total area of basin 12003 is 1,189 acres. The City of Fircrest comprises 24 acres, or 2% of this basin. Lower Leach Creek has the designated use of anadromous fishery. The Water flow assessment revealed moderate surface storage for this area and the basin has a “moderate” ranking for water flow importance for Leach Creek. Water quality assessment review showed moderate-to-high levels of sediment, phosphorous, metals, nitrogen, and pathogens for this basin.

Basin 12004 represents the area that contributes runoff to Upper Leach Creek, downstream of the Leach Creek Holding Basin. The total area of Basin 12004 is 1,959 acres. Fircrest makes up 35%, or 690 acres of this basin. Upper leach creek has the designated use of anadromous fishery. The Water flow assessment revealed moderate surface storage for this area, with high degradation of water flow. Additionally, this basin is rank “high” for water flow importance to Leach Creek. Water quality assessment review showed moderate-to-high levels of sediment, phosphorous, metals, nitrogen, and pathogens for this basin.

The northernmost watershed of Fircrest, Basin 12005, contains the contributing area that drains to Leach Creek Holding basin in Tacoma. This basin the most upstream basin of the three basins in Fircrest. The total area of this watershed is 1,774 acres, of which 290 acres, or 16%, are within Fircrest City Limits. The Leach Creek Holding basin is used as a regional stormwater management facility. The Water flow assessment revealed low surface storage for this area; however, this basin also has a designation of

“low water flow importance.” Water quality assessment review revealed moderate-to-high levels of sediment, phosphorous, metals, nitrogen, and pathogens for this basin.

**A-3 Stormwater Management Action Plan Assessment Table**

The following table summarizes the results of the watershed inventory assessment for the City of Fircrest.

**APPENDIX B**  
**S5.C.7 DOCUMENTATION**

# Memorandum

**To:** Tyler Bemis – Project Manager  
City of Fircrest

**CC:** Terry Wright, PE – KPG Psomas  
Sam Wilson, PE – KPG Psomas

**From:** Kristen Powers, EIT – KPG Psomas

**Date:** 12/14/2022

**Re:** City of Fircrest Documentation of Policies, Practices, and Procedures to reduce SW impacts from permittee land

**Project No:** 19016W11 (KPG Psomas)

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This memorandum documents the City of Fircrest practices, policies and procedures to reduce stormwater impacts from all City owned and maintained lands in accordance with S5.C.7.d and S5.C.7.e of the Phase III NDPES permit.

## **Practices, policies, and procedures**

The Phase II permit requires the City to develop and implement practices, policies, and procedures to reduce stormwater impacts associated with runoff from all lands owned or maintained by the City, and road maintenance activities under the functional control of the City. Lands owned or maintained by the City to which this requirement applies include, but are not limited to parking lots, streets, roads, highways, buildings, parks, open space, road right-of-way, maintenance yards, and stormwater treatment and flow control BMPs/facilities.

The City's practices, policies, and procedures mentioned above must address the following activities: pipe cleaning; cleaning of culverts that convey stormwater in ditch systems; ditch maintenance; street cleaning; road repair and resurfacing, including pavement grinding; snow and ice control; utility installation; maintaining roadside areas, including vegetation management; dust control; pavement striping maintenance; application of fertilizers, pesticides, and herbicides according to the instructions for their use, including reducing nutrients and pesticides using alternatives that minimize environmental impacts; sediment and erosion control; landscape maintenance and vegetation disposal; trash and pet waste management; and building exterior cleaning and maintenance.

The City departments that have custodial responsibility related to the activities above are Public Works and Parks & Recreation.

The City of Fircrest maintains practices for reducing stormwater impacts associated with runoff from all lands owned or maintained by the City including road maintenance activities under the functional control of

the City. These practices and policies were developed through combined efforts implemented by the City and Pierce County.

The City has adopted the following guidelines for inspection and maintenance activities:

- WSDOT Regional Road Maintenance Endangered Species Act Program Guidance
- Applicable source control BMPs listed in the Stormwater Management Manual for Western Washington, Volume IV
- Condition Assessment Manuals, developed by Pierce County (need list, should include vegetation or pest management if available)
- Integrated Pest Management Plan, developed by Pierce County Conservation District
- Stormwater Pollution Prevention Plans (SWPPPs) developed for S5.C.7.f or other site-specific SWPPPs by other applicable NPDES stormwater permit guidelines.

### **Training**

Ongoing training for with primary operations or maintenance job functions that may impact stormwater quality are trained in topics relevant to their job descriptions. Instructions including the above guidelines is provided, as relevant to their duties and roles, with follow up training, as needed, along with IDEE and CECSL training. Records of training provided including dates, activities or course descriptions, and names and positions of staff in attendance are kept in the Public Works office.

## FIRCREST CITY COUNCIL AGENDA SUMMARY

**AGENDA ITEM:** Acceptance of 2023-2025 Washington State Department of Ecology Municipal Stormwater Capacity Grant

**ITEM:** 13C

**DATE:** April 23, 2024

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

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**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_\_, authorizing the City Manager to execute a grant agreement with the Washington State Department of Ecology for the 2023-2025 Municipal Stormwater Capacity Grant in the amount of \$130,000.

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**PROPOSAL:** The Council is being asked to authorize the City Manager to accept and execute the grant agreement for the 2023-2025 Washington State Department of Ecology Municipal Stormwater Capacity Grant in the amount of \$130,000. This grant will assist with the implementation and management of the City's Phase II NPDES Municipal Stormwater Permit.

**FISCAL IMPACT:** The \$130,000 grant will provide funding to assist with the implementation and management of the City's Phase II NPDES Municipal Stormwater Permit. There is no required grant match.

**ADVANTAGE:** The grant provides additional stormwater funding to benefit stormwater maintenance activities and NPDES compliance.

**DISADVANTAGES:** None.

**ALTERNATIVES:** None.

**HISTORY:** Funds from this grant are designated specifically for activities related to compliance with the Phase II NPDES Stormwater Permit. As such, they cannot be allocated for capital improvements but rather for covering the costs associated with updating, implementing, and managing the City's Stormwater Management Program. Historically, dollars from this grant have been utilized to produce the citywide calendar, perform street sweeping activities, and perform catch basin inspections and cleaning.

**ATTACHMENTS:** [Resolution](#)  
[Water Quality Stormwater Capacity Agreement](#)



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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON, AUTHORIZING THE CITY  
MANAGER TO EXECUTE A GRANT AGREEMENT WITH THE  
WASHINGTON STATE DEPARTMENT OF ECOLOGY FOR THE  
2023-2025 MUNICIPAL STORMWATER CAPACITY GRANT.**

**WHEREAS**, the City of Fircrest was awarded a 2023-2025 Municipal Stormwater Capacity Grant from the Washington State Department of Ecology in the amount of \$130,000; and

**WHEREAS**, the grant will assist in funding the implementation and management of the City of Fircrest Stormwater Management Program as required by the City’s Phase II National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater Permit; and

**WHEREAS**, the Department of Ecology has now provided the necessary contract documents for approval.

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

**Section 1.** The City Manager is hereby authorized and directed to execute an agreement with the Washington State Department of Ecology to accept the 2023-2025 Municipal Stormwater Capacity Grant in the amount of \$130,000 for the implementation and management of the City of Fircrest Stormwater Management Program.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON**, at a regular meeting thereof this 23<sup>rd</sup> day of April 2024.

**APPROVED:**

\_\_\_\_\_  
Shannon Reynolds, Mayor

**ATTEST:**

\_\_\_\_\_  
Arlette Burkhart, Acting City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert Zeinemann, City Attorney



## Agreement No. QSWCAP-2325-FircPW-00110

### WATER QUALITY STORMWATER CAPACITY AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF FIRCREST

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Fircrest, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

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#### GENERAL INFORMATION

Project Title:	2023-2025 Biennial Stormwater Capacity Grants
Total Cost:	\$130,000.00
Total Eligible Cost:	\$130,000.00
Ecology Share:	\$130,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2023
The Expiration Date of this Agreement is no later than:	03/31/2025
Project Type:	Capacity Grant

#### Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

#### Project Long Description:

N/A

#### Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

Agreement No: WQSWCAP-2325-FirePW-00110  
Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
Recipient Name: City of Fircrest

**RECIPIENT INFORMATION**

Organization Name: City of Fircrest

Federal Tax ID: 91-6001431  
UEI Number: VUXUEBZZYJD3

Mailing Address: 115 Ramsdell Street  
Fircrest, Washington 98466

Physical Address: 120 Ramsdell Street  
Fircrest, Washington 98466

Organization Email: aburkhart@cityoffircrest.net

**Contacts**

Agreement No: WQSWCAP-2325-FirePW-00110  
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
 Recipient Name: City of Fircrest

<p><b>Project Manager</b></p>	<p>Tyler Bemis                  Public Works Director</p> <p>120 Ramsdell Street                  Fircrest, Washington 98466                  Email: tbemis@cityoffircrest.net                  Phone: (253) 564-8900</p>
<p><b>Billing Contact</b></p>	<p>Colleen Corcoran                  Finance Director</p> <p>115 Ramsdell Street                  Fircrest, Washington 98466                  Email: ccorcoran@cityoffircrest.net                  Phone: (253) 564-8901</p>
<p><b>Authorized Signatory</b></p>	<p>Dawn Masko                  City Manager</p> <p>120 Ramsdell Street                  Fircrest, Washington 98466                  Email: dmasko@cityoffircrest.net                  Phone: (253) 564-8900</p>

Agreement No: WQSWCAP-2325-FirePW-00110  
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
 Recipient Name: City of Fircrest

**ECOLOGY INFORMATION**

Mailing Address: Department of Ecology  
 Water Quality  
 PO BOX 47600  
 Olympia, WA 98504-7600

Physical Address: Water Quality  
 300 Desmond Drive SE  
 Lacey, WA 98503

**Contacts**

<p><b>Project Manager</b></p>	<p>Kyle Graunke</p> <p>PO Box 47600                  Olympia, Washington 98504-7600                  Email: kygr461@ecy.wa.gov                  Phone: (360) 628-3890</p>
<p><b>Financial Manager</b></p>	<p>Kyle Graunke</p> <p>PO Box 47600                  Olympia, Washington 98504-7600                  Email: kygr461@ecy.wa.gov                  Phone: (360) 628-3890</p>

Agreement No: WQSWCAP-2325-FirePW-00110  
Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
Recipient Name: City of Fircrest

**AUTHORIZING SIGNATURES**

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State  
Department of Ecology

City of Fircrest

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

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

Vincent McGowan, P.E. Date  
Water Quality  
Program Manager

Dawn Masko Date  
City Manager

Template Approved to Form by  
Attorney General's Office

Agreement No: WQSWCAP-2325-FirePW-00110  
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
 Recipient Name: City of Fircrest

**SCOPE OF WORK**

Task Number: 1 **Task Cost: \$2,000.00**

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY’s grant and loan administrative requirements.

Task Expected Outcome:

- \* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Closeout Report.
- \* Properly maintained project documentation.

Recipient Task Coordinator: Vicky Walston

**Project Administration/Management**

**Deliverables**

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	01/30/2024
1.2	Recipient Closeout Report (EAGL Form).	03/31/2024

Agreement No: WQSWCAP-2325-FirePW-00110  
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
 Recipient Name: City of Fircrest

## SCOPE OF WORK

Task Number: 2 **Task Cost:** \$128,000.00

Task Title: Permit Implementation

### Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the Municipal Stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will use funds to attain compliance where applicable. The following is a list of elements projects may include:

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
  - a) Mapping of municipal separate storm sewer systems (MS4s).
  - b) Staff training.
  - c) Activities to identify and remove illicit stormwater discharges.
  - d) Field screening procedures.
  - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
  - a) Development of an ordinance and associated technical manual or update of applicable codes.
  - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
  - c) Training for plan review or inspection staff.
  - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
  - a) Inspecting and/or maintaining the MS4 infrastructure.
  - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (Total Maximum Daily Load (TMDL)). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that ECOLOGY approves prior to awarding funding for monitoring. Monitoring must directly meet a Phase I or II permit requirement.
- 9) Structural stormwater controls program activities (Phase I permit requirement).
- 10) Source control for existing development (Phase I permit requirement), including:
  - a) Inventory and inspection program.
  - b) Technical assistance and enforcement.
  - c) Staff training.
- 11) Equipment purchases that result directly in improved permit compliance. Equipment purchases must be specific to implementing a permit requirement (such as a vactor truck) rather than general use (such as a pick-up truck). Equipment purchases over \$5,000.00 must be pre-approved by ECOLOGY.



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Documentation of all tasks completed is required. Documentation may include field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance.

Ineligible expenses include capital construction projects, incentives or give-a-ways, grant application preparation, Technology Assessment Protocol - Ecology (TAPE) review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

Recipient Task Coordinator: Vicky Walston

**Permit Implementation**

**Deliverables**

Number	Description	Due Date
2.1	Documentation of tasks completed	

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**BUDGET**

**Funding Distribution EG240261**

**NOTE:** *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: 2023-25 Stormwater Capacity Grant                      Funding Type: Grant  
 Funding Effective Date: 07/01/2023                                      Funding Expiration Date: 03/31/2025

Funding Source:

Title: Model Toxics Control Stormwater Account (MTCSA)  
 Fund: FD  
 Type: State  
 Funding Source %: 100%  
 Description: MTCSA

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%  
 Recipient Match %: 0%  
 InKind Interlocal Allowed: No  
 InKind Other Allowed: No  
 Is this Funding Distribution used to match a federal grant? No

<b>2023-25 Stormwater Capacity Grant</b>	<b>Task Total</b>
Grant and Loan Administration	\$ 2,000.00
Permit Implementation	\$ 128,000.00

**Total: \$ 130,000.00**

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**Funding Distribution Summary**

**Recipient / Ecology Share**

<b>Funding Distribution Name</b>	<b>Recipient Match %</b>	<b>Recipient Share</b>	<b>Ecology Share</b>	<b>Total</b>
2023-25 Stormwater Capacity Grant	0.00 %	\$ 0.00	\$ 130,000.00	\$ 130,000.00
<b>Total</b>		<b>\$ 0.00</b>	<b>\$ 130,000.00</b>	<b>\$ 130,000.00</b>

**AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

**SPECIAL TERMS AND CONDITIONS**

**GENERAL FEDERAL CONDITIONS**

**If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.**

**A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY**

**EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered

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transaction complies with certification of suspension and debarment requirements.

