

**FIRCREST CITY COUNCIL
REGULAR MEETING AGENDA**

**TUESDAY, JUNE 25, 2024
7:00 P.M.**

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

	Pg.#
1. CALL TO ORDER	
2. PLEDGE OF ALLEGIANCE	
3. ROLL CALL	
4. PRESIDING OFFICER'S REPORT	
A. Proclamation: Finance Director Corcoran Appreciation	2
5. CITY MANAGER COMMENTS	
6. DEPARTMENT HEAD COMMENTS	
7. COUNCILMEMBER COMMENTS	
8. PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA (If you would like to make a public comment, you may speak at the appropriate time using the raise your hand feature or by pressing *9 on your phone.)	
9. COMMITTEE, COMMISSION & LIAISON REPORTS	
A. Parks, Recreation, and Sustainability	
B. Police/Public Safety and Court	
C. Public Works	
D. Pierce County Regional Council	
E. Other Liaison Reports	
1. Motion: Approval of Centennial Celebration Logo	3
10. CONSENT CALENDAR	
A. Approval of vouchers /payroll checks	5
B. Office Boutique Liquor License Application	18
<i>There were no objections registered for the approval of this liquor license application.</i>	
C. Approval of Minutes: May 28, 2024, Regular Meeting	20
June 11, 2024, Regular Meeting	25
11. PUBLIC HEARING	
12. UNFINISHED BUSINESS	
A. Resolution: Approval of the 2025-2030 Transportation Improvement Program	29
13. NEW BUSINESS	
A. Resolution: South Orchard Grind & Overlay Contract	44
B. Resolution: South Orchard Water Main Upgrade Contract	52
C. Resolution: Cooperative Cities Interlocal Agreement	64
D. Resolution: Fircrest Park Maintenance Facility Contract	77
E. Resolution: RWJ Consultants Contract Extension	89
F. Discussion: Comprehensive Plan Survey Responses	93
G. Discussion: City Manager Evaluation Process	151
14. CALL FOR FINAL COMMENTS	
15. EXECUTIVE SESSION	
To Discuss Labor Negotiations, pursuant to RCW 42.30.140(4)(b)	
16. ADJOURNMENT	

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



PROCLAMATION OF THE CITY COUNCIL

WHEREAS, Colleen Corcoran was first hired at the City of Fircrest as an Administrative Technician on June 20, 1994, was reclassified to Accountant on January 1, 1997, and was promoted to Accountant II on January 1, 1999; and

WHEREAS, Colleen Corcoran was appointed as Fircrest's Finance Director on October 30, 2006, and has served in that capacity since that time; and

WHEREAS, Colleen Corcoran has served as the Acting City Manager on many occasions and selflessly served as the Interim City Manager while the City actively recruited a new City Manager; and

WHEREAS, Colleen Corcoran has played a major role in the City's financial position over the years and was instrumental in the Fircrest Parks Bond to build a new community center and pool, known as the Roy H. Murphy Community Center and the Edwards Family Aquatic Center; and

WHEREAS, Colleen Corcoran has been an invaluable, longstanding staff member and relied upon by all staff for her extensive knowledge of the City and its operations; and

WHEREAS, Colleen Corcoran will retire on July 19, 2024, after 30 years of loyal and dedicated public service.

NOW, THEREFORE, WE, MAYOR AND COUNCILMEMBERS of the City of Fircrest, do hereby proclaim our recognition and gratitude to Finance Director Colleen Corcoran for her contributions and commitment to the City of Fircrest and its community and wish her the best in her future endeavors.

Proclaimed this 25th day of June 2024.

Shannon Reynolds, Mayor

FIRCREST CITY COUNCIL AGENDA SUMMARY

DATE: June 25, 2024

NEW BUSINESS: Centennial Celebration Logo Approval

ITEM: 9E

FROM: Mayor Pro Tem Nikki Bufford

RECOMMENDED MOTION: I move to approve the Centennial Celebration Logo as depicted in Option #____.

PROPOSAL: Centennial Celebration committee members have worked collaboratively to craft a Centennial Celebration logo to commemorate this significant milestone in the City's history. Following a series of iterations and feedback from the City Council and the public at the May 28th Council meeting, the final logo options are now being presented for approval.

The design for the Centennial Celebration logo was inspired by a logo briefly used by the Town of Fircrest. The logo appeared on the back cover of *Of Lions and Dreams, of Men and Realities – An Illustrated History of Fircrest, Washington, Bicentennial Issue*, by Richard D. Osness, published in 1976. The original image as it appeared in the Bicentennial book was taken from an advertisement for the Regents Park development, prior to the Town's incorporation.

Once approved, the logo will be featured on commemorative items and used to brand all activities related to the Centennial celebration.



City of Fircrest

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WO# 145087 v1

City of Fircrest Logo

Option 1



Option 2



Option 3



Option 4



***YOU ARE THE
FINAL INSPECTOR**

This proof is submitted for your careful reading and inspection. Please check artwork and content carefully as we cannot accept responsibility for errors not known. Your job will be on hold until we receive art changes or your approval to proceed. Also, please note that we do not recommend proofing files from a cell phone, as graphics may not view properly. If at all possible please view and proof on a computer. Thank You.

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
32564	06/14/2024	06/25/2024	4298 AWC Employee Benefit Trust	775.14	07/2024 Retired Medical
	521 22 20 01	LEOFF I Medical Premiums	001 000 521 General Fund	775.14	07/2024 Retired Medical
32615	06/18/2024	06/25/2024	10519 Afifi, Osama A	200.00	Strawberry Festival Performer - 06/23/24 - "Hook Me Up Band"
	573 90 49 01	Community Events	001 000 573 General Fund	200.00	Strawberry Festival Performer - 06/23/24 - "Hook Me Up Band"
32601	06/17/2024	06/25/2024	10562 Amazon Capital Services	29.69	USB Cables (2)
	518 81 35 00	Small Tools & Equip - I/S	001 000 518 General Fund	29.69	USB Cables (2)
32570	06/14/2024	06/25/2024	5895 Amundsen, John	78.00	Library Reimbursement - 1 Year (John)
	572 21 49 00	Library Services	001 000 572 General Fund	78.00	Library Reimbursement - 1 Year (John)
32625	06/18/2024	06/25/2024	8667 Aqua Rec's Fireside Hearth N' Home	26.40	Pool Chemical Testing Supplies
	576 20 31 01	Oper Supplies - Pool Chemic	001 000 576 General Fund	26.40	Pool Chemical Testing Supplies
32611	06/18/2024	06/25/2024	3933 Asphalt Patch Systems, Inc.	5,037.41	Asphalt Patches for Water Crossings (Itaska/Daniels Dr, Eldorado/Vassar)
	534 50 48 01	Rep & Maint - Water Maint	425 000 534 Water Fund (dep	5,037.41	Asphalt Patches for Water Crossings (Itaska/Daniels Dr, Eldorado/Vassar)
32475	06/05/2024	06/25/2024	10318 Barnes, Nicky	21.89	03-00040.2 - 205 REGENTS BLVD
	343 10 00 00	Storm Drain Revenues	415 000 340 Storm Drain	-4.80	
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (dep	-5.49	
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (dep	-11.60	
32602	06/17/2024	06/25/2024	10229 Casey Civil	5,491.00	P#68 44th St. Lift Station Professional Svcs. thru March 2024
	594 35 63 03	Project Engineering - Sewer	432 000 594 Sewer Improver	5,491.00	P#68 44th St. Lift Station Professional Svcs. thru March 2024
32588	06/17/2024	06/25/2024	5805 CenturyLink (Lumen LD)	9.09	Long Distance Access & Usage 06/2024
	518 10 42 00	Communication - Non Dept	001 000 518 General Fund	9.09	Long Distance Access & Usage 06/2024
32637	06/20/2024	06/25/2024	3994 CenturyLink	495.21	Telecommunications - June 2024
	518 10 42 00	Communication - Non Dept	001 000 518 General Fund	123.34	City Hall Alarm & Fax (2) - 06/2024
	521 22 42 00	Communication - Police	001 000 521 General Fund	265.76	Police BA/Modem & Fax - 06/2024
	531 50 42 00	Communication - Storm	415 000 531 Storm Drain	10.28	PW Alarm - 06/2024

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534 10 42 00	Communication - Water Adr	425 000 534	Water Fund (dep	10.28	PW Alarm - 06/2024
534 10 42 00	Communication - Water Adr	425 000 534	Water Fund (dep	32.50	PW DSL/Telemetry - 06/2024
535 10 42 01	Communication - Sewer Adr	430 000 535	Sewer Fund (dep	10.28	PW Alarm - 06/2024
535 10 42 01	Communication - Sewer Adr	430 000 535	Sewer Fund (dep	32.50	PW DSL/Telemetry - 06/2024
542 30 42 00	Communication - Street Reg	101 000 542	City Street Fund	10.27	PW Alarm - 06/2024
32535 06/14/2024	06/25/2024 4324		City Treasurer-Tacoma	69,221.50	Fire/EMS - 07/2024
522 20 40 00	Tacoma Contract - Fire	001 000 522	General Fund	21,886.75	Fire - 07/2024
522 20 41 00	Tacoma Contract - EMS	001 000 522	General Fund	47,334.75	EMS - 07/2024
32614 06/18/2024	06/25/2024 6647		Cochran, James C.	326.00	Strawberry Festival Performer - 06/23/24 - "Hook Me Up Band"
573 90 49 01	Community Events	001 000 573	General Fund	326.00	Strawberry Festival Performer - 06/23/24 - "Hook Me Up Band"
32536 06/14/2024	06/25/2024 7918		Contreras, Alejandra	170.00	Spanish Interpreting (2 hrs) 24CR24291, 24IN24289
512 52 41 03	Prof Srvs - Interpreter - RMC	001 000 512	General Fund	170.00	Spanish Interpreting (2 hrs) 24CR24291, 24IN24289
32571 06/17/2024	06/25/2024 7918		Contreras, Alejandra	170.00	Spanish Interpreting (2 hrs) 4A0235942, 4A0301216, 4A0337163, 4A0414826
512 51 41 03	Prof Srvs - Interpreter - FMC	001 000 512	General Fund	170.00	Spanish Interpreting (2 hrs) 4A0235942, 4A0301216, 4A0337163, 4A0414826
Total Contreras, Alejandra				340.00	
32537 06/14/2024	06/25/2024 3573		Copiers Northwest Inc	16.11	Printer Usage 04/28/24-05/28/24
521 22 45 00	Oper Rentals - Copier - Polic	001 000 521	General Fund	16.11	Printer Usage 04/28/24-05/28/24
32599 06/17/2024	06/25/2024 3573		Copiers Northwest Inc	17.62	Copier Usage 05/14/24-06/13/24
521 22 45 00	Oper Rentals - Copier - Polic	001 000 521	General Fund	17.62	Copier Usage 05/14/24-06/13/24
Total Copiers Northwest Inc				33.73	
32633 06/18/2024	06/25/2024 3588		Daily Journal Of Commerce, Inc	449.50	P#83 - Advertisement for Parks Maintenance Facility
594 76 62 03	Buildings & Structures - PBC	301 000 594	Park Bond Capit	449.50	P#83 - Advertisement for Parks Maintenance Facility
32619 06/18/2024	06/25/2024 3589		Databar Inc	1,468.59	Town Topics - April 2024