7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

## B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

### REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in [www.sam.gov](http://www.sam.gov) <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov) <http://www.usaspending.gov>.

For more details on FFATA requirements, see [www.fsr.gov](http://www.fsr.gov) <http://www.fsr.gov>.

## C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE

### SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in

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the [System for Award Management \(SAM\) <https://sam.gov/SAM/>](https://sam.gov/SAM/) exclusion list.

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**GENERAL TERMS AND CONDITIONS**

**Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology**

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT’s activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to “covered technology.” This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology’s public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT’s project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
    - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
- \* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

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- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
  - Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
  - Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

## 5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

## 6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

## 7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

#### 8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### 9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

#### 10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

#### 11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.



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The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

## 12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

## 13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

## 14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

## 15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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#### 16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

#### 17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

#### 18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

#### 19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

#### 20. PROGRESS REPORTING

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- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

## 21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
  1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
  2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

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## 22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
  - b) Be kept in a common file to facilitate audits and inspections.
  - c) Clearly indicate total receipts and expenditures related to this Agreement.
  - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

## 23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement. RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

## 24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

## 25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

## 26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

Agreement No: WQSWCAP-2325-FirePW-00110  
Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
Recipient Name: City of Fircrest

## 27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,  
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

## 28. TERMINATION

### a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Failure to Commence Work.** ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

**Non-Performance.** The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

### b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Non-Allocation of Funds.** ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

Agreement No: WQSWCAP-2325-FirePW-00110  
Project Title: 2023-2025 Biennial Stormwater Capacity Grants  
Recipient Name: City of Fircrest

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

## FIRCREST CITY COUNCIL AGENDA SUMMARY

**AGENDA ITEM:** Wellhouse #7 Repair Project Construction Bid Award

**ITEM:** 13D

**DATE:** April 23, 2024

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

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**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_\_, authorizing the City Manager to execute a Public Works Contract with Garages, Etc. for the Wellhouse #7 Repair Project.

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**PROPOSAL:** The Council is being asked to authorize the City Manager to execute a Public Works Contract with Garages, Etc., Inc. for the Wellhouse #7 Repair Project in the amount of \$102,348.96, including sales tax. This project will address repair needs due to a vehicle versus structure collision.

The construction project is scheduled for completion by October 31, 2024. Regular oversight and communication will be maintained with the contractor to ensure the successful execution of the project with minimal disruptions to the City's water production.

**FISCAL IMPACT:** Garages, Etc., Inc. was the only responsive bidder for this project, with a bid of \$102,348.96. The City's insurer, CIAW, will reimburse the City for the cost of the repairs.

**ADVANTAGE:** Utilization of a local contractor.

**DISADVANTAGES:** None.

**ALTERNATIVES:** None.

**HISTORY:** Wellhouse #7 was damaged on August 22, 2023, during an incident involving a suspected drunk driver. Public Works has been working to address the damage since then.

Upon receiving notification of the incident, Public Works staff responded to inspect and secure the site, ensuring the safety and integrity of the area. Subsequently, an initial inspection of the structure was carried out by the City's contracted building inspector, Code Pros. This inspection culminated in a report which was received on September 19, 2023.

Based on the report's findings, the next step was to engage the services of KPG Psomas to conduct an official structural assessment. The structural assessment, conducted by KPG Psomas and their sub-consultant Bright Engineering, provided recommendations for repairing the structure in place, eliminating the need to demolish the entire building. The assessment report was received on December 1, 2023.

To proceed with the necessary repairs, the City utilized the MRSC Small Works Roster to select five local contractors for the "invitation to bid" process on March 15, 2024. This step demonstrates the City's commitment to engaging qualified local contractors for the project and ensuring efficient and effective restoration of Wellhouse #7 while adhering to regulations and promoting fair competition within the community. Public Works staff would like to proceed with Garages, Etc., who was the only responsive bidder, to perform the necessary repairs on Wellhouse #7.

**ATTACHMENTS:** [Resolution](#)  
[Public Works Contract](#)  
[Exhibit A - Site Visit Report](#)  
[Invitation to Bid](#)



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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON, AUTHORIZING THE CITY  
MANAGER TO EXECUTE A PUBLIC WORKS CONTRACT WITH  
GARAGES, ETC., INC. FOR THE WELLHOUSE #7 REPAIR  
PROJECT.**

**WHEREAS**, the City’s Wellhouse #7 on Claremont Street was severely impacted by a vehicle versus structure collision on August 22, 2023; and

**WHEREAS**, the structure was inspected by the City’s contracted Building Inspector and then underwent an official structural assessment which determined that repairs could be done in place without having to rebuild the entire structure; and

**WHEREAS**, the City utilized the MRSC Small Works Roster to send out invitations to bid to five local contractors and Garages, Etc., Inc. was the only responsive bidder; and

**WHEREAS**, the City desires to contract with Garages, Etc., Inc. for the Wellhouse #7 repairs.

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

**Section 1.** The City Manager is hereby authorized and directed to execute a Public Works Contract with Garages, Etc., Inc. for the Wellhouse #7 Repair Project in the amount of \$102,348.96, including sales tax, and to give notice to proceed to commence construction of the project.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON**, at a regular meeting thereof this 23<sup>rd</sup> day of April 2024.

**APPROVED:**

\_\_\_\_\_  
Shannon Reynolds, Mayor

**ATTEST:**

\_\_\_\_\_  
Arlette Burkhardt, Acting City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert Zeinemann, City Attorney

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## CITY OF FIRCREST PUBLIC WORKS CONTRACT

THIS CONTRACT, hereinafter referred to as the "Contract," is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **City of Fircrest**, a political subdivision of the State of Washington and hereinafter referred to as the "City," and **Garages Etc., Inc.**, hereinafter referred to as the "Contractor," collectively "Parties."

In consideration of the terms and conditions contained herein, and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

- 1. PROJECT.** The Contractor shall do all work and furnish all tools, materials, and equipment for the **Wellhouse #7 Repair Project** ("Project") in accordance with and as described in the attached plans and specifications in **Exhibit A** and the 2022 edition of the WSDOT Standard Specifications for road, Bridge, and Municipal Construction (except where noted otherwise) which are by this reference incorporated herein and made a part hereof and shall perform any alterations in or additions to the work provided under this Contract and every part thereof.

The Contractor shall provide and bear the expense of all equipment, work, materials, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof, except such as are mentioned in the specifications to be furnished by the City.

The City hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained; and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

- 2. TIME OF COMPLETION/RENEWAL.** The Parties agree that time is of the essence. The Contractor agrees that the Work described in this Contract shall be completed by **October 31, 2024**.

If the Work specified herein is not completed within the time specified, the Contractor agrees to pay the City, as liquidated damages, Five Hundred dollars (\$500) per day.

This Contract will not automatically renew. If a Party wishes to extend the time of completion, the Party must notify the other Party in writing at least 30 calendar days prior to the expiration of this Contract. All extensions must be mutually agreed to in writing.

- 3. PAYMENT.** Upon receipt of an invoice from the Contractor, the City may make monthly progress payments for work completed. Each invoice shall itemize by site and date the work performed and include the "Affidavit of Wages Paid" that was filed with the State of Washington Department of Labor and Industries. The total cost for the Wellhouse #7 Repair Project shall not exceed \$102,348.96, including tax.
- 4. ASSIGNMENT.** The Contractor shall not sublet or assign any of the work covered by this Contract without the express written consent of the City.

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5. **PERFORMANCE.** The Contractor for itself, and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein upon the part of the Contractor. The City reserves the right to withhold a part or all the monthly payments if, in the judgment of the City, the Contractor has not performed or has unsatisfactorily performed any of the work set forth in this Contract, provided that the City shall promptly notify the Contractor in writing of the specific items of non-performance or unsatisfactory performance. Any such payments withheld shall reasonably relate to the estimated value of the work not performed.

6. **PREVAILING WAGES.** The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the work of this Contract will be paid not less than the prevailing rate of wage for an hour's work in accordance with the provisions of the Revised Code of Washington, Chapter 39.12, and all rules and regulations promulgated pursuant thereto. Prior to making any payment under this Contract, the Contractor must submit to the City an approved copy of the "Statement of Intent to Pay Prevailing Wages" from the Department of Labor and Industries. It is the Contractor's responsibility to obtain and file the Statement and pay all filing fees.

Current prevailing wage rates may be obtained from the Washington State Department of Labor and Industries website: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project located in Pierce County is **March 29, 2024**.

Notice from the Contractor and all subcontractors of intent to pay prevailing wages and prevailing wage rates for the Project *must be posted* for the benefit of the workers. Each invoice must include a signed statement that prevailing wages have been paid by the Contractor and all subcontractors. Following the final acceptance of services rendered, the Contractor must submit a "Minimum Wage Affidavit" for themselves and any subcontractors. Final payment on the Contract will be withheld until the City receives certification from the Department of Labor and Industries that prevailing wage requirements have been satisfied.

In case any dispute arises as to what the prevailing rates of wages for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the Director of the Washington State Department of Labor and Industries for arbitration, and the Director's decision therein shall be final and conclusive and binding on all parties involved in the dispute.

7. **STATUS OF CONTRACTOR.** Neither the Contractor nor personnel employed by the Contractor shall acquire any rights or status in City employment, nor shall they be deemed employees or agents of the City for any purpose. The Contractor is required to employ a qualified supervisor who is acceptable to the City. The Contractor shall be deemed an independent contractor and responsible in full for payment of its employees, including prevailing wages, worker's compensation, insurance, payroll deductions, and all related costs.

8. **CONTRACTOR'S REPRESENTATIONS**

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

9. **COMPLIANCE WITH LAWS.** The Contractor agrees that all persons employed in it and by any of its subcontractors in work done pursuant to this Contract shall be in accordance with all Federal, State, and local laws. Per Fircrest Municipal Code 5.04.020, the Contractor must possess a City of Fircrest business license prior to performing any work pursuant to this Contract.

10. **DEBARMENT.** The Contractor must certify that it and its subcontractors have not been and are not currently on the Federal or Washington State Debarment List. If the Contractor or its subcontractors become listed on the Federal or State Debarment List, the City must be notified immediately.

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**11. INDEMNIFICATION AND HOLD HARMLESS.** To the fullest extent allowed by law, the Contractor must defend, indemnify, and hold the City, its employees, officials, directors, officers, agents, and volunteers harmless from and against any and all claims, injuries, damages, liabilities, liens, losses or lawsuits, including all legal costs and attorney fees, for any or all injuries to persons or damage to property arising out of or resulting from the acts, errors, or omissions of the Contractor, its officers, employees, agents or subcontractors, in connection with Contractor's performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

The City's inspection or acceptance of any of the Contractor's work when completed is not grounds to avoid any of these covenants of indemnification.

The Contractor and City agree that for any concurrent negligence between the Contractor and City, as determined by a court of competent jurisdiction, the Contractor is only liable to the extent of the Contractor's negligence. If a court of competent jurisdiction determines that the Contractor's work is covered under RCW 4.24.115, the Contractor's obligation to defend, indemnify, and hold harmless is only to the extent of the Contractor's negligence.

The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, waives any immunity under the state industrial insurance law, Title 51 RCW. The Contractor recognizes that this waiver was the subject of mutual negotiation.

This indemnification and provisions of this section shall survive the expiration or termination of this Contract.

**12. INSURANCE.** The Contractor will obtain and maintain, for the duration of this Contract, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. The Contractor's maintenance of insurance as required by this Contract shall not be construed to limit the Contractor's liability to the coverage provided by such insurance or otherwise limit the City's recourse to any remedy available at law or in equity. The Contractor shall maintain at least the following minimum insurance coverage covering all activity under this Contract, and as to which the City shall be named as primary non-contributory additional insured on the liability insurance:

- |  |                                   |
|--|-----------------------------------|
| a. Workers' Compensation Coverage  | Statutory                         |
| b. Commercial General Liability  | \$1,000,000/\$2,000,000 aggregate |
| c. Comprehensive Automobile Liability  | \$1,000,000 per accident          |
| d. \$100,000 Employee Fidelity coverage that extends to the City and City employee property. |                                   |

Per Fircrest Municipal Code 9.90.140, a Certificate of Insurance showing the foregoing will be submitted to the City for approval 14 days before work commences.

The Contractor must include all subcontractors as insured under its policies or furnish separate certifications and endorsements for each subcontractor. All coverage for subcontractors is subject to the same insurance requirements as the Contractor.

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

**13. EXTRA WORK AND CHANGE ORDERS.** Work in addition to, or different from, that provided for in the Scope of Work shall only be allowed by prior authorization in writing and signed by the City Manager as a modification to this Contract. Such change order or modification shall be attached hereto and made a part hereof.