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			518 10 49 01 Town Topics/Citizen Commu	001 000 518 General Fund	1,468.59 Town Topics - April 2024
32605	06/17/2024	06/25/2024	365 Dept Of Labor & Industries	13.83	2nd Qtr LNI for Chaplain (24 Hrs)
			521 22 20 00 Personnel Benefits - Police	001 000 521 General Fund	13.83 2nd Qtr LNI for Chaplain (24 Hrs)
32565	06/14/2024	06/25/2024	4310 Dept Of Revenue-EXCISE TAX	2,932.30	May 2024 Excise Taxes
			514 23 49 00 Miscellaneous - Finance	001 000 514 General Fund	3.90 May 2024 Excise Taxes
			518 20 43 01 Excise Tax - Time/Temp Ren	001 000 518 General Fund	3.30 May 2024 Excise Taxes
			531 50 44 00 Excise Tax - Storm	415 000 531 Storm Drain	22.11 May 2024 Excise Taxes
			534 10 44 00 Excise Tax - Water	425 000 534 Water Fund (dep	18.26 May 2024 Excise Taxes
			534 10 44 00 Excise Tax - Water	425 000 534 Water Fund (dep	58.19 May 2024 Excise Taxes
			534 10 44 00 Excise Tax - Water	425 000 534 Water Fund (dep	71.48 May 2024 Excise Taxes
			535 10 44 00 Excise Tax - Sewer	430 000 535 Sewer Fund (dep	56.52 May 2024 Excise Taxes
			535 10 44 00 Excise Tax - Sewer	430 000 535 Sewer Fund (dep	26.30 May 2024 Excise Taxes
			571 20 43 00 Excise Tax - Participation Fee	001 000 571 General Fund	91.01 May 2024 Excise Taxes
			576 20 31 03 Oper Supplies - Pool	001 000 576 General Fund	157.59 May 2024 Excise Taxes
			576 20 43 00 Excise Tax - Pool Revenue	001 000 576 General Fund	2,421.81 May 2024 Excise Taxes
			589 30 00 00 Retail Sales Tax	655 000 580 Agency Fund/Bd	1.83 May 2024 Excise Taxes
32562	06/14/2024	06/25/2024	9254 Doyle Printing Company	46.24	Business Cards - S Canavan (Qty 500)
			531 50 31 01 Office Supplies - Storm	415 000 531 Storm Drain	11.56 Business Cards - S Canavan (Qty 500)
			534 10 31 00 Office Supplies - Water Adm	425 000 534 Water Fund (dep	11.56 Business Cards - S Canavan (Qty 500)
			535 10 31 00 Office Supplies - Swr Admin	430 000 535 Sewer Fund (dep	11.56 Business Cards - S Canavan (Qty 500)
			542 30 31 01 Office Supplies - Street Reg	101 000 542 City Street Fund	11.56 Business Cards - S Canavan (Qty 500)
32577	06/17/2024	06/25/2024	3636 Ferguson Enterprises, LLC, #417592	49.64	Water Meter Wrench
			534 80 35 00 Small Tools & Equip - Water	425 000 534 Water Fund (dep	49.64 Water Meter Wrench
32558	06/14/2024	06/25/2024	4318 Fircrest City of - Interfund (Treasur	7,637.02	May 2024 Interfund
			518 30 47 00 Public Utility Services - City I	001 000 518 General Fund	542.18 May 2024 Interfund
			531 50 47 02 Public Utility Services - Bldg	415 000 531 Storm Drain	96.54 May 2024 Interfund
			531 50 47 02 Public Utility Services - Bldg	415 000 531 Storm Drain	1.63 May 2024 Interfund
			534 10 47 00 Utility Services/Building - W	425 000 534 Water Fund (dep	283.93 May 2024 Interfund
			534 80 47 01 Utility Services/Pumping	425 000 534 Water Fund (dep	389.62 May 2024 Interfund
			534 80 47 03 Public Utility Services - Mete	425 000 534 Water Fund (dep	3.81 May 2024 Interfund
			535 10 47 00 Utility Services/Building - Se	430 000 535 Sewer Fund (dep	283.94 May 2024 Interfund
			535 80 47 04 Public Utility Services - Mete	430 000 535 Sewer Fund (dep	3.81 May 2024 Interfund
			542 30 47 02 Electricity & Gas/Bldg - Stree	101 000 542 City Street Fund	96.54 May 2024 Interfund
			542 30 47 02 Electricity & Gas/Bldg - Stree	101 000 542 City Street Fund	1.64 May 2024 Interfund

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542 80 47 00	Public Utility Services - St Be	101 000 542	City Street Fund	177.54	May 2024 Interfund
548 65 47 00	Utility Services/Building - Sh	501 000 548	Equipment Rent	34.50	May 2024 Interfund
571 10 47 00	Public Utility Services - Rec	001 000 571	General Fund	290.43	May 2024 Interfund
576 20 47 00	Public Utility Services - Pool	001 000 576	General Fund	514.76	May 2024 Interfund
576 80 47 00	Public Utility Services - Parks	001 000 576	General Fund	4,916.15	May 2024 Interfund
32578	06/17/2024	06/25/2024	6774 Greenleaf Landscaping 1 Inc	7,642.79	Monthly Landscape Service - June 2024
518 30 41 01	Contract Maintenance	001 000 518	General Fund	3,442.18	Monthly Landscape Service - June 2024
542 80 48 00	Street Tree Maintenance (co	101 000 542	City Street Fund	1,359.74	Monthly Landscape Service - June 2024
542 80 49 03	Beautification Services (cont	101 000 542	City Street Fund	2,840.87	Monthly Landscape Service - June 2024
32618	06/18/2024	06/25/2024	10305 Gunderson Law Office PLLC	12,400.00	City of Fircrest - May 2024
515 41 41 03	City Prosecutor	001 000 515	General Fund	12,400.00	City of Fircrest - May 2024
32616	06/18/2024	06/25/2024	10520 Hennings, Aaron C	200.00	Strawberry Festival Performer - 06/23/24 - "Hook Me Up Band"
573 90 49 01	Community Events	001 000 573	General Fund	200.00	Strawberry Festival Performer - 06/23/24 - "Hook Me Up Band"
32559	06/14/2024	06/25/2024	3692 Home Depot Credit Services	114.55	Chain for Lift Station
535 80 31 00	Oper Supplies - Sewer Gen C	430 000 535	Sewer Fund (dep	114.55	Chain for Lift Station
32591	06/17/2024	06/25/2024	3692 Home Depot Credit Services	44.42	Snap Bolt, Spring Link
576 80 31 02	Oper Supplies - Parks	001 000 576	General Fund	44.42	Snap Bolt, Spring Link
32598	06/17/2024	06/25/2024	3692 Home Depot Credit Services	19.81	Well #9 - Hose Bib for Inside Usage
534 50 31 01	Oper Supplies - Water Main	425 000 534	Water Fund (dep	19.81	Well #9 - Hose Bib for Inside Usage
32631	06/18/2024	06/25/2024	3692 Home Depot Credit Services	33.02	Sod Repair at Rec
571 10 31 01	Oper Supplies - Rec	001 000 571	General Fund	33.02	Sod Repair at Rec
32632	06/18/2024	06/25/2024	3692 Home Depot Credit Services	13.21	Lights for PSB Bldg
518 30 31 02	Oper Supplies - PSB Bldg	001 000 518	General Fund	13.21	Lights for PSB Bldg
Total Home Depot Credit Services				225.01	
32613	06/18/2024	06/25/2024	10521 Hooker, Tracey D	200.00	Strawberry Festival - 06/23/24 - "Hook Me Up Band"

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573 90 49 01	Community Events		001 000 573 General Fund	200.00	Strawberry Festival - 06/23/24 - "Hook Me Up Band"
32473	06/05/2024	06/25/2024 10552	Hull, Aimee	32.97	06-00330.1 - 1231 PALM DR
343 10 00 00	Storm Drain Revenues		415 000 340 Storm Drain	-7.23	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (dep	-8.26	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (dep	-17.48	
32603	06/17/2024	06/25/2024 7893	ICMA Membership Payments	924.00	2024 Annual Membership - City Manager D. Masko
513 10 49 02	Dues/Member/Subscriptions		001 000 513 General Fund	924.00	2024 Annual Membership - City Manager D. Masko
32581	06/17/2024	06/25/2024 9955	Isenhour, Micheal Willard	39.00	Library Reimbursement - 1/2 Year
572 21 49 00	Library Services		001 000 572 General Fund	39.00	Library Reimbursement - 1/2 Year
32560	06/14/2024	06/25/2024 9817	Kenyon Disend	3,651.00	Attorney Services - May 2024
515 41 41 01	City Attorney		001 000 515 General Fund	3,651.00	Attorney Services - May 2024
32561	06/14/2024	06/25/2024 9817	Kenyon Disend	53.00	Attorney Services - May 2024 - Land Use
535 10 41 00	Prof Svcs - Sewer Admin		430 000 535 Sewer Fund (dep	53.00	Attorney Services - May 2024 - Land Use
			Total Kenyon Disend	3,704.00	
32609	06/18/2024	06/25/2024 10760	Kimley-Horn and Associates, Inc.	2,100.00	Middle Housing Project - Services thru 05/31/24
558 60 41 00	Prof Svcs - Planning		001 000 558 General Fund	2,100.00	Middle Housing Project - Services thru 05/31/24
32580	06/17/2024	06/25/2024 2763	Kosylo, Steven	78.00	Library Reimbursement - 1 Year (Carolyn)
572 21 49 00	Library Services		001 000 572 General Fund	78.00	Library Reimbursement - 1 Year (Carolyn)
32472	06/05/2024	06/25/2024 9613	Lakes, Robert	40.29	06-01415.0 - 1406 WOODSIDE DR
343 10 00 00	Storm Drain Revenues		415 000 340 Storm Drain	-8.83	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (dep	-10.10	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (dep	-21.36	
32543	06/14/2024	06/25/2024 7392	Lambert, David Loyd	78.00	Library Reimbursement - 1 Year (Martha)
572 21 49 00	Library Services		001 000 572 General Fund	78.00	Library Reimbursement - 1 Year (Martha)
32584	06/17/2024	06/25/2024 10264	Larson, Shari	1,316.00	Gentle Yoga & Chair Yoga Classes (05/01/24-05/31/24)

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571 10 49 04	Instructor Fees	001 000 571	General Fund	1,316.00	Gentle Yoga & Chair Yoga Classes (05/01/24-05/31/24)
32469	06/05/2024	06/25/2024	1200	Mantle, Carrie	54.91 01-01920.3 - 121 FARALLONE AVE
343 10 00 00	Storm Drain Revenues	415 000 340	Storm Drain	-21.52	
343 40 00 00	Sale Of Water	425 000 340	Water Fund (dep	-24.02	
343 50 00 00	Sewer Revenues	430 000 340	Sewer Fund (dep	-9.37	
32597	06/17/2024	06/25/2024	9002	McDonald & Sons Ventures LLC	725.00 Install Sewage Pump at the Commons Lift Station
535 50 48 00	Rep & Maint - Sewer Maint	430 000 535	Sewer Fund (dep	725.00	Install Sewage Pump at the Commons Lift Station
32586	06/17/2024	06/25/2024	3841	Metropolitan Ballet of Tacoma	3,458.00 Ballet Instruction 04/04/24-06/06/24
571 10 49 04	Instructor Fees	001 000 571	General Fund	3,458.00	Ballet Instruction 04/04/24-06/06/24
32576	06/17/2024	06/25/2024	5766	Multicare Cntr of Occupational Medicine	250.00 DOT Exams - 05/09/24 - Parsons
531 50 20 01	Contract Benefits - Storm	415 000 531	Storm Drain	62.50	DOT Exams - 05/09/24 - Parsons
534 10 20 01	Contract Benefits - Wtr Adm	425 000 534	Water Fund (dep	62.50	DOT Exams - 05/09/24 - Parsons
535 10 20 01	Contract Benefits - Sewer Ac	430 000 535	Sewer Fund (dep	62.50	DOT Exams - 05/09/24 - Parsons
542 30 20 01	Contract Benefits - Street Re	101 000 542	City Street Fund	62.50	DOT Exams - 05/09/24 - Parsons
32544	06/14/2024	06/25/2024	4171	Narrows Market Inc.	61.72 Card Reader Not Working At Station - Vehicle #60942
548 65 31 08	Gas - Police	501 000 548	Equipment Rent:	61.72	Card Reader Not Working At Station - Vehicle #60942
32539	06/14/2024	06/25/2024	10508	Odell, Russell M.	75.00 Pro Temp Judge - 6/6/2024 (1 hour)
512 52 41 02	Prof Svcs - Pro Temp Judges	001 000 512	General Fund	75.00	Pro Temp Judge - 6/6/2024 (1 hour)
32579	06/17/2024	06/25/2024	3923	Orca Pacific Inc	549.59 Chlorine for Wells (116 gallons)
534 80 31 03	Oper Supplies - Chlorine	425 000 534	Water Fund (dep	549.59	Chlorine for Wells (116 gallons)
32573	06/17/2024	06/25/2024	3958	PC Budget & Finance - Jail	2,548.79 Jail Services - May 2024
523 60 40 01	Jail	001 000 523	General Fund	2,548.79	Jail Services - May 2024
32593	06/17/2024	06/25/2024	8993	Pacific Office Automation - A/R	208.19 Copier Usage - 05/01/24-06/01/24
512 51 45 00	Oper Rentals - Copier - Cour	001 000 512	General Fund	29.34	Court 05/01/2024 - 06/01/24
518 10 45 00	Oper Rentals - Copier - Non	001 000 518	General Fund	129.88	City Hall 05/01/2024 - 06/01/24
531 50 45 00	Oper Rentals - Copier - Stori	415 000 531	Storm Drain	2.94	Storm 05/01/2024 - 06/01/24
534 10 45 02	Oper Rentals - Copier - Wate	425 000 534	Water Fund (dep	2.94	Water 05/01/2024 - 06/01/24
535 10 45 00	Oper Rentals - Copier - Sewer	430 000 535	Sewer Fund (dep	2.94	Sewer 05/01/2024 - 06/01/24

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542 30 45 00	Oper Rentals - Copier - Stret	101 000 542	City Street Fund	2.94	Street 05/01/2024 - 06/01/24
571 10 45 01	Oper Rentals - Copier - Rec	001 000 571	General Fund	33.49	Rec 05/01/2024 - 06/01/24
576 80 45 00	Oper Rentals - Copier - Park	001 000 576	General Fund	3.72	Parks 05/01/2024 - 06/01/24
32545	06/14/202406/25/20243945	Patriot Fire Protection, Inc		572.52	Annual Fire Sprinkler & Backflow Inspection - PW
518 30 48 03	Rep & Maint - PW	001 000 518	General Fund	572.52	Annual Fire Sprinkler & Backflow Inspection - PW
32624	06/18/202406/25/20243955	Petrocard Systems Inc		390.61	Gas/Fuel - 06/2024
548 65 31 11	Gas - Parks/Rec	501 000 548	Equipment Rent:	217.13	Parks- 06/2024
548 65 31 13	Gas - Storm	501 000 548	Equipment Rent:	173.48	Storm - 06/2024
32594	06/17/202406/25/202410221	Petty Cash-ParksRec		79.75	Petty Cash Reimbursement - 06/25/24
571 10 31 02	Senior Program Supplies	001 000 571	General Fund	79.75	Senior Morning Supplies
32470	06/05/202406/25/20245165	Platzer, Samuel		72.14	04-02530.2 - 704 FIR PARK LANE
343 10 00 00	Storm Drain Revenues	415 000 340	Storm Drain	-29.90	
343 40 00 00	Sale Of Water	425 000 340	Water Fund (dep	-27.61	
343 50 00 00	Sewer Revenues	430 000 340	Sewer Fund (dep	-14.63	
32622	06/18/202406/25/20244828	Protect Youth Sports		405.15	Background Checks for Job Applicants (May 2024)
518 11 41 00	Prof Svcs - Personnel	001 000 518	General Fund	405.15	Background Checks for Job Applicants (May 2024)
32582	06/17/202406/25/20243986	Puget Sound Energy, BOT-01H		127.77	Natural Gas - PW - May 2024
531 50 47 02	Public Utility Services - Bldg	415 000 531	Storm Drain	31.95	Natural Gas - PW - May 2024
534 10 47 00	Utility Services/Building - W	425 000 534	Water Fund (dep	31.94	Natural Gas - PW - May 2024
535 10 47 00	Utility Services/Building - Se	430 000 535	Sewer Fund (dep	31.94	Natural Gas - PW - May 2024
542 30 47 02	Electricity & Gas/Bldg - Stret	101 000 542	City Street Fund	31.94	Natural Gas - PW - May 2024
32563	06/14/202406/25/20243990	Puget Sound Specialties Inc		165.15	Base Line Field Marker - 6 Bags
576 80 31 02	Oper Supplies - Parks	001 000 576	General Fund	165.15	Base Line Field Marker - 6 Bags
32572	06/17/202406/25/20244683	Puyallup, City of		165.48	Jail Services - May 2024
523 60 40 01	Jail	001 000 523	General Fund	165.48	Jail Services - May 2024
32587	06/17/202406/25/20249360	RecDesk LLC		426.00	RecDesk Software - Variable Invoice for Additional Revenue - 6/1/23 - 5/31/24
571 10 41 01	Prof Svcs - Rec	001 000 571	General Fund	285.42	RecDesk Software - Variable Invoice for Additional Revenue - 6/1/23 - 5/31/24

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576 20 41 00	Prof Svcs - Pool		001 000 576 General Fund	140.58	RecDesk Software - Variable Invoice for Additional Revenue - 6/1/23 - 5/31/24
32541	06/14/2024	06/25/2024	337	Roberts, Christopher	25.00 Gym Fees Reimbursement - March 2024
521 22 20 00	Personnel Benefits - Police		001 000 521 General Fund	25.00	Gym Fees Reimbursement - March 2024
32542	06/14/2024	06/25/2024	337	Roberts, Christopher	25.00 Gym Fees Reimbursement - April 2024
521 22 20 00	Personnel Benefits - Police		001 000 521 General Fund	25.00	Gym Fees Reimbursement - April 2024
Total Roberts, Christopher				50.00	
32607	06/17/2024	06/25/2024	2474	Rossman, Jonathan	75.00 Security Deposit Refund, Rossman, 04/20/24
582 10 00 00	Deposit Refunds		001 000 580 General Fund	75.00	Security Deposit Refund, Rossman, 04/20/24
32585	06/17/2024	06/25/2024	10398	Rubke, Patricia	318.50 Barre Classes (Beginning Barre, Barre HIIT, Barre) 05/01/24-05/31/24
571 10 49 04	Instructor Fees		001 000 571 General Fund	318.50	Barre Classes (Beginning Barre, Barre HIIT, Barre) 05/01/24-05/31/24
32627	06/18/2024	06/25/2024	4035	Sarco Supply	65.25 Janitorial Supplies - Pool
576 20 31 02	Janitorial Supplies - Pool		001 000 576 General Fund	65.25	Janitorial Supplies - Pool
32628	06/18/2024	06/25/2024	4035	Sarco Supply	76.86 Janitorial Supplies - PSB
518 30 31 02	Oper Supplies - PSB Bldg		001 000 518 General Fund	76.86	Janitorial Supplies - PSB
32629	06/18/2024	06/25/2024	4035	Sarco Supply	76.86 Janitorial Supplies - Rec Bldg
571 10 31 04	Janitorial Supplies - Rec Bldg		001 000 571 General Fund	76.86	Janitorial Supplies - Rec Bldg
32630	06/18/2024	06/25/2024	4035	Sarco Supply	152.23 Janitorial Supplies - Pool
576 20 31 02	Janitorial Supplies - Pool		001 000 576 General Fund	152.23	Janitorial Supplies - Pool
Total Sarco Supply				371.20	
32617	06/18/2024	06/25/2024	7151	Seattle, City of	1,900.00 GPS Subscription Renewal June 2024 - May 2025
531 50 49 05	Dues/Member/Subscriptions:		415 000 531 Storm Drain	475.00	GPS Subscription Renewal June 2024 - May 2025
534 10 49 03	Dues/Member/Subscriptions:		425 000 534 Water Fund (dep	475.00	GPS Subscription Renewal June 2024 - May 2025
535 10 49 02	Dues/Member/Subscriptions:		430 000 535 Sewer Fund (dep	475.00	GPS Subscription Renewal June 2024 - May 2025
542 30 49 03	Dues/Member/Subscriptions:		101 000 542 City Street Fund	475.00	GPS Subscription Renewal June 2024 - May 2025