- 
14. **NON-DISCRIMINATION.** The Contractor shall not discriminate against any person, customer, employee, applicant for employment, subcontractor, supplier, materialman, firm, partnership, or organization because of race, religion, creed, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, or the presence of any sensory, mental, or physical disability, except for a bona fide occupational qualification. Any person, firm, partnership, or organization contracting with, or doing business with, the City shall be in conformity with the City's policy on non-discrimination. The Contractor understands that if it violates this provision, this Contract may be terminated by the City and that the Contractor may be barred from performing any service for the City now or in the future.
  15. **COMPLIANCE WITH CITY POLICY.** The Contractor shall comply with approved City policies concerning the administration of City-owned property, and the provisions of the policy shall have the same force and effect as the provisions of this Contract to the extent not inconsistent herewith.
  16. **TAXES.** The Contractor shall comply with federal, state, and local tax laws, Social Security Acts, Unemployment Compensation Acts, and Workers Compensation Acts in so far as they apply to the performance of this Contract.
  17. **SAFETY REQUIREMENT.** All work performed under the terms of this Contract shall be performed in such a manner as to provide maximum safety to the public and employees of the City.
  18. **HAZARDOUS CONDITIONS.** The Contractor shall maintain all work sites free of hazards to persons and/or property resulting from its operation.
  19. **NON-WAIVER.** A waiver by the City of any provision of this Contract or any time limitation provided for in this Contract shall not constitute a waiver of any other provisions.
  20. **TERMINATION.** If the Contractor violates any of the covenants undertaken herein or any of the duties imposed upon it by this Contract, the City may immediately terminate this Contract with cause. Alternatively, either Party may terminate this Contract without cause upon thirty (30) days' written notice served to the other Party by certified mail. The Contractor shall be compensated for all work performed to the date of termination.
  21. **VENUE STIPULATION.** This Contract shall be considered to have 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 Contract or any of the provisions contained therein shall be instituted and maintained only in Pierce County Superior Court, Tacoma, Washington.
  22. **RECORDS.** The Contractor acknowledges that all records created or used by the Contractor in the performance of this Contract may be subject to the Public Records Act, RCW 42.46; therefore, the Contractor should not destroy any record without first notifying the City's Records Officer (City Clerk). "Record" includes but is not limited to all written and electronic documents, photographs, drawings, and maps.
  23. **SEVERABILITY.** Each provision of this Contract 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 Contract, which remains in full force and effect.
  24. **INTEGRATED AGREEMENT.** This Contract, together with attachments or addenda, represents the entire and integrated Contract between the parties. This Contract may be amended only by written instrument signed by both the City and the Contractor.

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**IN WITNESS WHEREOF**, the parties hereto have accepted and executed this Contract, as of the Effective Date stated above, which shall be the Effective Date for bonding purposes as applicable. The undersigned Contractor representative, by signature below, represents and warrants they are duly authorized to execute this legally binding Agreement for and on behalf of the Contractor and further represents and warrants that the Contractor is not suspended, debarred, or otherwise disqualified under federal, state, or local law from participating in this Contract.

**CITY OF FIRCREST**

**GARAGES ETC., INC.**

By: \_\_\_\_\_  
Dawn Masko, City Manager

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

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

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

**ATTEST:**

By: \_\_\_\_\_  
Robert Zeinemann, City Attorney

By: \_\_\_\_\_  
Arlette Burkhart, Acting City Clerk

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# Exhibit A

## SITE VISIT REPORT

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**Project Name:** Fircrest Well House No. 7 Accident Repair  
**Date Prepared:** November 30, 2023  
**Prepared for:** The City of Fircrest and Terry Wright, KPG Psomas  
**Prepared By:** Ade Bright, PE, SE

**Project No:** 138.87



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On October 17, 2023, I visited the site at the request of the City of Fircrest to review and evaluate the structural integrity of Well No. 7, located at the intersection of Claremont Street and 63<sup>rd</sup> Avenue West (Photos 1 to 3). I was accompanied by Tyler Bemis (Public Works Director), Russ Parsons and Tim Piercy (City of Fircrest) and Randall DeJarlais (KPG | Psomas).

The L-shaped building is one story and measures approximately 19'-0" by 26'-8" as indicated on SK-01. The structure comprises of slab on grade, 8" CMU wall with insulated siding, newer gable roof trusses over existing 2x wood joist flat roof, and asphalt shingle roofing (Photos 4 to 8).

It is our understanding that the building was damaged by a motor vehicle collision on August 22, 2023. See Inspection Report prepared by CodePros, LLC (Appendix A).

### Observations:

1. The lower northwest corner of the building appears to be the area of impact, damaging the siding (Photos 9 and 10). Other damage include:
  - a. Displacement - Up to 3 inches displacement of the west half of the building at the exterior north wall (Photos 10 and 11), about 2½ inches at the two east-west interior cross walls (Photos 12 to 14), and 2 inches at the exterior south wall (Photos 15 and 16). The bottom portion of the west corner of the Control Room east-west wall bulges out about ¾ inches southward (Photos 17 to 19).
  - b. Cracks - In the Chlorine Pump Storage Room, there are horizontal and stair-step cracks along mortar joints in the bearing wall (Photos 20 to 22).
  - c. Splits - In the Control Room, the west ends of several 2x10 roof joists are split at the toe-nailed bottom and appear to have been displaced about 2½ inches to the south (Photo 23).



- d. Door Impingement & Cracks - On the west wall of the Flow Meter Room, there are horizontal cracks along the mortar joint of the entry header beam (Photo 24). The door impinges the door frame by about  $\frac{1}{4}$  inches and prevents the door from closing. This may be attributed to the displacements of the abutting walls (Photos 25 and 26).
- e. No damage was observed on the north and east walls of the Flow Meter Room (Photos 27 and 28).
- f. In the Old Transformer Room:
  - On the north end of the west wall, there are cracks in the mortar joints and vertical cracks through the CMU blocks (Photos 29 and 30).
  - The bottom portion of the north corner of the west wall bulges out about  $\frac{3}{4}$  inches westward (Photo 30).
  - On the north end of the east wall, there are vertical cracks on the wall and joint separation along the lower section of the wall (Photos 31 to 33).
  - The west ends of several 2x10 roof joists are split at the toe-nailed bottom and appear to have been displaced about  $2\frac{1}{2}$  inches to the south (Photos 34 to 37).

#### Conclusion and Recommendations:

There are no record drawings of the building available for our use. Therefore, our evaluations are based on visual observations and do not include capacity assessment of any of the structural elements.

Based on our field observations and evaluation of the building, it is our opinion that the west half has been displaced  $2\frac{1}{2}$  to 3 inches south. The building requires repairs to restore and maintain its structural integrity. The repair, as indicated on SK-01, would consist of:

1. Temporarily shore roof framing, trusses and 2x as indicated; and remove CMU walls.
2. Jack up and brace shoring to construct reinforced CMU walls, anchorage to the floor, and CMU header beams.
3. Install 2x top plates and connections on top of the walls.
4. Repair cracks.
5. Release jack, sister all split 2x, and connect to 2x top plate as indicated on the figures.
6. Replace doors and painted siding as required to match existing.

**PHOTOS**



Imagery ©2023 Google, Imagery ©2023 Airbus, CNES / Airbus, Maxar Technologies, U.S. Geological Survey, Map data ©2023 50 ft

**Photo 1 – Site Plan**



**Photo 2 – North Face of Building**

**PHOTOS**



**Photo 3 – South Face of Building**



**Photo 4 – Roof Trusses (Looking Southeast)**

**PHOTOS**



**Photo 5 – Roof Trusses (Looking North)**



**Photo 6 – Roof Trusses (Looking North)**

**PHOTOS**



**Photo 7 – Roof Trusses (Looking East)**



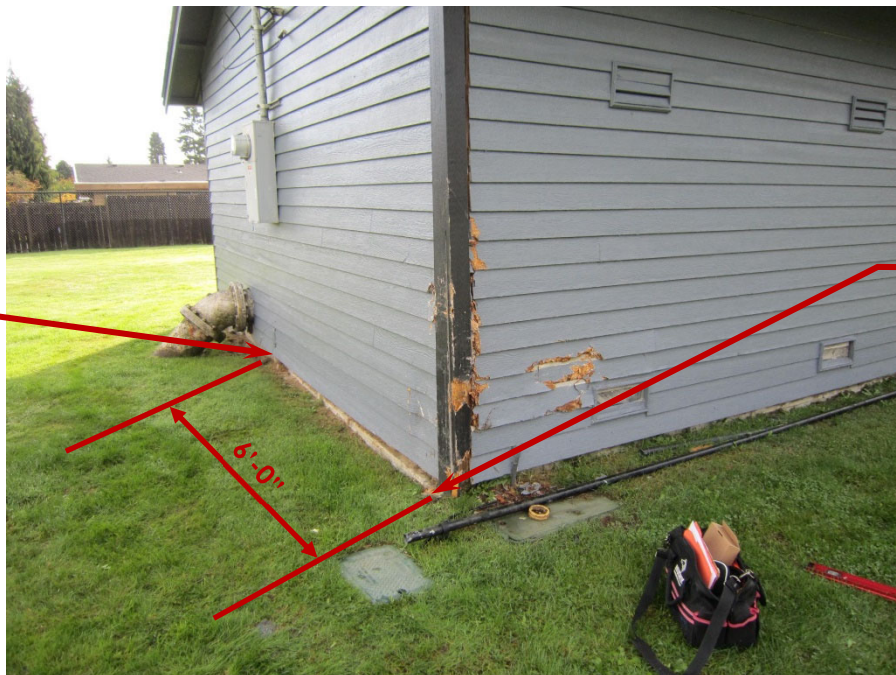
**Photo 8 – Truss End Connection (Looking East)**

**PHOTOS**



**Area of Impact**

**Photo 9 – North Face**



**0-Inch  
Displacement**

**3-Inch  
Displacement**

**6'-0"**

**Photo 10 – Looking Southeast**

**PHOTOS**



**Photo 11 – Northwest Building Corner Base**



**Photo 12 – Control Room (Looking West)**



**PHOTOS**



**Photo 13 – Control Room Base of Southwest Corner Wall**



**Photo 14 – Control Room Base of Southwest Corner Wall**



**PHOTOS**



**Photo 15 – Building South Entry**



**Photo 16 – South Entry Interior Face**

PHOTOS

West Wall

Wall Displaced  
About 2½"  
To the South



Bulge

Photo 17 – Base of Control Room North Wall (Northwest Corner)



West  
Wall

North  
Wall

Photo 18 – Northwest Wall Base in Control Room

**PHOTOS**

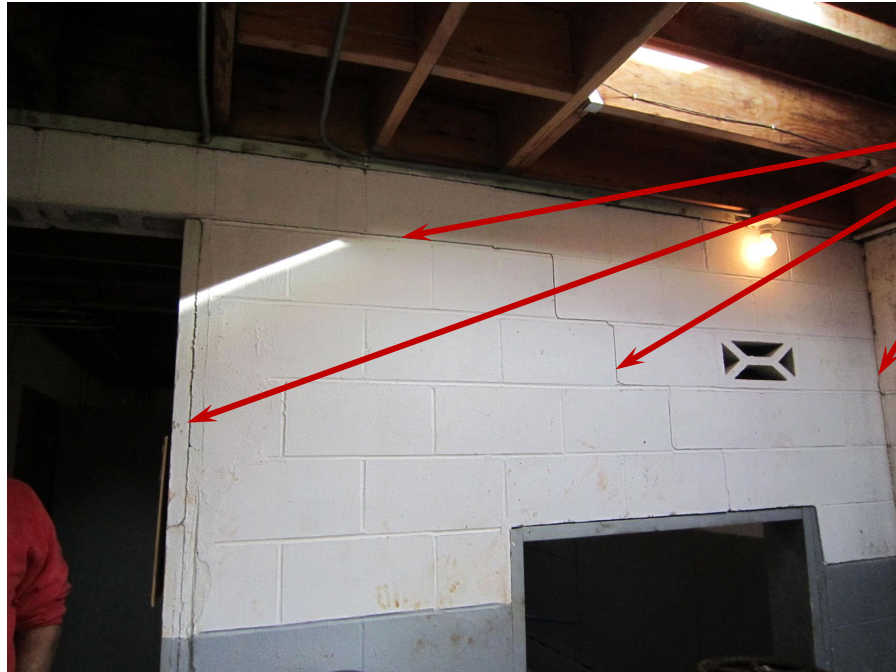


**Photo 19 – Control Room North Wall (Northwest Corner)**



**Photo 20 – Chlorine Pump Storage Room North Wall (Looking Northwest)**

**PHOTOS**



Cracks

**Photo 21 – Chlorine Pump Storage Room North Wall (Looking North)**



**Photo 22 – Flow Meter Room South Wall (Looking South)**

**PHOTOS**



**Photo 23 – Ceiling of Control Room (Looking West)**



**Photo 24 – Wall Between Old Transformer and Flow Meter Rooms (Looking Northwest)**

**PHOTOS**



**Photo 25 – Control Room North Wall (Looking Northwest)**



**Photo 26 – Southwest Corner of Old Transformer Room**

**PHOTOS**

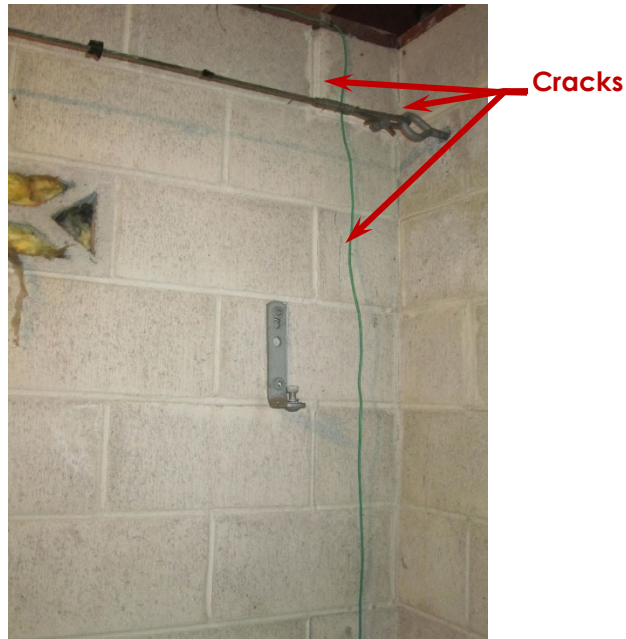


**Photo 27 – Flow Meter Room (Looking North)**



**Photo 28 – Flow Meter Room (Looking Northeast)**

**PHOTOS**



**Photo 29 – Old Transformer Room Northwest Corner, Top**



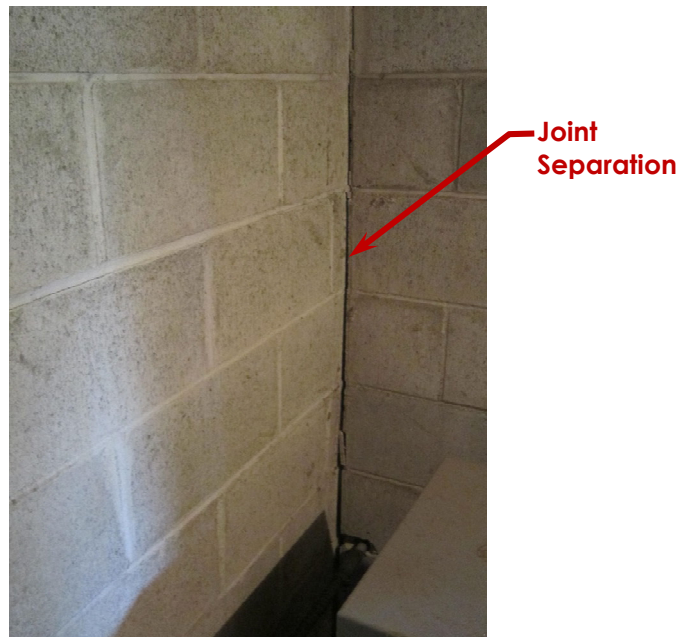
**Photo 30 – Old Transformer Room Northwest Corner, Bottom**