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32568	06/14/2024	06/25/2024	6088 Sentinel Pest Control Inc	225.34	Pest Control - PW - 06/2024
	531 50 48 00	Rep & Maint - Storm	415 000 531 Storm Drain	56.33	Pest Control - PW - 06/2024
	534 50 48 01	Rep & Maint - Water Maint	425 000 534 Water Fund (dep	56.34	Pest Control - PW - 06/2024
	535 50 48 00	Rep & Maint - Sewer Maint	430 000 535 Sewer Fund (dep	56.34	Pest Control - PW - 06/2024
	542 30 48 01	Rep & Maint - Street Maint	101 000 542 City Street Fund	56.33	Pest Control - PW - 06/2024
32569	06/14/2024	06/25/2024	6088 Sentinel Pest Control Inc	126.24	Pest Control - City Hall - 06/2024
	518 30 48 02	Rep & Maint - City Hall	001 000 518 General Fund	126.24	Pest Control - City Hall - 06/2024
			Total Sentinel Pest Control Inc	351.58	
32604	06/17/2024	06/25/2024	10791 Shea, Carr & Jewell, Inc, SCJ Alliance	39,575.18	P#73 Emerson Sidewalk Project - Professional Services 01-01-24 to 04-26-24
	595 10 63 06	Project Engineering - Street	101 000 594 City Street Fund	39,575.18	P#73 Emerson Sidewalk Project - Professional Services 01-01-24 to 04-26-24
32471	06/05/2024	06/25/2024	10014 Shivers, Melissa	10.78	02-03160.2 - 1120 GARDEN CIRCLE
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (dep	-3.46	
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (dep	-7.32	
32623	06/18/2024	06/25/2024	4068 Smith, Wayne	985.94	LEOFF 1 Medical Services - 4/15/24-5/23/24
	521 22 20 03	LEOFF I Other Medical Costs	001 000 521 General Fund	985.94	LEOFF 1 Medical Services - 4/15/24-5/23/24
32621	06/18/2024	06/25/2024	9305 SoniClear	498.00	Annual Support Renewal - Meeting Recording Software
	548 65 48 01	O & M - Legisl	501 000 548 Equipment Rent:	166.00	Annual Support Renewal - Meeting Recording Software
	548 65 48 02	O & M - Court	501 000 548 Equipment Rent:	166.00	Annual Support Renewal - Meeting Recording Software
	548 65 48 10	O & M - Planning	501 000 548 Equipment Rent:	166.00	Annual Support Renewal - Meeting Recording Software
32468	06/05/2024	06/25/2024	10607 Squiers, Sarah	275.77	04-00940.1 - 1015 BRENTWOOD PL
	343 10 00 00	Storm Drain Revenues	415 000 340 Storm Drain	-70.13	
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (dep	-77.61	
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (dep	-128.03	
32574	06/17/2024	06/25/2024	4084 Staples Business Advantage	63.68	Office Supplies - Central

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	518 10 34 01 Office Supplies - Central		001 000 518 General Fund	63.68	Office Supplies - Central
32546	06/14/2024	06/25/2024	4110 Superior Linen Service	49.12	Linen Service 05/17/24 - Public Works
	518 30 48 03 Rep & Maint - PW		001 000 518 General Fund	49.12	Linen Service 05/17/24 - Public Works
32547	06/14/2024	06/25/2024	4110 Superior Linen Service	52.42	Linen Service 05/01/24 - Pool Party Room
	576 20 49 02 Miscellaneous - Pool		001 000 576 General Fund	52.42	Linen Service 05/01/24 - Pool Party Room
32548	06/14/2024	06/25/2024	4110 Superior Linen Service	49.12	Linen Service 05/31/24 - Public Works
	518 30 48 03 Rep & Maint - PW		001 000 518 General Fund	49.12	Linen Service 05/31/24 - Public Works
32549	06/14/2024	06/25/2024	4110 Superior Linen Service	54.46	Linen Service 05/15/24 - Pool Party Room
	576 20 49 02 Miscellaneous - Pool		001 000 576 General Fund	54.46	Linen Service 05/15/24 - Pool Party Room
32550	06/14/2024	06/25/2024	4110 Superior Linen Service	124.77	Linen Service 05/01/24 - Rec Center
	518 30 48 01 Rep & Maint - Rec Bldg		001 000 518 General Fund	124.77	Linen Service 05/01/24 - Rec Center
32551	06/14/2024	06/25/2024	4110 Superior Linen Service	54.46	Linen Service 05/29/24 - Pool Party Room
	576 20 49 02 Miscellaneous - Pool		001 000 576 General Fund	54.46	Linen Service 05/29/24 - Pool Party Room
32552	06/14/2024	06/25/2024	4110 Superior Linen Service	124.77	Linen Service 05/29/24 - Rec Center
	518 30 48 01 Rep & Maint - Rec Bldg		001 000 518 General Fund	124.77	Linen Service 05/29/24 - Rec Center
32553	06/14/2024	06/25/2024	4110 Superior Linen Service	124.77	Linen Service 05/15/24 - Rec Center
	518 30 48 01 Rep & Maint - Rec Bldg		001 000 518 General Fund	124.77	Linen Service 05/15/24 - Rec Center
32554	06/14/2024	06/25/2024	4110 Superior Linen Service	81.41	Linen Service 05/17/24 - City Hall
	518 30 48 02 Rep & Maint - City Hall		001 000 518 General Fund	81.41	Linen Service 05/17/24 - City Hall
32555	06/14/2024	06/25/2024	4110 Superior Linen Service	81.41	Linen Service 05/31/24 - City Hall
	518 30 48 02 Rep & Maint - City Hall		001 000 518 General Fund	81.41	Linen Service 05/31/24 - City Hall
32556	06/14/2024	06/25/2024	4110 Superior Linen Service	49.12	Linen Service 05/03/24 - Public Works
	518 30 48 03 Rep & Maint - PW		001 000 518 General Fund	49.12	Linen Service 05/03/24 - Public Works
32557	06/14/2024	06/25/2024	4110 Superior Linen Service	81.41	Linen Service 05/03/24 - City Hall
	518 30 48 02 Rep & Maint - City Hall		001 000 518 General Fund	81.41	Linen Service 05/03/24 - City Hall

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			Total Superior Linen Service	927.24	
32634	06/18/2024	06/25/2024	4120 Tacoma Daily Index	733.12	May 2024 Publications
511 60 41 01	Advertising - Legisl	001 000 511	General Fund	86.25	6-Year TIP Public Hearing & Ordinance 1724
521 10 41 01	Advertising - Civil Svc	001 000 521	General Fund	43.12	Civil Service - Special Meeting - 06/24/24
594 76 62 03	Buildings & Structures - PBC	301 000 594	Park Bond Capit	255.00	P#83 Parks Maintenance Facility Upgrade Project
595 32 63 01	Street Improvements	101 000 542	City Street Fund	348.75	P#77 Orchard St. Grind & Overlay RFB
32626	06/18/2024	06/25/2024	4135 Tacoma Screw Products Inc	221.98	Hooks for Sound Mats at Fircrest Tennis Courts
576 80 31 02	Oper Supplies - Parks	001 000 576	General Fund	221.98	Hooks for Sound Mats at Fircrest Tennis Courts
32583	06/17/2024	06/25/2024	6950 Tacoma Trophy	307.97	Car Show Awards (18)
573 90 49 01	Community Events	001 000 573	General Fund	307.97	Car Show Awards (18)
32612	06/18/2024	06/25/2024	4322 Tacoma, City of - POWER	7,477.18	Power - Various Locations - May 2024
518 30 47 00	Public Utility Services - City I	001 000 518	General Fund	643.71	City Hall Power - 05/2024
531 50 47 02	Public Utility Services - Bldg	415 000 531	Storm Drain	71.40	PW Power - 05/2024
534 10 47 00	Utility Services/Building - Wi	425 000 534	Water Fund (dep	71.39	PW Power - 05/2024
534 80 47 01	Utility Services/Pumping	425 000 534	Water Fund (dep	917.62	PW, Well #4, Golf Course - 05/2024
535 10 47 00	Utility Services/Building - Se	430 000 535	Sewer Fund (dep	71.39	PW Power - 05/2024
535 80 47 01	Utility Services/Pumping	430 000 535	Sewer Fund (dep	1,017.41	Pumps/LS Power - 05/2024
542 30 47 02	Electricity & Gas/Bldg - Stre	101 000 542	City Street Fund	71.40	PW Power - 05/2024
542 30 47 03	Electricity/Traffic Lights	101 000 542	City Street Fund	36.18	Traffic Control - 05/2024
542 63 47 00	Electricity/Street Lights	101 000 542	City Street Fund	1,363.66	Street Lights - 05/2024
548 65 47 00	Utility Services/Building - Sh	501 000 548	Equipment Rent	37.38	F&E Garage Power - 05/2024
571 10 47 00	Public Utility Services - Rec	001 000 571	General Fund	903.78	Rec Center Power - 05/2024
576 20 47 00	Public Utility Services - Pool	001 000 576	General Fund	1,258.49	Pool Power - 05/2024
576 80 47 00	Public Utility Services - Parks	001 000 576	General Fund	1,013.37	Parks Power - 05/2024
32608	06/18/2024	06/25/2024	4139 Tapco Visa Card	810.00	Tapco Charges thru 06/14/24
513 10 49 01	Reg & Tuition - Admin	001 000 513	General Fund	810.00	ICMA 2024 Annual Conference - D Masko
32610	06/18/2024	06/25/2024	10777 The TSM SHOP, Willie Combs	1,836.00	Car Show T-Shirts (Qty 141)
573 90 49 01	Community Events	001 000 573	General Fund	1,836.00	Car Show T-Shirts (Qty 141)
32596	06/17/2024	06/25/2024	4151 Tools Plus Industries LLC	268.20	Safety Vests (12)
531 50 35 00	Small Tools & Equip - Storm	415 000 531	Storm Drain	67.05	Safety Vests
534 80 35 00	Small Tools & Equip - Water	425 000 534	Water Fund (dep	67.05	Safety Vests

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535 80 35 00	Small Tools & Equip - Sewer	430 000 535	Sewer Fund (dep	67.05	Safety Vests
542 30 35 00	Small Tools & Equip - Street	101 000 542	City Street Fund	67.05	Safety Vests
32566	06/14/2024	06/25/2024	6278 Tucker, Ben	78.00	Library Reimbursement - 1 Year (Ben)
572 21 49 00	Library Services	001 000 572	General Fund	78.00	Library Reimbursement - 1 Year (Ben)
32606	06/17/2024	06/25/2024	8484 US Bank, Recreation Dept Account	1,727.14	P-Card Charges thru 06/25/24
571 10 31 01	Oper Supplies - Rec	001 000 571	General Fund	143.30	Basketball Net Supplies
571 10 49 02	Reg & Tuition - Rec	001 000 571	General Fund	10.00	Food Handler's Card - A Kropelnicki
573 90 49 01	Community Events	001 000 573	General Fund	560.12	Community Event Supplies - Fun Days
576 20 31 04	Repair Supplies - Pool	001 000 576	General Fund	278.83	Pool Boiler - PC Board
576 20 31 05	Swim Team Supplies	001 000 576	General Fund	309.37	Caps for Swim Team
576 20 35 00	Small Tools & Equip - Pool	001 000 576	General Fund	329.12	Safe for Pool Office, Scanner
594 76 62 03	Buildings & Structures - PBC	301 000 594	Park Bond Capit	96.40	P#64 06/2024 Container Rental
32620	06/18/2024	06/25/2024	4179 Unum Life Insurance Company of America	56.90	Retired Benefits - June 2024
521 22 20 02	LEOFF I Long Term Care Pre	001 000 521	General Fund	56.90	Retired Benefits - June 2024
32540	06/14/2024	06/25/2024	4180 Utilities Underground	63.14	Locates 05/2024
534 10 49 00	Miscellaneous - Water Admi	425 000 534	Water Fund (dep	31.57	Locates 05/2024
535 10 49 00	Miscellaneous - Sewer Admi	430 000 535	Sewer Fund (dep	31.57	Locates 05/2024
32575	06/17/2024	06/25/2024	2418 Vigoren*, Greg	78.00	Library Reimbursement - 1 Year (Jennifer)
572 21 49 00	Library Services	001 000 572	General Fund	78.00	Library Reimbursement - 1 Year (Jennifer)
32600	06/17/2024	06/25/2024	9716 Watermen, Inc	227.78	Lifeguard Bathing Suits (4)
576 20 31 03	Oper Supplies - Pool	001 000 576	General Fund	227.78	Lifeguard Bathing Suits (4)
32567	06/14/2024	06/25/2024	8270 Whepley, Katherine	78.00	Library Reimbursement - 1 Year (Brian)
572 21 49 00	Library Services	001 000 572	General Fund	78.00	Library Reimbursement - 1 Year (Brian)
32476	06/05/2024	06/25/2024	4773 White, Frank	62.53	02-01110.7 - 355 CONTRA COSTA AVE
343 10 00 00	Storm Drain Revenues	415 000 340	Storm Drain	-28.41	
343 40 00 00	Sale Of Water	425 000 340	Water Fund (dep	-32.28	
343 50 00 00	Sewer Revenues	430 000 340	Sewer Fund (dep	-1.84	
32589	06/17/2024	06/25/2024	4256 Winning Seasons	4,404.00	Youth Baseball Shirts (203)
571 10 31 06	Program Supplies - Youth	001 000 571	General Fund	4,404.00	Youth Baseball Shirts (203)

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32590	06/17/2024	06/25/2024	4256 Winning Seasons	770.70	Peewee Soccer Shirts (Qty 80)
	571 10 31 06	Program Supplies - Youth	001 000 571 General Fund	770.70	Peewee Soccer Shirts (Qty 80)
32592	06/17/2024	06/25/2024	4256 Winning Seasons	805.93	Staff Apparel - Zip Hoodies (2), Crews (4), T-shirts (61)
	571 10 31 01	Oper Supplies - Rec	001 000 571 General Fund	805.93	Staff Apparel - Zip Hoodies (2), Crews (4), T-shirts (61)
Total Winning Seasons				5,980.63	
32595	06/17/2024	06/25/2024	5286 Winsupply	135.78	Irrigation Repairs on Islands
	542 80 31 04	Oper Supplies - Beautificatic	101 000 542 City Street Fund	135.78	Irrigation Repairs on Islands
32538	06/14/2024	06/25/2024	10035 Zoom Video Communications	1,432.18	Monthly Phone Rental- 5/31/24-06/29/24
	513 10 42 00	Communication - Admin	001 000 513 General Fund	79.64	Meeting Webinar & Recording - 5/31/24-06/29/24
	518 10 42 00	Communication - Non Dept	001 000 518 General Fund	1,020.09	Monthly Phone Service - 5/31/24-06/29/24
	591 18 70 10	Lease Payments - Non-Dept	001 000 591 General Fund	332.45	Monthly Phone Rental - 5/31/24-06/29/24
Report Total:				200,975.41	

Fund

001 General Fund	134,068.00
101 City Street Fund	46,724.87
301 Park Bond Capital Fund	800.90
415 Storm Drain	1,080.11
425 Water Fund (department)	8,441.26
430 Sewer Fund (department)	3,345.23
432 Sewer Improvement Fund	5,491.00
501 Equipment Rental Fund	1,022.21
655 Agency Fund/Bdg Permit	1.83

This report has been reviewed by:

REMARKS:

Signature & Title

Date



LIQUOR LICENSE REQUEST

Applicant Information

Licensee Name:	Jennifer Mae Luna
Establishment Name:	The Office Boutique LLC
Address:	2101 Mildred St W
License Number:	437141
Request Received:	06/17/24
Expiration Date:	N/A

Department Comments

Finance

No concerns.

Planning and Building

Commercial use, retail is a permitted use in the Mixed-Use Urban (MUU) zoning district. I have no objections to this liquor license application.

Police

No concerns.

Colleen Corcoran

Director Signature

06/27/24

Date

Mark Newman

Director Signature

06/27/24

Date

Ron Schaub

Director Signature

06/27/24

Date



NOTICE OF LIQUOR LICENSE APPLICATION

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

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

TO: CITY MANAGER
RE: NEW APPLICATION

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

DATE: 6/17/24

UBI: [REDACTED]

License: [REDACTED] - 2F County: 27
Tradename: THE OFFICE BOUTIQUE LLC

Address: 2053 MILDRED ST W
FIRCREST WA 98466-6133

APPLICANTS:

THE OFFICE BOUTIQUE LLC

LUNA, JENNIFER MAE

[REDACTED]
LOFTIN, MATTHEW
[REDACTED]

Phone No.: [REDACTED] JENNIFER LUNA

Privileges Applied For:
BEER/WINE GIFT DELIVERY

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

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

DATE

SIGNATURE OF MAYOR,CITY MANAGER,COUNTY COMMISSIONERS OR DESIGNEE

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.

PRESIDING OFFICER’S REPORT

Mayor Reynolds invoked Rule 20, Order of Business in the Fircrest City Council Rules, and requested to modify the Council agenda to move New Business Item 13C. Motion: Display the Pride Flag under the Presiding Officer’s Report Item 4C. There were no objections noted by the Council.

A. Proclamation: Planning Commissioner Hamel Appreciation

Councilmember George read the proclamation titled Planning Commissioner Hamel Appreciation into the record. **Councilmember George MOVED to authorize the Mayor's signature on the proclamation proclaiming the recognition of Planning Commissioner Sarah Hamel's, P.E., contributions and commitment to the City of Fircrest; seconded by Councilmember Bufford.** Mayor Reynolds invited councilmember comment. Councilmember George expressed his gratitude for Planning Commissioner Hamel’s commitment to the voluntary service. Mayor Reynolds invited public comment.

- Sarah Hamel, address not provided, commented on the honor to serve on the Planning Commission.

The Motion Carried (7-0).

B. Proclamation: Pride Month

Councilmember Bufford read the proclamation Pride Month into the record. **Councilmember Bufford MOVED to authorize the Mayor's signature on the proclamation proclaiming the month of June as LGBTQ+ Pride Month in the City of Fircrest; seconded by Councilmember Mauer-Smith.** Mayor Reynolds invited councilmember comment. There was a brief discussion on combining the proclamation and motion to display the pride flag into one motion.

Mayor Reynolds stated that an amendment would be required to combine the motions and amendments are non-debatable.

Councilmember Andrews MOVED to combine the discussion of the Mayor’s signature on the proclamation proclaiming the month of June as LGBTQ+ Pride Month in the City of Fircrest and the Motion to display of the Pride Flag under the American Flag for the month of June. This Motion to combine the two legislative items failed due to a lack of a second to support the Motion.

Mayor Reynolds invited public comment for the LGBTQ+ Pride Month Proclamation.

At 7:11 P.M., Councilmember Viafore requested a five-minute recess. There were no objections noted by the Council. The Council reconvened at 7:15 P.M.

Mayor Reynolds invited public comment for the LGBTQ+ Pride Month Proclamation.

The following individuals addressed the Council and expressed concern;

- Chris Johnson
- Nancy Lashpell
- David Nichols
- Vince Navarre
- Robert Leandro
- Sarah Sherman

The following individuals addressed the Council and expressed support;

- Jen Haggard
- Lisa Kremer
- Sherry Jansen
- Sue Little
- Deanna Nuttbrock-Allen
- Marc Rieke, Former Councilmember
- Whitney Emge
- Joe Barrentine, Former Councilmember

Council discussions included the proclamation process and public participation, redundancy, providing community support, creating a unified and undivided community, and thanking meeting attendees.