**PHOTOS**

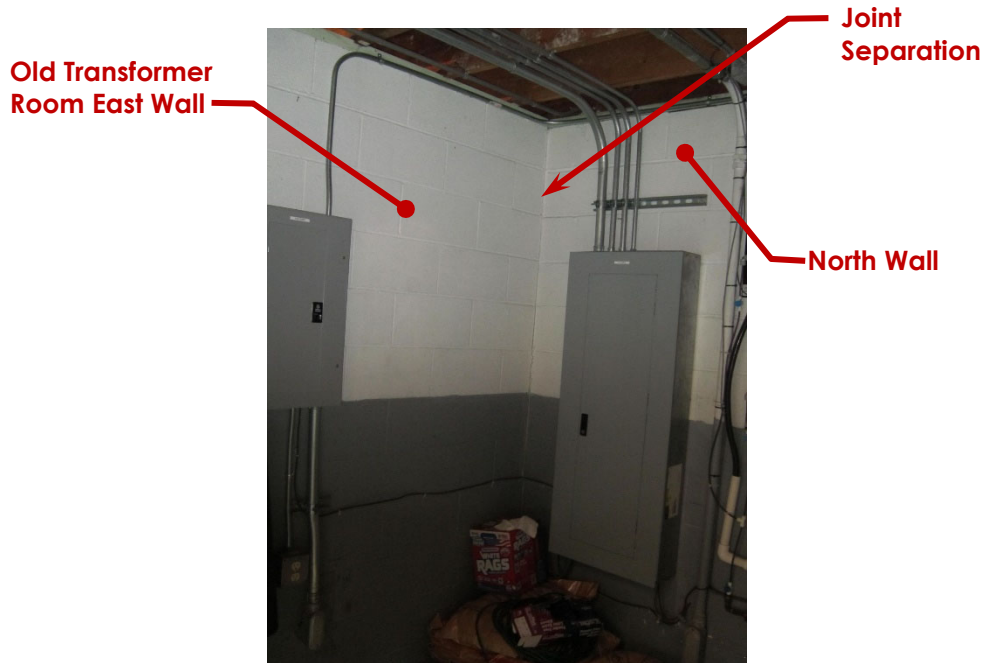


**Photo 31 – Old Transformer Room Northeast Corner, Top**



**Photo 32 – Old Transformer Room Northeast Corner, Bottom**

**PHOTOS**



**Photo 33 – Flow Meter Room (Looking Northwest)**



**Photo 34 – Old Transformer Room (Looking West)**

PHOTOS

2x10,  
Typical

See Photo 36

Split,  
Typical



Photo 35 – Old Transformer Room (Looking West)

Split from  
Nail



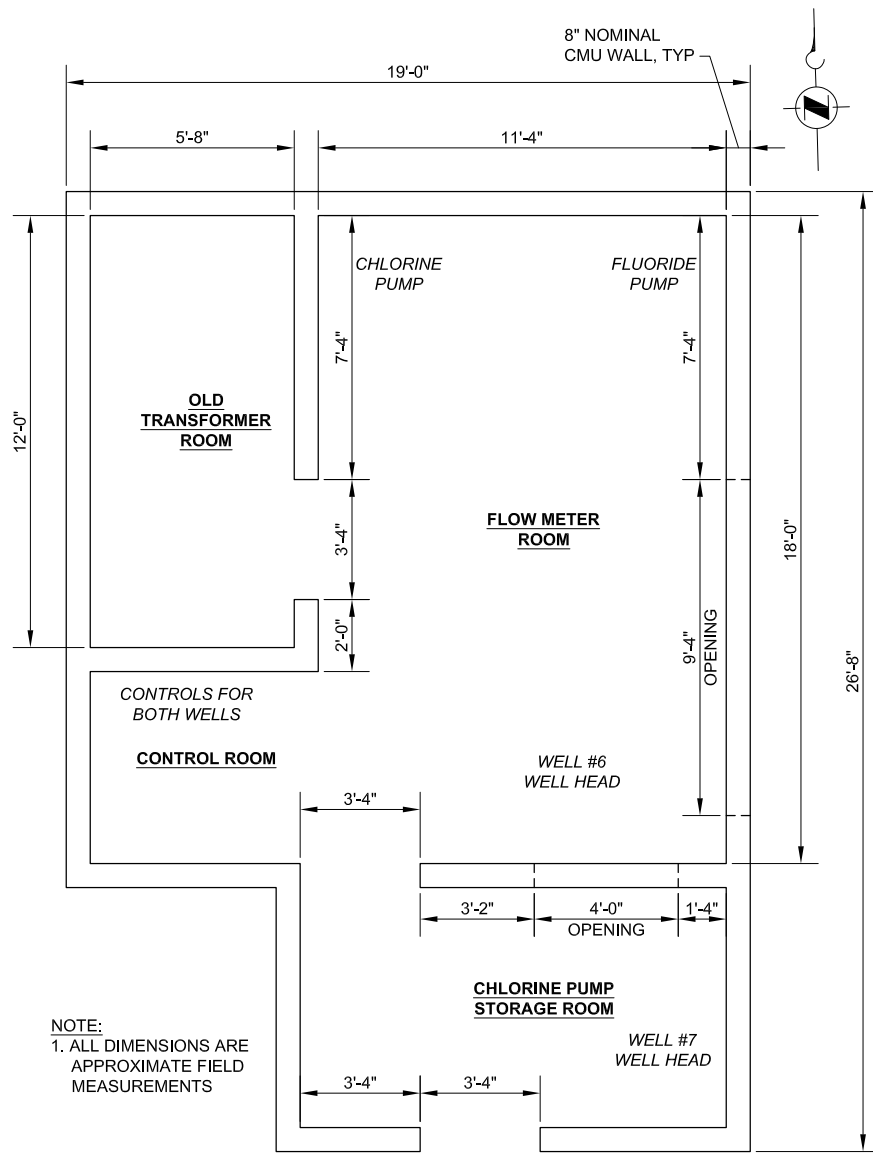
Photo 36 – Old Transformer Room Enlargement (Looking West)

**PHOTOS**



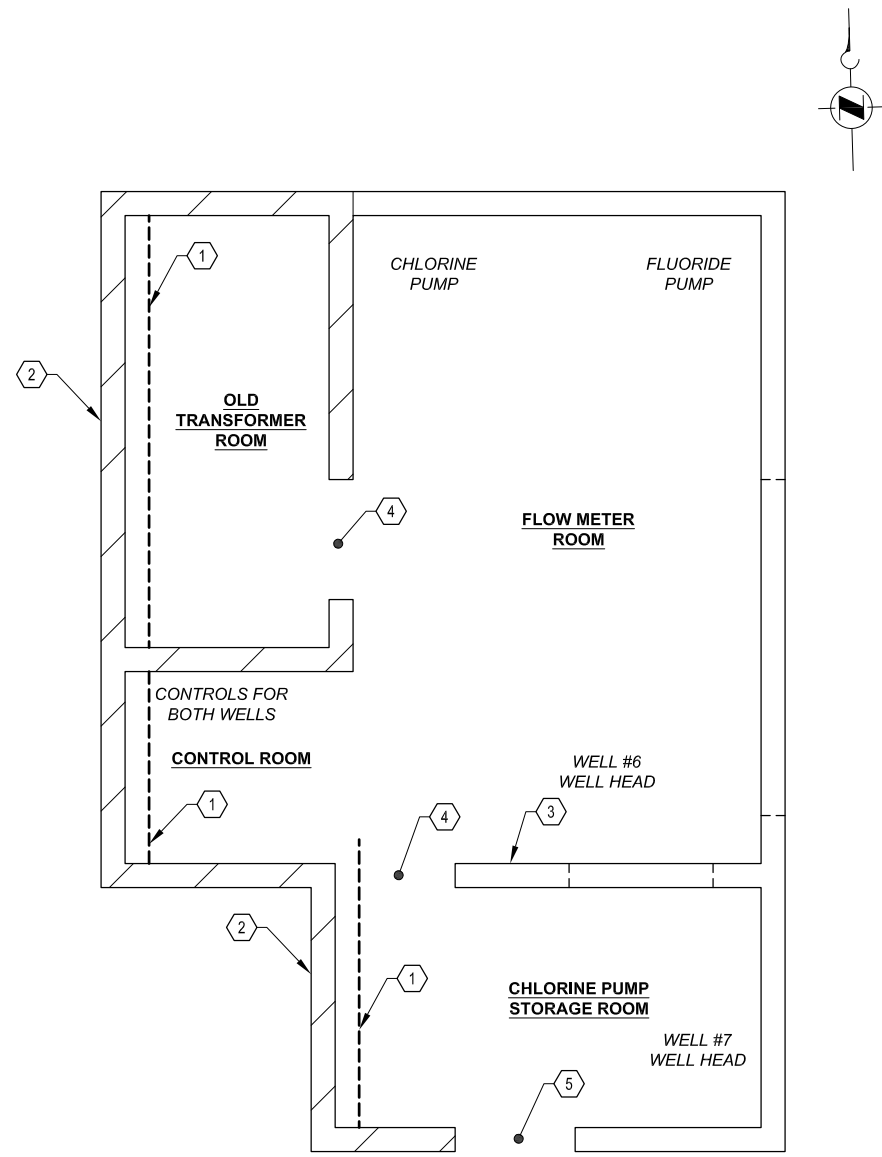
**Photo 37 – Old Transformer Room (Looking Northeast)**

REVISED: November 1, 2023  
 PRINTED: November 1, 2023  
 FILE LOCATION: T:\138 Series - PSOMAS (formerly KPG)\138.87 Fircrest Cleremont St. Well House #7 Drawings\Structural\SK-01.dwg



**FLOOR PLAN**  
 SCALE: 3/8" = 1'-0"

NOTE:  
 1. ALL DIMENSIONS ARE APPROXIMATE FIELD MEASUREMENTS

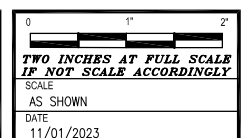


**DEMOLITION & REPAIR PLAN**  
 SCALE: 3/8" = 1'-0"

**GENERAL NOTES**

- ① TEMPORARY ROOF TRUSS/JOIST SHORING
- ② CMU WALLS TO BE DEMOLISHED AND REPLACED
- ③ TUCK AND REPOINT CRACKED MORTAR JOINTS
- ④ REPLACE DOOR AND CMU HEADER BEAM
- ⑤ REPLACE OR ADJUST AND REUSE DOOR. REPLACE HEADER BEAM

NO.	REVISIONS	DATE	BY	DESIGNED
				A. BRIGHT
				DRAWN
				S. LOR
				CHECKED
				I. IKEDA
				APPROVED



**6 BRIGHT ENGINEERING, INC**  
 Consulting Structural & Civil Engineering  
 1809 7th Avenue, Suite 1100 Seattle WA 98101  
 206-625-3777 Fax 206-625-1851

JOB NUMBER: 138.87  
 FILE NAME: SK-01.dwg

CITY OF FIRCREST  
 CLAREMONT STREET WELL HOUSE #7  
 FLOOR PLAN AND DEMOLITION & REPAIR PLAN

SHEET NO.  
 SK-01  
 1  
 1251

# APPENDIX A

Inspection Report prepared by CodePros, LLC

# CODE PROs Pg. 1

JURISDICTION: Firecrest.

INSPECTION REPORT PERMIT # Well House Emergency damage

ADDRESS: Intersection of Claremont St #

INSP. TYPE: Paradise Parkway

COMMENTS: At approx 1145 Am I arrived at the PW Well House at the intersection of Claremont St. # Sunrise Ln. in Firecrest. A drunk driver drove into the PW well house causing damage to the CMU exterior wall & the exterior furred wall & siding. The CMUs at the interior are loose at several mortar joints. Several of the old flat roof joists are split at the nail connection at the outer wall. There are multiple interior

AP (Approved)  DA (Disapproved) DATE: 8-22-23

AE (Approved with correction) ISSUED BY: J. Spears

If Disapproved, Corrections Are Required And You Are Hereby Notified That No Work Shall Be Covered Until The Above Violations Are Corrected

After Corrections Have Been Made,

Contact Jurisdiction to Schedule Reinspection

RETAIN THIS TAG ON-SITE FOR RE-INSPECTION

(\* Paradise Parkway)

# CODE PROs Pg. 2

JURISDICTION: Firecrest

INSPECTION REPORT PERMIT # Emergency

ADDRESS: Intersection. Claremont St

INSP. TYPE: Paradise Parkway

COMMENTS: CMU damaged at non-bearing walls.

There are trusses that have been installed over the old flat roof which seem to be OK & not compromised.

The SW wall corner was impacted & sustained most of the damage. The building seems safe enough for temporary & occasional maintenance. An engineer (Structural) should assess the damages & how

AP (Approved)  DA (Disapproved) DATE: 8-22-23

AE (Approved with correction) ISSUED BY: J. Spears

If Disapproved, Corrections Are Required And You Are Hereby Notified That No Work Shall Be Covered Until The Above Violations Are Corrected

After Corrections Have Been Made,

Contact Jurisdiction to Schedule Reinspection

RETAIN THIS TAG ON-SITE FOR RE-INSPECTION

to repair.



## Public Works Department

120 Ramsdell St · (253) 564-8900 · [PublicWorks@cityoffircrest.net](mailto:PublicWorks@cityoffircrest.net)

---

### INVITATION TO BID – SMALL PUBLIC WORKS PROJECT

**Project Name:** Fircrest Well House No.7 Repair

**Date of Issuance:** 3/13/2024

**Bids are due no later than:** 1:00pm PST Friday, March 29, 2024

\*This is not a sealed bid opening, per MRSC requirements. Bids will be accepted via email, in person, or by mail.

**Submittal Location:** 115 Ramsdell St Fircrest, WA 98466 / [publicworks@cityoffircrest.net](mailto:publicworks@cityoffircrest.net)

Technical questions or site visit shall be coordinated through: Jeff Davis, (253) 238-4137 or email [jdavis@cityoffircrest.net](mailto:jdavis@cityoffircrest.net)

#### Scope of Work

##### **Project Description:**

The City of Fircrest is requesting bid proposals to repair the City's Well House #7, located at the intersection of Claremont Street and 63<sup>rd</sup> Avenue West, to restore and maintain its structural integrity that was damaged by a motor vehicle collision on August 22, 2023. As part of this ITB, the City is requesting 2 separate bids to 1. Restore building as is with concrete block and 2. Remove concrete blocks and rebuild with wood stick-built framing. See Attachment A "SITE VISIT REPORT", The Contractor shall furnish all additional materials and equipment required for the project. Work shall include all labor, equipment, tools and all incidentals necessary to fully complete the work and installations as listed per the attached site visit report.

##### **Request for Bid Requirements:**

- A bid bond is required.
- State prevailing wages are required. Vendor is required to pay prevailing wage rates for the appropriate category of work and shall submit to WA State Labor & Industries, for itself and any subcontractors, the following forms: statement of Intent to Pay Prevailing Wages prior to beginning work. Prevailing wage form(s) Affidavit of Wages paid will be required upon completion of work. This can be done on line at: [www.lni.wa.gov](http://www.lni.wa.gov) then click on Trades and Licensing then: Prevailing Wage.
- Each contractor, subcontractor, or employer shall keep accurate payroll records for three years from the date of acceptance of the public works project by the City, pursuant to RCW [49.28.065](#), for each laborer, worker, and mechanic employed by the contractor for work performed on a public works project, pursuant to RCW 39.12.120, effective January 1, 2020.
- A contractor, subcontractor, or employer shall file a copy of its certified payroll records using the WA State Labor & Industries' online system at least once per month. If the WA State Labor & Industries' online system is not used, a contractor, subcontractor, or employer shall file a copy of its certified payroll records directly with WA State Labor & Industries in a format approved by WA State Labor & Industries at least once per month, pursuant to RCW 39.12.120, effective January 1, 2020.



- A City of Fircrest business license endorsement is required.
- City Standard insurance is required on all projects, naming the City as an additional insured. Requirements are posted on the City’s webpage at: [cityoffircrest.net](http://cityoffircrest.net) and located by searching for “Standard Specifications Manual” – see Information to Bidders Section 18).
- Bidder must meet mandatory bidder responsibility as required by RCW 39.04.350 and the General requirements. Per RCW 39.06.020, a contractor must verify that all subcontractors of any tier meet the same responsibility requirements and that they are also licensed as a plumbing or electrical if required.
- Notice to proceed will be issued when all paperwork and contracts/purchase order are in order.
- Construction to be completed in accordance with these specifications and the site drawings (if applicable).

It is the intent that the project to be 100% complete no later than **October 31, 2024**.

### **Mandatory Bidder Responsibility Criteria:**

It is the intent to award a contract to the low responsible bidder. Before award, the Bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The Bidder may be required by the Owner to submit documentation demonstrating compliance with the criteria. The Bidder must:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable:
  - a. Have Industrial Insurance (workers’ compensation) coverage for the Bidder’s employees working in Washington, as required in Title 51 RCW;
  - b. Have a Washington Employment Security Department number, as required in Title 50 RCW;
  - c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3), or be suspended or debarred from working on a federally funded project according to the federal website [www.sam.gov](http://www.sam.gov).
5. Not be in violation relating to Wage Payments as defined in RCW 49-48-082 or any provision of Chapters 49.46 or 49.52.

It shall be the responsibility of the Contractor to call the One Call number (1-800-424-5555) to notify all utilities of the excavation (if necessary).

### **ATTACHMENT(S):**

Attachment A – Site Visit Report

Tyler Bemis  
 Public Works Director  
[tbemis@cityoffircrest.net](mailto:tbemis@cityoffircrest.net)  
 (253) 238-4134



## FIRCREST CITY COUNCIL AGENDA SUMMARY

**NEW BUSINESS:** Electron Way & Contra Costa Avenue Intersection Improvement Project Engineering Design Professional Services Agreement

**ITEM:** 13E

**DATE:** April 23, 2024

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

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**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_, authorizing the City Manager to execute a Professional Services Agreement with KPG Psomas for engineering design services for the Electron Way & Contra Costa Avenue Intersection Improvement Project.

---

**PROPOSAL:** The Council is being asked to authorize the City Manager to execute a Professional Services Agreement with KPG Psomas for design and engineering services for the Electron Way and Contra Costa Avenue Intersection Improvement Project.

This project includes the installation of a Rectangular Rapid Flashing Beacon (RRFB). The RRFB is a type of pedestrian crossing warning system that uses flashing lights to alert drivers to the presence of pedestrians in the crosswalk. By installing this system, the City hopes to improve pedestrian safety, especially at a busy intersection like Electron Way and Contra Costa Avenue.

Additionally, the project involves upgrading curb ramps at specific intersection corners to comply with ADA standards. This ensures that individuals with disabilities have equal access to pedestrian pathways and crosswalks.

**FISCAL IMPACT:** This project is funded by a Local and Community Projects Program grant. The proposed design budget is \$34,221, leaving \$114,189 of grant proceeds for construction. This grant does not require a City match; however, the Department of Commerce retains 3% of the grant amount to cover administrative costs.

**ADVANTAGE:** Increased pedestrian and vehicle safety at this crossing.

**DISADVANTAGES:** None identified.

**ALTERNATIVES:** None.

**HISTORY:** Improving pedestrian safety is a top priority for the Council. This project aims to enhance pedestrian safety at the City's most frequented public facilities and ensure safe connectivity between the Community Center and the Tot Lot. Notably, this marks the City's first application for external funds to increase safety measures at this intersection.

This process began with the City's application for legislative funding in early 2023, culminating in the notification of the award from the Department of Commerce in August of the same year.

This successful outcome speaks to the effectiveness of the City's efforts in securing support for initiatives aimed at enhancing pedestrian safety.

Furthermore, staff are actively exploring options to pursue additional funding to upgrade the remaining curb ramps at this intersection to meet ADA standards.

**ATTACHMENTS:** [Resolution](#)  
[Professional Services Agreement](#)  
[Exhibit A-1 – Scope of Work](#)  
[Exhibit B – Budget Summary](#)  
[Exhibit B-1 – Cost Computations](#)

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON, AUTHORIZING THE CITY  
MANAGER TO EXECUTE A PROFESSIONAL SERVICES  
AGREEMENT WITH KPG PSOMAS FOR DESIGN AND  
ENGINEERING SERVICES FOR THE ELECTRON WAY AND  
CONTRA COSTA AVENUE INTERSECTION IMPROVEMENT  
PROJECT.**

**WHEREAS**, the City of Fircrest identified a need for improved pedestrian safety at the intersection of Electron Way and Contra Costa Avenue; and

**WHEREAS**, the City of Fircrest was awarded a Local and Community Project Program legislative appropriation, administered by the Department of Commerce, in the amount of \$148,410; and

**WHEREAS**, the City of Fircrest desires to contract with KPG Psomas for design and engineering services for the Electron Way and Contra Costa Avenue Intersection Improvement Project in the amount of \$34,221.

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

**Section 1.** The City Manager is hereby authorized and directed to execute a professional services agreement with KPG Psomas for the design and engineering services of the Electron Way and Contra Costa Avenue Intersection Improvement Project.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON**, at a regular meeting thereof this 23rd day of April 2024.

**APPROVED:**

\_\_\_\_\_  
Shannon Reynolds, Mayor

**ATTEST:**

\_\_\_\_\_  
Arlette Burkhardt, Acting City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert Zeinemann, City Attorney

**CITY OF FIRCREST  
PROFESSIONAL SERVICES AGREEMENT  
Electron Way and Contra Costa Avenue Intersection Improvement Project**

THIS PROFESSIONAL SERVICES AGREEMENT, hereinafter referred to as “Agreement” is entered into this 23rd day of April 2024, by and between the City of Fircrest, a political subdivision of the State of Washington and hereinafter referred to as the “City” and KPG Psomas, 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 Engineering Design and Project Management services in connection with the project designated as the Electron Way and Contra Costs Intersection Improvement Project, hereinafter referred to as “Project.”

**2. SCOPE OF SERVICES**

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

**3. TERMS OF AGREEMENT**

Notwithstanding the date of execution hereof, this Agreement shall be in effect for a period commencing April 23, 2024, and ending upon completion of construction. Either party may terminate this Agreement upon thirty (30) day’s written notice to the other party.

**4. PAYMENT**

Upon receipt of an invoice from the Consultant, progress payments may be made on a monthly basis for work completed. Each invoice shall itemize by site and date the work performed and include (if required) the “Statement of Intent to Pay Prevailing Wages” that was filed with the State of Washington Department of Labor and Industries. Each voucher claim submitted by a consultant for payment on a project estimate must state that the prevailing wages have been paid. Following the final acceptance of the public works project, the Consultant is required to submit an “Affidavit of Wages Paid” before final funds are released to the Consultant.

The total cost for services shall not exceed \$115,277.00 without written modification of this Agreement signed by the City. Tax is not applicable to Public Works roadway projects.

**5. ASSIGNMENT**

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

**6. NON-WAIVER**

A 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.

## **7. PERFORMANCE AND STANDARDS**

The Consultant shall perform its work to conform to generally accepted professional standards. The Consultant shall be responsible for the professional quality, technical adequacy, and accuracy, timely completion, and coordination of all plans, designs, drawings, and specifications prepared under this Agreement. The Consultant shall, without additional compensation, correct or reverse any errors or omissions in such work. The City has a 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 outlined 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. OWNERSHIP, FORM, AND USE OF DOCUMENTS**

All documents, drawings, specifications, and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City, whether the project for which they are made is executed or not. Except as otherwise stated in Exhibit A-1, the Consultant shall provide the City with all final documents, reports, or studies in printed and electronic form. Unless otherwise directed in writing by the City, all final documents, reports, or studies shall be provided to the City in both PDF and Word format. Where applicable, all Complete Plan Set Drawings shall include all Specifications and shall be submitted to the City in the most updated version of AutoCAD in an unrestricted format and in accordance with City Code. The Consultant shall not be responsible for any use or modifications of said documents, drawings, specifications, or other materials by the City or its representatives for any purpose other than the project specified in this Agreement.

## **9. 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 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.

## **10. HOLD HARMLESS, DEFENSE, AND INDEMNITY**

A. Consultant Indemnification. Consultant 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 Consultant (or its employees, agents, representatives, subcontractors, or subconsultants) in the 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 Consultant'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 Consultant.

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 Consultant and

the City, its officers, officials, employees, and volunteers, the Consultant’s liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant’s negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant’s waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this 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, Consultant employs or engages subcontractors or subconsultants, then Consultant 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 Consultant pursuant to this section. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

- B. Industrial Insurance Act Waiver. It is specifically and expressly understood that the Consultant waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW, solely for the purposes of this indemnification. Consultant’s indemnification shall not be limited in any way by any limitation on the amount of damages, compensation, or benefits payable to or by any third party under workers’ compensation acts, disability benefit acts, or any other benefits acts or programs. The Parties acknowledge that they have mutually negotiated this waiver.
- C. Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

**11. INSURANCE**

The Consultant will obtain and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damage to property that may arise from, or in connection with, the performance of the work hereunder by the Consultant, its agents, representatives, or employees. The Consultant’s maintenance of insurance as required by this Agreement shall not be construed to limit the Consultant’s liability to the coverage provided by such insurance or otherwise limit the City’s recourse to any remedy available at law or in equity. The Consultant shall maintain at least the following minimum insurance coverage covering all activity under this Agreement, and as to which the City shall be named as primary non-contributory additional insured on the Liability insurance:

- a. Workers’ Compensation Coverage   Statutory
- b. Commercial General Liability   \$1,000,000/\$2,000,000 aggregate
- c. Comprehensive Automobile Liability   \$1,000,000 per accident
- d. \$100,000 Employee Fidelity coverage that extends to the City and City employee property.