The Motion Carried (7-0), with Councilmember Andrews abstaining.

C. Motion: Display Pride Flag for the Month of June

Councilmember Bufford MOVED to display the Pride Flag at City Hall and the Roy H. Murphy Community Center flag poles for the Month of June; seconded by Councilmember Mauer-Smith. Mayor Reynolds invited councilmember comment. Council discussion included flying the Pride Flag with the American Flag, location alternatives, and community support. Mayor Reynolds invited public comment for displaying the Pride Flag.

The following individuals addressed the Council and expressed concern;

- Brian Rybolt
- Chris Johnson
- Vince Navarre
- Robert Leandro
- David Nichols
- Elaine Herfield
- Sarah Sherman
- Morgan Medlock
- Carrie Kaelin

The following individuals addressed the Council and expressed support;

- Marc Rieke, Former Councilmember

- Lisa Kremer
- Jen Haggard
- Jillian Adkins
- Chris Allan
- Rick Little

Council discussions included a second flagpole, providing community support, community representation, flying the Pride Flag with the American Flag, location alternatives, and thanking meeting attendees.

Mayor Reynolds requested a roll call vote: Viafore – Aye; Mauer-Smith – Aye; Wittner – Aye; George – Aye; Bufford – Aye; Andrews – Nay

The Motion Carried (6-1).

At 8:42 P.M., Mayor Reynolds reported that the Council would take a five-minute recess and reconvene at 8:47 P.M.

Councilmember Viafore left the meeting at 8:47 and was excused.

CITY MANAGER COMMENTS

City Manager Masko reported on the Finance Director recruitment and provided an update on the City's annual financial report and current staffing. She reported on the Pierce County Emergency Management's City Liaison program. Lastly, she reported on the City's middle housing consultant's proposed open house in late July and the second flagpole quote.

DEPARTMENT HEAD COMMENTS

There were none.

COUNCILMEMBER COMMENTS

- Councilmember Bufford thanked Public Works for repairing the Whittier Park Trail bridge and commented on the Emerson Street flags and flower baskets.
- Councilmember Wittner thanked Acting City Clerk Burkhardt for the information on the panic button and alarm.
- Councilmember George gave his condolences on the passing of Tacoma City Councilmember Catherine Ushka. He also commented on the Fircrest pool opening.
- Councilmember Andrews thanked Public Works Director Bemis for flying the Prisoner of War (POW) flag, stated that his father-in-law was a POW in Korea, and referenced RCW 1.20.017 Display of the National League of Families' POW/MIA flag for dates to fly the flag.

PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA

Mayor Reynolds invited public comment. There were none.

COMMITTEE, COMMISSION, AND LIAISON REPORTS

A. Parks, Recreation, and Sustainability

There was no report.

B. Police/Public Safety and Court

Councilmember Bufford reported on the upcoming National Night Out event planning, and staffing meeting on new pursuit laws, and was debriefed on the Washington Association of Sheriffs and Police Chief (WASPC) conference.

C. Public Works

Councilmember Andrews commented on the Fircrest recreation programming.

D. Pierce County Regional Council

Councilmember Reynolds reported on the discussion of hospital capacity. The upcoming Pierce County Regional Council meeting agenda's topic will be transportation. She lastly reported on the passing of Tacoma City Councilmember Catherine Ushka.

E. Other Liaison Reports

There was no report.

E1. Centennial Celebration Logo Discussion

Councilmember Bufford reported on the centennial email address and public participation. She provided an overview of the proposed centennial logo options and requested Council feedback. Council discussions included color scheme, font, and water tower.

CONSENT CALENDAR

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

- A. Approval of Check No. 221267 through 221325 an amount of \$600,351.53
Approval of payroll electronic funds transfer in the amount of \$163,855.34
- B. Approval of the May 14, 2024, Regular meeting minutes
Approval of the May 20, 2024, Study Session meeting minutes
- C. Setting a Public Hearing on June 11, 2024, at 7:15 pm or shortly thereafter to receive comments on the City's 6-Year Comprehensive Transportation Improvement Program.

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

The Motion Carried (6-0).

PUBLIC HEARING

There was no public hearing scheduled.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

A. Police 2023 Year-End Report

Police Chief Schaub provided an overview of the 2023 Year-End Police Report. The report included 2023 calls for service data, enforcement rates, community outreach efforts, and events. There was a brief discussion on the youth intervention program started by Former Pierce County Undersheriff Rob Masko.

B. Resolution No. 1905: Electron Way/Contra Costa Ave. Project TIB Grant Agreement

Public Works Director Bemis briefed the Council on the proposed resolution and highlighted that the grant agreement will fund \$65,847 to complete the entire intersection of Electron Way and Contra Costa Ave upgrades. **Councilmember Wittner MOVED to adopt Resolution No. 1905, authorizing the City Manager to execute a Fuel Tax Grant Agreement with the Washington State Transportation Improvement Board (TIB) for \$65,847 for the Electron Way & Contra Costa Avenue Intersection Improvement Project; seconded by Councilmember Mauer-Smith.** Mayor Reynolds invited Councilmember comment. There was a brief discussion thanking staff for their efforts on this grant. Mayor Reynolds invited public comment.

- Brian Rybolt, address not provided, commented on grant funding from Washington's Climate Commitment Act and the rock retaining wall on Contra Costa Ave status.

There was a brief discussion on the encumbered grant funds.

The Motion Carried (6-0).

CALL FOR FINAL COMMENTS

Councilmember Andrews provided a brief update on the rock retaining wall on Contra Costa Ave.

ADJOURNMENT

Councilmember Bufford MOVED to adjourn the meeting at 9:30 P.M., seconded by Councilmember George.

The Motion Carried (6-0).

Shannon Reynolds, Mayor

Arlette Burkhart, Acting City Clerk

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, Nikki Bufford, and Jim Andrews were present. Councilmember Brett L. Wittner was absent and excused. Councilmember Hunter T. George entered the meeting at 7:16 P.M. virtually.

PRESIDING OFFICER’S REPORT**A. Proclamation: Flag Day**

Councilmember Andrews read the proclamation Flag Day into the record. **Councilmember Viafore MOVED to authorize the Mayor’s signature on the proclamation proclaiming June 14, 2024, as Flag Day in the City of Fircrest; seconded by Councilmember Bufford.** Mayor Reynolds invited Councilmember comment; none were provided. Mayor Reynolds invited public comment; none were provided.

The Motion Carried (5-0).**B. Proclamation: Ride Transit Month**

Councilmember Mauer-Smith read the proclamation Ride Transit Month into the record. **Councilmember Bufford MOVED to authorize the Mayor’s signature on the proclamation proclaiming the month of June 2024 as Ride Transit Month in the City of Fircrest; seconded by Councilmember Mauer-Smith.** Mayor Reynolds invited Councilmember comment. There was a brief discussion to change the term Latinx to people of Latin descent. There were no objections noted by the Council. Mayor Reynolds invited public comment.

- Pierce Transit Chief Executive Officer Mike Griffus provided a brief overview of Pierce Transit’s services.

The Motion Carried (5-0).**CITY MANAGER COMMENTS**

City Manager Masko reported on the development of the Mildred Street property, and upcoming Council photos, and stated that she will be attending the Association of Washington Cities (AWC) Annual Conference and Business Meeting.

DEPARTMENT HEAD COMMENTS

- Parks and Recreation Director Grover reported about pool passes and visits, and upcoming swimming lessons. Discussions included yearly pool data and the community yard sale event.
- Public Works Director Bemis reported on the new Public Works Office Coordinator Sherry Canavan, Comcast fiber optic installation, and development at Anchor Church.
- Police Chief Schaub reported that the City made an offer to an out-of-state lateral candidate, the upcoming National Night Out event, accident review training, and the radio single system.

COUNCILMEMBER COMMENTS

- Councilmember Viafore; no comment.
- Councilmember Mauer-Smith; no comment.

- Councilmember Bufford; no comment.
- Councilmember Andrews; no comment.
- Mayor Reynolds; no comment.
- Councilmember George acknowledged and congratulated all 2024 school graduates.

PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA

Mayor Reynolds invited public comment. There were none.

COMMITTEE, COMMISSION, AND LIAISON REPORTS

A. Administration

There was no report.

B. Built Environment, Planning, and Building

Councilmember George reported on the new Permit Coordinator/Assistant Planner, the Comprehensive Plan Periodic Update grant reimbursement, and the upcoming middle housing study session.

C. Finance, Information Technology, and Facilities

Councilmember Mauer-Smith provided a report on Facilities that included the Fircrest Parks Maintenance Facility, and the tennis court sound dampening mats.

The Information Technology and Finance report included timesheet training, the City's annual financial report, and month-end reports.

There was a brief discussion on the effectiveness of the sound-dampening mats.

D. Other Liaison Reports

Mayor Reynolds reported on Pierce County Regional Council's (PCRC) upcoming special meeting regarding the award of transit funding. Lastly, the City of Carbonado joined PCRC.

The Pierce County Cities and Towns report included soliciting topic suggestions for their next meeting.

The Pierce Transit report included the redevelopment of the Tacoma Dome station.

Councilmember George entered the Council Chambers at 7:29 P.M.

CONSENT CALENDAR

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

- A. Approval of Check No. 14372 through 14373 in the amount of \$9,208.50
- Approval of the Check No. 14374 through No. 14380 in the amount of \$235,571.97
- Approval of Check No. 221323 through 221375 in the amount of \$151,214.37
- Approval of payroll electronic funds transfer in the amount of \$164,132.95

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

The Motion Carried (6-0).

PUBLIC HEARING

At 7:30 P.M., Mayor Reynolds opened the public hearing. Public Works Director Bemis briefed the Council on the City's 6-Year Transportation Improvement Plan, stating the public hearing was to receive comments on the City's 6-Year Transportation Improvement Plan. Mayor Reynolds invited Councilmember comments. There was a brief discussion on Regents Blvd construction funding.

Mayor Reynolds invited public testimony; none were provided.