Per Fircrest Municipal Code 9.90.140, a certificate of insurance showing the foregoing will be submitted to the City for approval 14 days before work commences.

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

**12. 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.



**13. COMPLIANCE WITH LAWS**

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

**14. RECORDKEEPING**

Consultant shall maintain accounts, records, and documents related to the performance of this Agreement and shall make them available for the City’s inspection, auditing, or evaluation during normal business hours as reasonably needed by City to assess performance, compliance, and quality assurance under this Agreement.

Except as otherwise authorized by the City, the Consultant shall retain such records for a period of seven (7) years after receipt of the final payment under this Agreement or termination of this Agreement.

**15. 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, or without cause upon thirty (30) days written notice, served to the other party by certified mail. In such a case, the Consultant shall be compensated by the City for all work performed to the date of termination. In the event of termination, all finished and unfinished work prepared by the Consultant pursuant to this Agreement shall be provided to the City.

**16. PREVAILING WAGES**

Prevailing wages are not required for this Agreement.

**17. COMPLIANCE WITH CITY POLICY**

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

**18. TAXES**

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

**19. DELAYS AND EXTENSIONS OF TIME**

If the Consultant is delayed at any time in the progress of providing services covered by this Agreement by any causes beyond the Consultant’s control, the time for performance may be extended by such time as shall be mutually agreed upon by the Consultant and the City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City.

**20. SAFETY REQUIREMENT**

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

**21. NON-DISCRIMINATION**

The Consultant agrees not to discriminate against any customer, employee, or applicant for employment, subcontractor, supplier, or materialman, because of race, religion, creed, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, or the presence of any sensory, mental or physical disability, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any service for the City now or in the future.

**22. CONFIDENTIALITY OF INFORMATION**

All information and data furnished to the Consultant by the City, and all other documents to which the Consultant’s employees have access during the term of the Agreement, shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

**23. NOTICES**

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

<i>Notice to the City of Fircrest shall be sent to:</i>	<i>Notice to the Consultant shall be sent to:</i>
City of Fircrest Attn: Tyler Bemis Public Works Director 120 Ramsdell Street Fircrest, WA 98466  Phone: 253-564-8900  E-Mail: <a href="mailto:tbemis@cityoffircrest.net">tbemis@cityoffircrest.net</a>	KPG Psomas Attn: Terry Wright, PE Professional Services Officer 2502 Jefferson Avenue Tacoma, WA 98402  Phone: 253-627-0720  E-Mail: <a href="mailto:terry.wright@psomas.com">terry.wright@psomas.com</a>

**24. VENUE STIPULATION**

This Agreement has been and shall be considered to have 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.

**25. 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.

**26. 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 a written instrument signed by both City and Consultant.

**BY THEIR SIGNATURES BELOW**, the parties hereto have accepted and executed this Agreement as of the Effective Date stated above, which shall be the Effective Date for bonding purposes as applicable. The undersigned Consultant representative, by signature below, represents and warrants they are duly authorized to execute this legally binding Agreement for and on behalf of the Consultant and further represents and warrants that Consultant is not suspended, debarred, or otherwise disqualified under federal, state, or local law from participating in this Agreement.

**CITY OF FIRCREST**

**CONSULTANT**

By: \_\_\_\_\_  
Dawn Masko, City Manager

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

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

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

**ATTEST:**

By: \_\_\_\_\_  
Robert Zeinemann, City Attorney

By: \_\_\_\_\_  
Arlette Burkhart, Acting City Clerk

## EXHIBIT A-1

### City of Fircrest Electron Way and Contra Costa Ave Intersection Improvements

**KPG Psomas Inc.**  
**Scope of Work**  
**March 2024**

## INTRODUCTION

### A. PROJECT UNDERSTANDING:

The following Scope of Work outlines the effort required to complete Plans, Specifications, and Estimates for the Electron Way and Contra Costa Ave Intersection Improvements project. This project will be funded thru a Department of Commerce (DOC) capital appropriations grant, however additional funding is expected to become available thru a Transportation Improvement Board (TIB) grant. Work associated with each grant will include separate scopes of work and construction cost schedules, but comprehensive plans and project specifications will be developed to cover both projects. It is the City's intent that both projects will go to bid together and be constructed by the same contractor.

The project limits are defined as the curb returns at the SW, SE, and NE corners, PC to PT, and a small portion of the east approach of Electron Way to facilitate installation of an RRFB crossing system. Half of the SW and NE corner's curb ramps and the full SE corner will be replaced as part of this project. Replacement will consist of new traffic curb and gutter and ADA ramps, with pavement curb cuts in the roadway, and installation of a new solar powered RRFB system for an enhanced N-S crossing of the east approach.

### B. ASSUMPTIONS:

The following assumptions were made to establish a scope and budget for this project:

- Right-of-way or easement acquisition will not be required.
- Right-of-way will be shown as GIS linework for all four corners.
- Survey will be conducted for the entire intersection – all four corners.
- Utility improvements are not included in this Scope of Work.
- Department of Commerce has already provided cultural resources review to satisfy executive order 21-02.
- Construction centerline will be based on ROW centerline.
- Existing castings/lids/access covers within the roadway, curb and gutter, and sidewalk will be adjusted to finished grade if within an affected area.
- A new solar RRFB system will be installed at the east approach to provide an enhanced crossing of Electron Way.
- RRFB manufacturer will provide a solar analysis of the site and consultant will review and provide a brief memo explaining the findings.
- No traffic study will be conducted and no RRFB justification will be provided (NCHRP Report 562).

## EXHIBIT A-1

- Cross walk pavement markings and stop bars may need to be removed and replaced as the new location of the curb ramps dictate. Every effort will be made to position ramps to utilize existing crossings as striped.
- Construction Stormwater General Permit will not be required.
- Surface water quality or quantity treatment will not be required.
- The project will conduct maintenance activities and is therefore categorically exempt from SEPA, per WAC 197-11-800(3).
- The City will be responsible for all permit fees.
- No sidewalk improvements will be designed except where ADA curb ramps are required to be replaced or where curb lines will be changed.
- Plans will be developed using AutoCAD 2022 Civil 3D using KPG-Psomas drafting standards.
- Comprehensive Special Provisions will be developed based on the 2024 WSDOT Standard Specifications and/or Local Agency (APWA) General Special Provisions (GSPs).
- A scope and budget for Construction Services will be prepared and submitted for approval upon approval of the 100% design.
- Traffic Control Plans will not be developed under this Scope of Work.
- This project (DOC funded) will go to bid with the TIB funded project. Plans and specifications will be comprehensive, however separate cost schedules will be provided for each project for delineation of payment.

The following Scope of Work describes the effort required to complete the above-described improvements:

## EXHIBIT A-1

### SCOPE OF WORK

#### **Task 1 – Management/Coordination/Administration**

This task covers the effort required to manage the contract and to ensure that the project meets the client's expectations for schedule, budget, and quality of product. This Scope of Work for design phase assumes a 2 - month contract duration:

- 1.1 Provide project administrative services, including:
  - Project set-up and execute agreement
  - Preparation of invoices
  - Maintaining project files
  - Record keeping and project closeout
- 1.2 Provide project management services, including:
  - Project staff management and coordination
  - Schedule and budget monitoring
- 1.3 Provide Quality Assurance and Quality Control Reviews
  - Provide senior-level review of all submittals
  - Provide constructability review of 90% submittal

#### **Task 1 Deliverables:**

- Monthly invoices (2 month)
- Meeting notes for Consultant/City Meeting
- QA/QC Documentation

#### **Task 2 –Survey and Base mapping**

Effort under this task includes the anticipated work necessary to develop a base map for design of curb ramps, traffic curb and gutter and associated pavement replacement. All four corners will be surveyed where ADA ramps and sidewalk are to be replaced, and intersection pavement will be surveyed.

- 2.1 Survey Control – Existing monuments along Electron Way will be located and horizontal and vertical control points set, which will be used for mapping and control during construction.
- 2.2 Topographic mapping – The following items will be picked up during field survey:
  - Crosswalk markings for all four crossings and stop bars on Contra Cost Ave. Parking lane pavement markings will be delineated within 10' of existing cross walk lines.
  - Curb ramps: Detailed survey will be conducted of all four curb ramps. The length of survey shall cover the existing facility and 15' of sidewalk approach in both directions. The width shall include traffic curb and gutter to a distance of 3 feet behind back of sidewalk for the entire length.
  - Pavement elevations will be surveyed at the center line and at 3' offset from gutter lip for the lengths described above.

## EXHIBIT A-1

- 2.3 Develop Base Map: The above information will be combined into a design base map prepared in AutoCAD 2022 using KPG Psomas drafting standards.

### **Task 2 Deliverables:**

- Electronic base map showing utility locations, surface features, and contours at 1-foot intervals (in areas where detailed survey is conducted).

### **Task 2 Assumptions:**

- The base map will consist of aerial imagery augmented with survey information as specified above. The survey information portion of the base map will be prepared in AutoCAD 2022 using KPG Psomas drafting standards.
- Property corners and line stakes or hubs will not be set as part of this scope
- Right-of-way will be delineated with GIS linework
- Four curb ramps shall be analyzed for replacement.

### **Task 3 – Preliminary Design (50%)**

This task includes the effort to conduct a field walk with CITY staff to determine the specific improvements for the project. Using this information, KPG Psomas will develop 50% of Plans for review.

- 3.1 Initial Field review: Consultant will conduct an on-site field review of the project to identify design considerations before meeting with the City.
- 3.2 Initial Field Review with City: Upon completion of the initial field review, the Consultant shall attend one (1) field walk with City Staff. Assume two (2) consultant staff for one (1) field meeting. During the field walk, the following will be confirmed:
- a. Verification of project limits.
  - b. Discuss design elements, specific site constraints, and feasibility of proposed improvements.
- 3.3 Field Design: Based on the information obtained from the field review with the City, the Consultant will transfer locations of sidewalk match points to the aerial base map to establish project limits.
- 3.4 Design Documents: Information obtained from the field design will be used to prepare 50% plans and cost estimate. The following is the anticipated sheet count:

<b>Title</b>	<b>Number</b>
Cover Sheet	1
Legend, Abbreviations, Alignment & Survey Control	1
Typical Sections/Details	1
Curb Ramp Plans (Horizontal layout only)	2
<b>TOTAL</b>	<b>5</b>

## EXHIBIT A-1

- 3.5 Design Review: The Consultant shall provide the City with 50% design plans and cost estimate for review and comment. The City shall have a one-week review period prior to providing the Consultant with comments. These comments will be incorporated into the final design.

### **Task 3 Deliverables:**

- 50% Design Submittal
  - Two (2) hard copies of 11x17 Plans and Estimate
  - One (1) PDF copy of Plans and Estimate

### **Task 4 – Intersection Plans (100% and Final Design)**

This task includes the effort required to complete the design to a 100% design level, incorporating changes requested from the 50% City design review. Produce a set of 100% Contract Documents (design drawings, estimate and technical specifications) for City review. The Consultant will prepare design plans to a 100% level to include the following:

- Plans will be prepared in such detail as to permit field layout and construction to a degree of accuracy accepted by the City and in accordance with industry, City, and WSDOT standards.
  - Typical sections and details shall be provided, except for items with standard plans or details already available (City, State, or APWA drawings). Details for such items will be included as an appendix to the specifications.
  - The Consultant will prepare specifications and submit for review at the 100% stage. Final specifications will be submitted with the bid documents.
  - The Consultant shall calculate quantities and prepare a construct cost estimate with each submittal and the bid documents.
- 4.1 100% Design:
- The Consultant shall address 50% comments and prepare 100% Plans for review and comment by the City.
  - Construction Cost Estimate: The Consultant shall prepare 100% quantities and opinion of probable cost for review and approval by the City.
  - Specifications: The Consultant shall prepare 100% specifications for review and approval by the City. Specifications will be based on 2024 WSDOT Standard Specifications, City provided legal documents, Division 1 and City GSPs. KPG Psomas will include additional special provision language as needed.
- 4.2 Design Review: The Consultant shall host City review staff at the KPG Psomas’s Tacoma office to review CITY comments from the 100% Design Submittal. City staff shall have one-week (5) days to review plans, specifications, and estimate (PS&E) prior to the scheduled meeting.



## EXHIBIT A-1

### 4.3 Bid Documents Design:

- The plans will be revised based on 100% Design comments from the City Design Review meeting.
- Bid Ready Specifications: The specifications will be revised based on City Design Review meeting.
- Bid Ready Cost Estimate: The Cost Estimate will be revised to reflect changes requested from 100% Plans and Specifications.

### **Task 4 Deliverables:**

- 100% Review Submittal
  - Three (3) Half-size Plan sets (11x17) – two (2) for City Review
  - Three (3) sets of Specifications – two (2) for City Review
  - Two (2) Construction Cost Estimates
- Final Submittal
  - Bid Documents (Hard Copy and Electronic: PDF)
  - One (1) Construction Cost Estimate
  - Five (5) Sets of half-size Plans (11x17 size)
  - One (1) Full-size Plans (22x34 size)

### **Task 4 Assumptions:**

- The City will not make changes to improvements approved during the Preliminary design task.
- Project-specific Traffic Control plans will not be developed.
- The Contract's Legal, General, and Technical Specifications will be based on the 2024 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction.
- 100% Contract Documents Design Review: City review comments will be discussed in a single 100% review meeting at KPG Psomas's Tacoma office. City staff shall have five (5) days to review the PS&E prior to the scheduled meeting time.
- City Comments and redlines obtained during the review meetings will be incorporated to develop the Final Bid Ready PS&E.