At 7:35 P.M., Mayor Reynolds closed the public hearing.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

A. Resolution No. 1906: Fun Days Performers and Entertainment Agreements

Parks and Recreation Director Grover briefed the Council on the proposed resolution and highlighted that the agreement would provide entertainment at the Fun Days event. **Councilmember Bufford MOVED to adopt Resolution No. 1906, authorizing the City Manager to execute agreements with performers and entertainers for entertainment at the 2024 Fircrest Fun Days event in an amount not to exceed \$22,500; seconded by Councilmember Mauer-Smith.** Mayor Reynolds invited Councilmember comments; none were provided. Mayor Reynolds invited public comment; none were provided.

The Motion Carried (6-0).

B. Resolution No. 1907: Suspension of Comprehensive Plan Docket Requests

Community Development Director Newman briefed the Council on the proposed resolution and highlighted that suspending docket requests would allow staff to focus on the Comprehensive Plan and the Middle Housing update. Councilmember Bufford MOVED to adopt Resolution No. 1907, suspending Comprehensive Plan docket requests for the year 2024 and until the adoption of the 2024 Comprehensive Plan; seconded by Councilmember Mauer-Smith. Mayor Reynolds invited Councilmember comments. Council discussion included public feedback opportunities, communication with the public, and the Comprehensive Plan Update Public Hearing process.

Councilmember Mauer-Smith left the meeting at 7:36 P.M. and returned at 7:38 P.M.

Mayor Reynolds invited public comment.

- Brian Rybolt, 38-year resident, commented on the Comprehensive Plan Update survey results, and its mailers.

The Motion Carried (5-1), with Councilmember Andrews dissenting.

C. Resolution No. 1908: Electron /Contra Costa Project Design Contract Amendment

Public Works Director Bemis briefed the Council on the proposed resolution and highlighted that the amendment would allow for the change of project scope for the Electron Way and Contra Costa Ave intersection ADA improvements. **Councilmember Bufford MOVED to adopt Resolution No. 1908, authorizing the City Manager to execute a contract amendment to the Professional Services Agreement with KPG Psomas for additional engineering design services 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 curb bulb-outs. Mayor Reynolds invited public comment; none were provided.

The Motion Carried (6-0).

D. Resolution No. 1909: Water Meter Exchange Project Contract

Public Works Director Bemis briefed the Council on the proposed resolution and highlighted that the contract would be funded by designated ARPA funds. **Councilmember Bufford MOVED to adopt Resolution No. 1909, authorizing the City Manager to execute a Contract for Services with Pape & Sons Construction, Inc. for water meter installation services in connection with the Water Meter Exchange Project.; seconded by Councilmember Mauer-Smith.** Mayor Reynolds invited Councilmember comments. Council discussion included installed meters and contract accountability. Mayor Reynolds invited public comment; none were provided.

The Motion Carried (6-0).

CALL FOR FINAL COMMENTS

Councilmember Viafore commented on the number of proposals for the Fircrest Park Maintenance Facility and exit interviews with closing businesses.

Councilmember George commented on the Contra Costa Ave traffic and parking issue.

EXECUTIVE SESSION

There was no executive session scheduled.

ADJOURNMENT

Councilmember Bufford MOVED to adjourn the meeting at 8:00 P.M., seconded by Councilmember George.

The Motion Carried (6-0).

Shannon Reynolds, Mayor

Arlette Burkhart, Acting City Clerk

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: Adoption of 2025-2030 Six-Year Comprehensive Transportation Improvement Program

ITEM: 12A

DATE: June 25, 2024

FROM: Tyler Bemis, Public Works Director

RECOMMENDED MOTION: I move to adopt Resolution No. _____, approving the City of Fircrest's Six-Year Comprehensive Transportation Improvement Program for the period of 2025-2030.

PROPOSAL: The Council is being asked to approve the updated Six-Year Comprehensive Transportation Improvement Program (TIP) for the period of 2025-2030. The need to leverage local dollars through grant applications is important to the City. The TIP is not only intended to identify projects for funding but to establish City Council approval to submit grant applications on those programs within the TIP. It should be noted that for a project to obtain State or Federal funding, it must be included in the City's Six-Year Transportation Improvement Program.

FISCAL IMPACT: None. This is a planning document and, therefore, is not anticipated to have any significant, direct fiscal impact. However, the projects within the TIP have a significant fiscal impact, and these will be evaluated separately through the budget and project review and approval processes. The adoption of the TIP also allows the projects identified to be grant-eligible.

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

DISADVANTAGES: None known.

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

BACKGROUND: Each year, all cities, towns, and other jurisdictions are required to review and update their respective transportation improvement plans. This requirement provides the framework for jurisdictional coordination of planning documents as well as the ability to compile individual plans into regional plans for the purpose of determining State, regional, and local transportation needs. Prior to the adoption of a new TIP, jurisdictions are required to conduct a

public hearing on this subject to include the input of the public at large. A public hearing on the City's TIP was held at the regular City Council meeting on June 11, 2024.

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

[RCW 35.77.010](#) also requires each city to specifically set forth those projects and programs of regional significance for inclusion in the transportation improvement program for that region. No projects included in this TIP are considered regionally significant.

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

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

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

ATTACHMENTS: [Resolution](#)
[2025-2030 Six-Year TIP](#)
[SEPA Public Comment Period Notice](#)
[SEPA FAQs](#)

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, ADOPTING THE 2025-2030 SIX-
YEAR COMPREHENSIVE TRANSPORTATION IMPROVEMENT
PROGRAM.**

WHEREAS, the City of Fircrest, pursuant to [RCW 35.77.010](#), is required to annually update its Six-Year Comprehensive Transportation Improvement Program (“Program”) and file a copy of the adopted plan with the Secretary of the Washington State Department of Transportation; and

WHEREAS, a public hearing on the proposed Program was held on June 11, 2024, and no comments on the proposed Program were received; and

WHEREAS, the City Council has considered the proposed priority array and determined that the priorities of projects identified in the Program appear to be in the best interest of the City and its residents.

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

Section 1. The 2025-2030 Six-Year Comprehensive Transportation Improvement Program, dated June 25, 2024, is hereby adopted as the Six-Year Comprehensive Transportation Improvement Program for the City of Fircrest from and after January 1, 2025, and until amended by subsequent action of the City Council.

Section 2. The City Clerk or designee is hereby authorized and directed to forward copies of the 2025-2030 Comprehensive Transportation Improvement Program to the appropriate State, regional, and local agencies and to file the same in the official City records.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 25th day of June 2024.

APPROVED:

Shannon Reynolds, Mayor

ATTEST:

Arlette Burkhardt, Acting City Clerk

APPROVED AS TO FORM:

Robert Zeinemann, City Attorney



CITY OF FIRCREST

2025-2030

Transportation Improvement Program

ACKNOWLEDGEMENTS

Fircrest City Council

Shannon Reynolds, Mayor
Nikki Bufford, Mayor Pro Tempore
David M. Viafore
Brett L. Wittner
Hunter T. George
Karen Mauer-Smith
Jim Andrews

City Manager

Dawn Masko

Public Works

Tyler Bemis, Director
Jeff Davis, Utility Foreman
Jim Marzano, Utility Service Person II
Russ Parsons, Utility Service Person II
Tim Piercy, Utility Service Person II
Salvador Marez, Utility Service Person II
Sherry Canavan, Office Coordinator
Holly Veliz, Utility Billing Assistant

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PREFACE

Chapters [35.77.010](#) and [35.77.015](#) of the Revised Code of Washington (RCW) provide that each city shall annually update its Six-Year Comprehensive Transportation Program and, after a public hearing thereon, file a copy of the adopted Program with the Secretary of the Washington State Department of Transportation (WSDOT) by July 1 of each year. The Program is necessary to allow cities and counties to obtain State and Federal funding. For a project to obtain funding from the State, it must appear in the agency's current Program. Because the state also disperses federal highway funds, this requirement applies to federally funded projects as well.

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

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

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

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

NON-DISCRIMINATION

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

GRANT APPLICATIONS AND LEVERAGING LOCAL DOLLARS

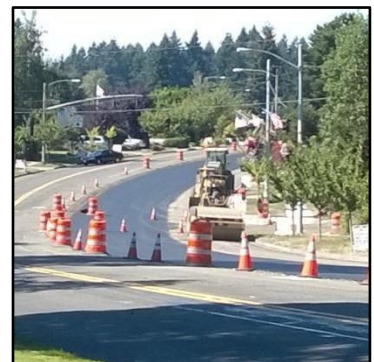
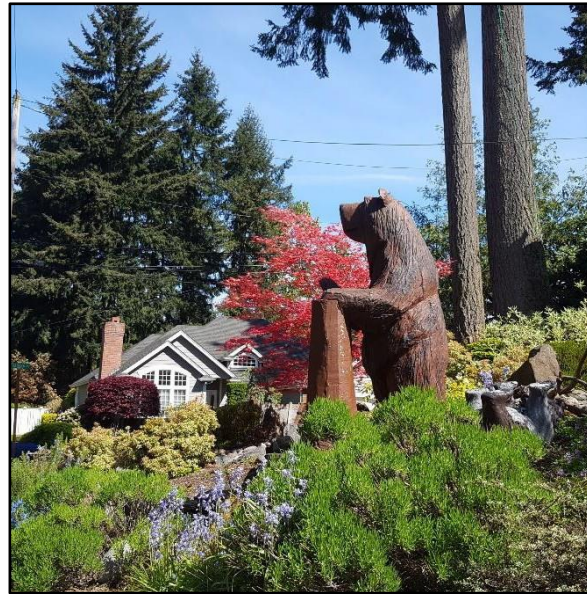
The City recognizes the critical need to maximize the use of local funds through grant applications, particularly given the reduction in available funding for transportation-related capital improvements. This program aims not only to identify and schedule projects for funding but also to secure City Council approval for submitting grant applications for projects included in the program. By doing so, the City ensures a strategic approach to obtaining necessary financial resources for vital transportation infrastructure improvements.

ABOUT THE CITY OF FIRCREST

Fircrest is a non-charter code city that operates under a Council-Manager form of government. The city boasts an annual General Fund budget of \$12 million and a total budget exceeding \$34 million. As a full-service city, Fircrest offers a wide array of services. These services include police protection, municipal court, building safety regulation and inspection, comprehensive land use planning, and zoning. The city also provides community development services along with recreational and cultural programs. The city also maintains traffic safety and improvements, as well as maintenance and enhancement of streets, water, sewer, and storm systems.