### **Task 5 - Assistance During Bidding**

This task includes the effort required to assist the City with bidding of the project. This includes preparation of the advertisement for bids and includes the following:

- 5.1 Plan Production & BXWA Coordination: Consultant will coordinate and submit final PS&E package to BXWA and prepare final bid documents.
- 5.2 Prepare addenda and respond to bidders' questions.
- 5.3 Recommendation of Award: Tabulate bid results, check references, and provide recommendation of Award.

## EXHIBIT A-1

### **Task 5 Deliverables:**

- Up to three (3) addenda and response to bidder questions
- Bid Tabulation: an electronic PDF copy
- Recommendation for Award letter: An electronic PDF copy
- Conformed Set: One (1) digital file transfer containing all PS&E documents including AutoCAD drawings, two (2) 11x17 hard copies of Plans, two (2) bound hard copies of specifications

### **Additional Services**

The CITY may require additional services of the CONSULTANT, such as construction contract management services. The scope of these services will be determined upon completion of the design.

These services will be authorized under a future contract supplement if necessary. At the time these services are required, the CONSULTANT shall provide a detailed scope of work and an estimate of costs. The CONSULTANT shall not proceed with the work until the CITY has authorized the work and issued a notice to proceed.

## Exhibit B – Budget Summary

Task No.	Task Description	Hours	Totals
<b>Task 1 – Management/Coordination/Administering</b>			
1.1	Project Administration	4	\$ 556.00
1.2	Project Management	5	846.00
1.3	Quality Assurance and Quality Control	5	846.00
	<b>Task Total</b>	<b>14</b>	<b>\$ 2,248.00</b>
<b>Task 2 – Survey and Base Mapping</b>			
2.1	Survey Control	4.5	\$ 1,205.00
2.2	Topographic Mapping	8.5	2,285.00
2.3	Develop Base Map	10.5	1,555.00
	<b>Task Total</b>	<b>23.5</b>	<b>\$ 5,045.00</b>
<b>Task 3 – Preliminary Design (50%)</b>			
3.1	Pavement Analysis		
3.2	Initial Field Review	4	\$ 912.00
3.3	Initial Field Review with City	2	456.00
3.4	Field Design	4	664.00
3.5	Design Documents	53	7,434.00
3.5a	Cover Sheet		
3.5b	Legend, Abbreviation & Survey Control		
3.5c	Typical Section & Details		
3.5d	Overlay Plans		
3.5e	Curb Ramp Design (Horizontal)		
3.5f	Cost Estimate		
3.6	Design Review	3	622.00
	<b>Task Total</b>	<b>66</b>	<b>\$ 10,088.00</b>
<b>Task 4 – Intersection Plans (100% and Final Design)</b>			
4.1	100% Design	61	\$ 9,698.00
4.1a	Cover Sheet		
4.1b	Legend, Abbreviation & Survey Control		
4.1c	Typical Section & Details		
4.1d	Overlay Plans		
4.1e	Curb Ramp Design (Vertical)		
4.1f	Cost Estimate		
4.1g	Specifications		
4.2	Design Review	5	996.00
4.3	Bid Documents Design	28	4,370.00
	<b>Task Total</b>	<b>94</b>	<b>\$ 15,064.00</b>
<b>Task 5 – Assistance During Bidding</b>			
5.1	Bid Authorization Form to TIB		
5.2	BXWA Coordination	4	\$ 556.00
5.3	Respond to Bidders	4	664.00
5.4	Recommendation of Award	4	556.00
5.5	Cost Estimate to TIB		
	<b>Task Total</b>	<b>12</b>	<b>\$ 1,776.00</b>
<b>Total Labor Hours and Fee</b>		<b>210</b>	<b>\$ 34,221.00</b>
<b>Subconsultants</b>			
	Geotechnical Pavement Analysis and Memo		
	Administrative Charge (5%)		
	<b>Total Subconsultant Expense</b>		
<b>Total Estimated Budget</b>			<b>\$ 34,221.00</b>



**EXHIBIT XX**  
**PRIME CONSULTANT COST COMPUTATIONS**  
 Client: City of Fircrest  
 Project Name: Electron Way and Contra Costa Ave Intersection Improvements  
 KPG Psomas Inc. Project Number: 9XXX0X000  
 Date: 27-Mar-24

Task No.	Task Description	Labor Hour Estimate																												Total Hours and Labor Cost Computations by Task						
		Principal	Engineering Manager I	Engineering Manager II	Asst. Engineering Manager	Senior Engineer I	Senior Engineer II	Project Engineer I	Project Engineer II	Design Engineer I	Design Engineer II	Design Engineer III	Engineering Technician	Technician	Engineering Assistant	Senior Project Manager Survey	Survey Crew I (W/Equip)	Survey Crew II (W/Equip)	Field Surveyor I	Field Surveyor II	Field Surveyor III	Project Surveyor I	Project Surveyor II	Surveyor I	Surveyor II	Surveyor III	CAD Manager	Senior CAD Technician	CAD Technician	Business Manager	Senior Admin	Office Admin	Office Assistant	Hours	Totals	
		\$290.00	\$226.00	\$262.00	\$215.00	\$194.00	\$205.00	\$166.00	\$187.00	\$133.00	\$139.00	\$151.00	\$114.00	\$101.00	\$91.00	\$250.00	\$212.00	\$270.00	\$103.00	\$134.00	\$151.00	\$154.00	\$172.00	\$94.00	\$128.00	\$143.00	\$179.00	\$139.00	\$124.00	\$177.00	\$139.00	\$110.00	\$98.00			
<b>Task 1 - Management/Coordination/Administering</b>																																				
1.1	Project Administration																																4	\$	556.00	
1.2	Project Management																																4	\$	846.00	
1.3	Quality Assurance and Quality Control																																4	\$	846.00	
	<b>Task Total</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>14</b>	<b>\$</b>	<b>2,248.00</b>
<b>Task 2: Survey and Base mapping</b>																																				
2.1	Survey Control															0.5		4																4.5	\$	1,205.00
2.2	Topographic Mapping															0.5		8																8.5	\$	2,285.00
2.3	Develop Base Map															0.5																	10.5	\$	1,555.00	
	<b>Task Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1.5</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>23.5</b>	<b>\$</b>	<b>5,045.00</b>		
<b>Task 3: Preliminary Design (50%)</b>																																				
3.1	Initial Field Review	2						2																									4	\$	912.00	
3.2	Initial Field Review with City	1						1																									2	\$	456.00	
3.3	Field Design							4																									4	\$	664.00	
3.4	Design Documents	1						4		32																		16					53	\$	7,434.00	
3.5	Design Review	1						2																									3	\$	622.00	
	<b>Task Total</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>13</b>	<b>0</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>66</b>	<b>\$</b>	<b>10,088.00</b>			
<b>Task 4: Intersection Plans (100% and Final Design)</b>																																				
4.1	100% Design	1						4	24	32																							61	\$	9,698.00	
4.2	Design Review	1						2	2																								5	\$	996.00	
4.3	Bid Documents Design	1						5	6	16																							28	\$	4,370.00	
	<b>Task Total</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>11</b>	<b>32</b>	<b>48</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>94</b>	<b>\$</b>	<b>15,064.00</b>			
<b>Task 5: Assistance During Bidding</b>																																				
5.1	BXWA Coordination																																4	\$	556.00	
5.2	Respond to Bidders							4																									4	\$	664.00	
5.3	Recommendation of Award																																4	\$	556.00	
	<b>Task Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>\$</b>	<b>1,776.00</b>			
<b>Total Labor Hours and Fee</b>		<b>10</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>28</b>	<b>32</b>	<b>80</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>\$</b>	<b>34,221.00</b>			
<b>Subconsultants</b>																																				
																												Subtotal	\$	-						
																												Administrative Charge (5%)	\$	-						
																												<b>Total Subconsultant Expense</b>	<b>\$</b>	<b>-</b>						
<b>Reimbursable Direct Non-Salary Costs</b>																																				
																												Mileage at current IRS rate								
																												Reproduction Allowance								
																												<b>Total Reimbursable Expense</b>	<b>\$</b>	<b>-</b>						
																												Management Reserve	\$	-						
																												<b>Total Estimated Budget</b>	<b>\$</b>	<b>34,221.00</b>						

## FIRCREST CITY COUNCIL AGENDA SUMMARY

**AGENDA ITEM:** Memorandum of Understanding – Police Schedule Change

**ITEM:** 13F

**DATE:** April 23, 2024

**FROM:** Ron Schaub, Chief of Police

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**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_\_, authorizing the City Manager to execute a Memorandum of Understanding with the Fircrest Police Guild to implement a modified 12-hour shift schedule for a six-month trial period.

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**PROPOSAL:** The Council is being asked to authorize the City Manager to execute a Memorandum of Understanding (MOU) with the Fircrest Police Guild to implement a modified 12-hour shift schedule for a six-month trial period.

**FISCAL IMPACT:** Approving the MOU will reduce overtime usage to cover minimum staffing. Overtime usage may be required for several annual training classes.

**ADVANTAGE:** The Fircrest Police Department has historically operated on a 10-hour shift schedule. While this schedule has been in effect for years, recent staffing issues resulted in discussions with our officers about other scheduling options. The officers are in favor of transitioning to a modified 12-hour shift model to evaluate its efficacy in our specific situation.

### Benefits of a 12-Hour Schedule:

- Operational Efficiency: Longer shifts can reduce transition times, allowing officers to spend more time on patrol and addressing community needs.
- Work-Life Balance: A four-day workweek with four consecutive days off can improve officers' work-life balance, potentially reducing fatigue and burnout.
- Resource Allocation: The 12-hour schedule may allow for better allocation of personnel and resources during peak activity periods. Fewer shifts to staff per day may also allow our department to send staff to more training.

### **DISADVANTAGES:**

- Fatigue and Burnout: Longer shifts can lead to increased fatigue and burnout among officers, especially if they must work consecutive days or night shifts. This can impact their performance, decision-making abilities, and overall well-being.
- Impact on Performance: Prolonged work hours can affect cognitive functioning, attention to detail, and overall job performance.

**ALTERNATIVES:** Return to the 10-hour shift schedule, which will result in increased overtime usage. This choice will also make it more difficult to send officers to outside training courses.

**HISTORY:** Due to unforeseen circumstances, our staffing levels reached a critical point in early November 2023. The situation necessitated the implementation of mandatory 12-hour shifts. Chief Schaub searched for a schedule that balanced work-life balance, seniority, and management

simplicity. He reviewed a 4–10-hour schedule (Thursday overlap), several 12-hour schedules, and the 10-hour 40-minute schedule (Lakewood schedule) with our officers and has spoken with them as individuals and union members over the past several months.

Fircrest officers have considered and weighed in on which scheduling option they prefer. Given our consistent staffing issues, there were concerns about other schedules besides the modified 12-hour model. The Fircrest Police Guild is supportive of the MOU as proposed.

**ATTACHMENTS:** [Resolution](#)  
[Memorandum of Understanding](#)  
[MOU - Exhibit A](#)  
[MOU – Exhibit B](#)

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON, AUTHORIZING THE CITY  
MANAGER TO EXECUTE A MEMORANDUM OF  
UNDERSTANDING WITH THE FIRCREST POLICE OFFICERS  
GUILD TO IMPLEMENT A MODIFIED 12-HOUR WORK  
SCHEDULE FOR A SIX-MONTH TRIAL PERIOD.**

**WHEREAS**, in December 2020, the City of Fircrest and the Fircrest Police Officers Guild entered into a Collective Bargaining Agreement for the period of January 1, 2021 through December 31, 2025; and

**WHEREAS**, the City of Fircrest and the Fircrest Police Officers Guild now desire to amend the Collective Bargaining Agreement to implement a modified 12-hour shift schedule for a six-month trial period.

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

**Section 1.** The City Manager is hereby authorized and directed to execute a Memorandum of Understanding with the Fircrest Police Officers Guild regarding the implementation of a modified 12-hour shift schedule for a six-month trial period.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON**, at a regular meeting thereof this 23rd day of April 2024.

**APPROVED:**

\_\_\_\_\_  
Shannon Reynolds, Mayor

**ATTEST:**

\_\_\_\_\_  
Arlette Burkhardt, Acting City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert Zeinemann, City Attorney

**MEMORANDUM OF UNDERSTANDING**  
**BY AND BETWEEN**  
**CITY OF FIRCREST, WASHINGTON**  
**(“City” or “Employer”)**  
**AND**  
**FIRCREST POLICE OFFICERS GUILD**  
**(“Guild”)**

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This Memorandum of Understanding (“MOU”) is entered into by and between the City of Fircrest (“Employer”) and the Fircrest Police Officers Guild (“Guild”), referred to herein collectively as the “Parties.”

WHEREAS, the Employer and the Guild negotiated a Collective Bargaining Agreement (CBA) for the period of January 1, 2021 through December 31, 2025; and

WHEREAS, Article 9 of the 2021–2025 Collective Bargaining Agreement (CBA) addresses hours of work and overtime schedules; and

WHEREAS, the Parties desire to implement a modified 12-hour work schedule for a six-month trial period.

NOW, THEREFORE, the Employer and the Guild agree to the following:

1. The modified 12-hour work schedule for represented employees within the Guild, as outlined in Exhibit A, will be effective May 1, 2024, for a six-month trial period ending October 31, 2024 (“trial period”).
2. This MOU is entered into with the understanding that it represents a mutual commitment to the well-being of officers and the efficient functioning of the Fircrest Police Department.
3. The Chief of Police and the Guild will collaborate to address any unforeseen challenges or issues arising during the trial period. If there is a conflict between this MOU and the CBA, this MOU will control.
4. This MOU shall not be construed as creating a past practice or customary practice, and neither Party shall be bound by such actions in future dealings.
5. At the conclusion of the trial period, both parties will comprehensively evaluate the adopted schedule. The evaluation will consider officer feedback, the impact on public safety, organizational efficiency, and any other relevant factors.
6. Either Party may propose modifications to the schedule during the trial period, subject to mutual written agreement before such modifications are to be implemented.
7. The modified 12-hour schedule may be extended after the trial period upon mutual agreement by amending the term of this MOU. If this MOU is not extended in a timely manner prior to expiration, the Parties agree to return to the schedule articulated in the 2021-2025 CBA without modification.
8. All other provisions of the 2021-2025 Collective Bargaining Agreement between the City of Fircrest and the Fircrest Police Officers Guild remain in effect.

IN WITNESS WHEREOF, the parties have executed this MOU as their free and voluntary act on the date set forth below.

**CITY OF FIRCREST, WASHINGTON**

**FIRCREST POLICE OFFICERS GUILD**

\_\_\_\_\_  
Dawn Masko, City Manager

\_\_\_\_\_  
John Roberts, Guild President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**MEMORANDUM OF UNDERSTANDING**

**BY AND BETWEEN**

**CITY OF FIRCREST, WASHINGTON  
("City" or "Employer")**

**AND**

**FIRCREST POLICE OFFICERS GUILD  
("Guild")**

**EXHIBIT A**

**I. Purpose:**

Implementing a new work schedule in a trial period is pivotal to prioritizing officer wellness and fostering a healthier work/life balance within law enforcement. Recognizing the demanding nature of the job, the revised schedule aims to provide officers with more predictable and manageable work hours, ensuring they have adequate time for rest, recuperation, and personal life commitments. This strategic shift not only acknowledges the physical and mental toll of policing but also addresses the cumulative stressors that can affect an officer's overall well-being. The new schedule promotes resilience, seeks to reduce burnout, and enhances officers' mental and emotional health by balancing professional responsibilities and personal lives. Consequently, this initiative is an investment in the individual officer and a commitment to creating a more effective and sustainable law enforcement community.

This MOU outlines the terms and conditions under which the City and the Guild agree to adopt a modified 12-hour schedule for a trial term.

**II. Schedule Implementation:**

The City and the Guild agree to implement a modified 12-hour work schedule for Police Officers and Sergeants effective May 1, 2024.

**III. Collective Bargaining Agreement, Section 9.1, Work Week and Overtime, Amended for Trial Period:**

The modified 12-hour schedule will apply to law enforcement officers working Day shift (**0600-1800**), Night shift (**1800-0600**), Sergeant(s) (**1100-2300**), and Swing shift (**1500-0300**). The Swing shift will be re-established once additional officers are hired and released from training. All other employees will continue to follow the Work Week and Overtime provision in Section 9.1 of the 2021–2025 Collective Bargaining Agreement.

9.1 **Work Week and Overtime.** Patrol officers shall be scheduled, except as otherwise provided herein, to work three (3) 12-hour shifts, followed by one (1) 10-hour shift, followed by four (4) consecutive days off. All work that the Employer has authorized in excess of the regularly scheduled shift shall be paid at one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay.

The Detective will remain on the patrol schedule until four Officers (excluding the Sergeants) are deployable for Days and Nights. Then, the Detective will be removed from the patrol schedule and assigned a four (4) 10-hour weekday schedule. The Detective will act as the court bailiff whenever possible to relieve the patrol staff of this responsibility.

There will be a quarterly rotation within each shift Team based on a seniority-based bid. (See Appendix C of the CBA).

**IV. Collective Bargaining Agreement, Section 8, Wages, Amended for Trial Period:**

8.4 **Payroll Consistency.** To maintain consistent bi-weekly payroll amounts, the Guild is requesting a “smoothed” bi-weekly payroll system. The modified 12-hour work schedule results in 138 regular hours in one four-week period and 184 regular hours in the next four-week period. Over an eight-week period, this results in an average of 161 regular hours worked per four-week period. The “smoothed” bi-weekly payroll would pay employees an average of 161 hours per four-week payroll cycle.

Should a Guild member leave City employment during a four-week period during which they only worked 138 regular hours but were paid for an average of 161 hours, the overpayment will be deducted from the employee’s final paycheck. If sufficient funds are not available in the final paycheck, it will be the employee’s responsibility to repay the overpayment to the City.

**V. Collective Bargaining Agreement, Section 9.3, Scheduling, Amended for Trial Period:**

9.3.1 The Chief may cover vacant shifts, or portions thereof, to a maximum of twelve (12) hours per month unless otherwise agreed by the parties.

9.3.2 In the event of anticipated overtime opportunities (where the City has 72 hours or more notice of the opportunity), a rolling list shall be used. Once an employee has accepted/rejected an overtime shift, their name shall be moved to the bottom of the list. The Chief or his/her designee shall be required to document all calls made to the employees in his/her logbook, including dates and times, and the log entries shall be open for Guild review. For administrative purposes, when utilizing the overtime call list, once a call, page, or contact has been made, the Chief or his/her designee shall allow 15 minutes for a response from the employee to accept or reject the overtime opportunity. If the employee does not respond within 15 minutes, then it shall be considered a rejection.

9.3.3 Voluntary shift trades and changes (i.e., training opportunity) may be undertaken by or between officers, subject to approval by the Chief or his/her designee, and are not subject to the scheduling guidelines herein. Extra hours worked in a workweek, beyond that which the officer was otherwise scheduled, as a result of the shift trade shall be paid at the regular, not overtime, rate.

9.3.4 This section is suspended and superseded by this MOU for the duration of the trial period.

9.3.5 This section is suspended and superseded by this MOU for the duration of the trial period.

9.3.6 This section is suspended and superseded by this MOU for the duration of the trial period.

9.3.7 The Chief reserves the right to assign alternate work schedules for employees when vacancies occur (i.e., unforeseen health conditions/illness, administrative leave, retirement, termination, and training for police certificate at risk), provided that if the employee’s scheduled shift is changed with less than twelve (12) hour’s notice, all hours worked by the employee outside their originally scheduled shift shall be paid at the overtime rate.

9.3.8 Except in an emergency, an employee shall not be required to work in excess of sixteen (16) consecutive hours. An “emergency” is an unexpected significant event demanding immediate action, which must be declared by the Chief or their designee.

**VI. Collective Bargaining Agreement, Appendix B, Shift Schedule, Amended for Trial Period:**

Appendix B to the CBA is suspended for the duration of the trial period and superseded by Appendix B to the MOU, attached to this MOU as Exhibit B.

**VI. Full Force and Effect:**

Except as otherwise set forth in this Exhibit A, all other provisions of the 2021–2025 Collective Bargaining Agreement (CBA) shall remain in full force and effect.

EXHIBIT B

<b>SHIFT SCHEDULE</b>								
<i>FULL STAFF</i>	<i>MONDAY</i>	<i>TUESDAY</i>	<i>WEDNESDAY</i>	<i>THURSDAY</i>	<i>FRIDAY</i>	<i>SATURDAY</i>	<i>SUNDAY</i>	<i>MONDAY</i>
DAY A	0600-1800	0600-1800	0600-1800	0600-1600	OFF	OFF	OFF	OFF
DAY B	OFF	OFF	OFF	OFF	0600-1800	0600-1800	0600-1800	0600-1600
DETECTIVE	0800-1800	0800-1800	0800-1800	0800-1800	OFF	OFF	OFF	0800-1800
SERGEANT A	1000-2200	1000-2200	1000-2200	1000-2000	OFF	OFF	OFF	OFF
SERGEANT B	OFF	OFF	OFF	OFF	1000-2200	1000-2200	1000-2200	1000-2000
SWING A	1500-0300	1500-0300	1500-0300	1500-0100	OFF	OFF	OFF	OFF
SWING B	OFF	OFF	OFF	OFF	1500-0300	1500-0300	1500-0300	1500-0100
GRAVE A	1800-0600	1800-0600	1800-0600	2000-0600	OFF	OFF	OFF	OFF
GRAVE B	OFF	OFF	OFF	OFF	1800-0600	1800-0600	1800-0600	2000-0600
TOTAL	5	5	5	5	4	4	4	5

<b>SHIFT SCHEDULE</b>								
<i>SHORT STAFF</i>	<i>MONDAY</i>	<i>TUESDAY</i>	<i>WEDNESDAY</i>	<i>THURSDAY</i>	<i>FRIDAY</i>	<i>SATURDAY</i>	<i>SUNDAY</i>	<i>MONDAY</i>
DAY A	0600-1800	0600-1800	0600-1800	0600-1600	OFF	OFF	OFF	OFF
DAY B	OFF	OFF	OFF	OFF	0600-1800	0600-1800	0600-1800	0600-1600
DETECTIVE	0800-1800	0800-1800	0800-1800	0800-1800	OFF	OFF	OFF	0800-1800
SERGEANT A	1000-2200	1000-2200	1000-2200	1000-2000	OFF	OFF	OFF	OFF
SERGEANT B	OFF	OFF	OFF	OFF	1000-2200	1000-2200	1000-2200	1000-2000
SWING A								
SWING B								
GRAVE A	1800-0600	1800-0600	1800-0600	2000-0600	OFF	OFF	OFF	OFF
GRAVE B	OFF	OFF	OFF	OFF	1800-0600	1800-0600	1800-0600	2000-0600
TOTAL	4	4	4	4	3	3	3	4

## FIRCREST CITY COUNCIL AGENDA SUMMARY

**AGENDA ITEM:** Approval of Lease Agreement with Copiers Northwest  
**ITEM:** 13G  
**DATE:** April 23, 2024  
**FROM:** Colleen Corcoran, Finance Director

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**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_\_, authorizing the City Manager to execute a sixty-month copier lease and maintenance agreement with Copiers Northwest to replace the current Police Department copier.

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**PROPOSAL:** The Council is being asked to authorize the City Manager to execute a sixty-month copier lease and maintenance agreement with Copiers Northwest to replace the current Police Department copier lease, which expires at the end of April 2024.

**FISCAL IMPACT:** The current monthly cost for the Police copier lease is \$159.81, including tax. The monthly cost for the new copier is \$194.54, including tax. This results in an increase of \$34.73 per month. The actual cost of copies is based on the number of pages produced each month.

	<u>New Lease Agreement</u>	<u>Old Lease Agreement</u>
Monthly Lease Price	\$194.54	\$159.81
Cost per black & white copy	\$0.0078 per page	\$0.0075 per page
Cost per color copy	\$0.0525 per page	\$0.0504 per page

**ADVANTAGE:** The new lease agreement provides the Police Department with a newer copier that provides the same capabilities as the current copier.

**DISADVANTAGES:** None.

**ALTERNATIVES:** The City can continue to use the current copiers on a month-to-month basis at the current rate.

**HISTORY:** The City entered into a 60-month lease agreement for the current Police copier in May of 2019. That lease expires at the end of April 2024. The lease with Copiers Northwest is through the National Association of State Procurement Officials (NASPO), which offers a cooperative purchasing contract from which local governments are authorized to purchase.

**ATTACHMENTS:** [Resolution](#)  
[Copiers Northwest Lease Contract](#)

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON, AUTHORIZING THE CITY  
MANAGER TO EXECUTE A SIXTY MONTH AGREEMENT WITH  
COPIERS NORTHWEST TO PROVIDE A COPIER AND  
MAINTENANCE AGREEMENT FOR THE POLICE  
DEPARTMENT.**

**WHEREAS**, the current lease agreement with Copiers Northwest for the Police copier is expiring at the end of April 2024; and

**WHEREAS**, the City of Fircrest has a need for a copier for the Police Department and a related maintenance agreement; and

**WHEREAS**, Copiers Northwest has the required experience and expertise to provide such equipment and services; and

**WHEREAS**, the City desires to enter into a sixty-month lease agreement for a copier and maintenance agreement.

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

**Section 1.** The City Manager is hereby authorized and directed to execute the lease agreement with Copiers Northwest to provide a copier and maintenance agreement for the Police Department.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON**, at a regular meeting thereof this 23rd day of April 2024.

**APPROVED:**

\_\_\_\_\_  
Shannon Reynolds, Mayor

**ATTEST:**

\_\_\_\_\_  
Arlette Burkhart, Acting City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert Zeinemann, City Attorney



April 2, 2024 PO#

To:  
**Canon Financial Services**  
**14904 Collections Center Drive**  
**Chicago, IL 60693**

Ship To:  
 Fircrest Police Department  
 302 Regents Blvd  
 Fircrest, WA 98466

**60 Month, FMV lease on NASPO contract #140595/06619 for the following items;**

Canon IR DX C5850i	\$102.29
Cassette Feeding Unit-AQ1	\$ 15.21
Staple Finisher-AB2	\$ 33.24
Buffer Pass Unit-P2	\$ 3.87
2/3 Hole Puncher Unit-A1	\$ 10.96
Super G3 Fax Board-AX1	\$ 11.12

**Total Monthly Payment \$176.69**

**Total Monthly Payment with sales tax: \$194.54**

The cost-per-copy of the service – supply plan which is **IR DX C5850i .0078 B/W & .0525 Color per copy**, and which Copiers Northwest will be directly to City of Fircrest.

Send all invoices & correspondences to:  
 City of Fircrest  
 Attn: Dawn Masko  
 115 Ramsdell Street  
 Fircrest, WA 98466

x \_\_\_\_\_  
 Authorized by Dawn Masco, City Manager

x \_\_\_\_\_  
 Date



**Contract Acknowledgement in lieu of Purchase Order**

I, Dawn Masko, as an authorized agent of The City of Fircrest am making  
*(Purchasing Agent Name)* *(Agency Name)*  
the attached ~~purchase~~ *(lease)* rental as specified in agreement See Attached under the  
*(circle procurement type)* *(Purchase Agreement Number)*  
terms and conditions of State/Association Contract Number NASPO #140595/06619  
*(State/Association Contract Number)*

[Redacted Signature]  
Signature

[Redacted Title]  
Title

[Redacted Date]  
Date

In Process