Incorporated initially as a town in 1925 and then recognized as a city in 1990, Fircrest covers an area of 1.58 square miles. It is strategically located 32 miles south of Seattle and 31 miles north of the state capital, making it a prime residential area for those working in these major urban centers. Fircrest is celebrated as “The Jewel of Pierce County” and is known for its suburban charm, master-planned community origins, and vibrant local life. The city has six parks, an urban forest of fir trees, and the private Fircrest Golf Club.

Home to 7,235 residents, Fircrest maintains a strong local history and an engaged community. The city manages 27.1 acres of land, providing diverse recreational opportunities and community events. Fircrest also embodies the reputation as a quiet, residential community with livable neighborhoods and high-quality recreational facilities. Fircrest is committed to community-oriented policing and is planning for future growth while preserving its green character, safe and friendly atmosphere, sustainability, and historical elements.



FUNDING SOURCES

MOTOR VEHICLE FUEL TAX FUNDS

By law, each city receives a proportionate share of the total State Motor Vehicle Fuel Tax based on population. The exact amount varies depending on the amount of fuel sold in the State. In the City's 2024 budget, revenue received from the state gas tax for the Street Fund is anticipated to be \$132,000. This is the same as expected to be received in 2025 and, therefore, should be relatively accurate.

TRANSPORTATION IMPROVEMENT BOARD

The Washington State Transportation Improvement Board (TIB) funds high-priority transportation projects in communities throughout the state to enhance the movement of people, goods, and services. TIB is an independent state agency created by the Legislature that distributes and manages street construction and maintenance grants to 320 cities and urban counties throughout Washington State. Funding for TIB's grant programs comes from revenue generated by three cents of the statewide gas tax. The TIB has several statewide competitive programs that use criteria developed by the TIB for the prioritization of projects. The TIB programs in which the City of Fircrest can compete are as follows:

Urban Arterial Program (UAP)

The Urban Arterial Program funds projects in the following categories: Safety, Commercial Growth and Development, Mobility, and Physical Condition.

Active Transportation Program (ATP)

The Active Transportation Program provides funding to improve pedestrian and cyclist safety, enhance pedestrian and cyclist mobility and connectivity, or improve the condition of existing facilities.

Arterial Preservation Program (APP)

The Arterial Preservation Program (APP) provides funding for the overlay of federally classified arterial streets (principal, minor) in cities with a population greater than 5,000 and an assessed valuation of less than \$3 billion. Although the program offers critical preservation assistance, it is not enough to substitute for a city's street maintenance program. Therefore, the program is limited to overlay to defray high-cost preservation projects, allowing cities to concentrate limited resources on lower-cost preventative maintenance.

Complete Streets Program (CSP)

Complete Streets is an approach to planning, designing, building, operating, and maintaining the transportation system that enables safe and convenient access to destinations for all people, including pedestrians, bicyclists, motorists, and transit riders. It uses a set of tools or treatments that create a more balanced and resilient transportation system.

ADDITIONAL FUNDING SOURCES

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

Real Estate Excise Taxes

Real Estate Excise Tax is levied on all real estate sales, measured by the full selling price. The City has authorized a locally imposed tax of 0.5% in two 0.25% increments. These revenues are restricted to financing capital projects, in whole or in part, as specified in this plan.

Washington State Department of Transportation (WSDOT)

Safe Routes to School (SRTS) / Pedestrian Bicyclist Program

The purpose of the SRTS Program is to improve safety and mobility for children by enabling and encouraging them to walk and bicycle to school. Funding for this program is for projects within two miles of primary, middle, and high schools (K-12).

Surface Transportation Block Grant (STBG)

(WSDOT via Puget Sound Regional Council (PSRC) Regional Planning Agency)

WSDOT allocates STBG funds to Metropolitan Planning Organizations (MPOs) and County Lead Agencies to prioritize and select projects that align with their regional priorities, involving all entities eligible to participate in a public process. In addition, WSDOT sets annual delivery targets for each MPO and county lead agency. Eligible projects include highway/bridge construction/repair, transit capital projects, bicycle, pedestrian, and recreational trails, and construction of ferry boats and terminals. The City's MPO is Puget Sound Regional Council (PSRC).

Surface Water Management Program

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

CONSISTENCY WITH LAND USE MANAGEMENT PLAN

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

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

TABLE 1: 2025-2030 TRANSPORTATION FACILITY IMPROVEMENTS

City of Fircrest Six-Year Comprehensive Transportation Improvement Program (2025 to 2030)

Transportation Facility Improvements		2025	2026	2027	2028	2029	2030	TOTAL
Capital Appropriations								
1	Major Pavement Patching: Citywide	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 600,000.00
Grind and Overlays								
2	Regents Blvd: Alameda Ave to 67th Ave W (Funded for design only)		\$ 760,000					\$ 760,000.00
3	South Orchard St from Regents Blvd to Holly Dr (Funded in 2024)	\$ 760,000						\$ 760,000.00
4	Claremont St from 67th Ave W to Alameda Ave (Funded in 2024)	\$ 800,000						\$ 800,000.00
5	South Orchard St from Columbia Ave to Regents Blvd				\$ 2,000,000			\$ 2,000,000.00
Pedestrian, Non-Motorized / Active Transportation Program								
6	Alameda Ave: 44 th St W to Emerson St (curb/gutter, bike lane, sidewalk - east and west side of ROW)	\$ 1,200,000						\$ 1,200,000.00
7	44th St W: 67th Ave W to Alameda Ave (curb/gutter, bike lane, sidewalk - north side)			\$ 1,750,000				\$ 1,750,000.00
8	Emerson St: Woodside Dr to 67th Ave W (Funded in 2024)(sidewalks, bike lane, retaining walls)	\$ 400,000						\$ 400,000.00
9	Alameda Ave: Emerson St to Rosewood Ln (curb/gutter, bike lane, sidewalk - east side)					\$ 2,000,000		\$ 2,000,000.00
10	Electron Way and Contra Costa Ave Pedestrian Safety Project (Funded in 2023 and 2024)	\$ 200,000						\$ 200,000.00
Total Capital Appropriations								
		\$ 3,460,000	\$ 860,000	\$ 1,850,000	\$ 2,100,000	\$ 2,100,000	\$ 100,000	\$ 10,470,000.00

FIGURE 1: 2025-2030 PROJECTS MAP

As listed in Table 1, Map 1 illustrates the transportation facility improvements for the 2025-2030 Six-Year Transportation Improvement Program planned for the City of Fircrest. Below is a brief description of the work for these projects.

Grind and Overlay

Grind and overlay is a process used in road construction and maintenance to rehabilitate an existing asphalt pavement surface by removing the top layer of asphalt (known as the “grind”) and then replacing it with a new layer of asphalt (known as the “overlay”). The milling process involves the use of a large machine that grinds off the existing surface layer of the pavement to a specified depth, typically between 1 and 4 inches. The grinding machine removes the old asphalt and any damaged or deteriorated sections of the underlying pavement.

After the grinding is completed, the surface is cleaned and inspected for any additional repairs that may be necessary. Once the surface is deemed ready, a new layer of asphalt is applied, which typically ranges in thickness from 1.5 to 2 inches. The new layer of asphalt is then compacted using heavy equipment to create a smooth, even surface.

Grind and overlay is a cost-effective method for extending the life of an existing asphalt pavement surface, particularly when the underlying pavement is still in good condition but the surface layer has become worn, cracked, or damaged. It can also be used to correct surface irregularities or improve the skid resistance of the pavement.

Pedestrian, Non-Motorized

This improvement typically involves the construction of new curbs, gutters, and sidewalk enhancements. It aims to add new sidewalks where none currently exist and to complete gaps in existing sidewalks. Additionally, this improvement can potentially provide bike lanes along designated routes, enhancing safety and accessibility for pedestrians and cyclists.





DETERMINATION OF NONSIGNIFICANCE AND PUBLIC COMMENT PERIOD

Date of Issuance: Monday, June 3, 2024

Description of Proposal: Six-Year Transportation Improvement Program (2025-2030)

Application No: LU24-01

Agency Contact: Mark Newman, AICP
Community Development Director
(253) 238-4129 mnewman@cityoffircrest.net

Project Location: City of Fircrest, Nonproject Action

Lead Agency: City of Fircrest

The lead agency for this proposal has determined that it does not have a probably significant adverse impact on the environment. An environmental impact statement (EIS) is not required under [RCW 43.21C.030\(2\)\(c\)](#). This decision was made after review of a completed SEPA environmental checklist and other information on file with the lead agency and linked below. Hardcopy and electronic copies to view are available to the public upon request.


View Files: To view a copy of the Six-Year Transportation Improvement Program (2025-2030), please contact:

Tyler Bemis, Director
City of Fircrest - Public Works Department
120 Ramsdell Street
Fircrest, WA 98466
(253) 238-4134
tbemis@cityoffircrest.net

Comment Period: This DNS is issued under [WAC 197-11-340\(2\)](#); the lead agency will not act on this proposal for 14 days from the date of issuance. Comments must be submitted by 5:00 PM on Monday, June 17, 2024.

Appeal Period: Any person wishing to appeal this determination may file such an appeal within fourteen (14) days from the issued date of this threshold determination to the City of Fircrest City Clerk, pursuant to [FMC 22.86.030](#). All appeals of the above determination must be filed by 5:00 PM on June 17, 2024. There is a \$100 fee to appeal this determination.

SEPA Responsible Official:



Mark Newman, AICP – Community Development Director
115 Ramsdell Street
Fircrest, WA 98047



[SEPA FAQ](#)

What is this SEPA DNS?

The Washington Legislature enacted the State Environmental Policy Act in 1971. Commonly called SEPA, the law helps state and local agencies identify environmental impacts likely resulting from projects and decisions such as adopting a city's comprehensive plan.

Environmental review is required for any proposal which involves a government "action," as defined in the SEPA Rules (WAC 197-11-704), and is not categorically exempt (WAC 197-11-800 through 890). Nonproject actions involve decisions on policies, plans, or programs, such as the adoption of a comprehensive plan.

A "Determination of Nonsignificance," or DNS, documents the responsible official's decision that a proposal is unlikely to have significant adverse environmental impacts.

How does it apply to Fircrest's Six-Year Transportation Improvement Program?

The fourteen-day comment period is a chance for the public to review the Six-Year Transportation Improvement Program, comment on the DNS, or appeal the SEPA DNS decision.

Does this mean the Fircrest's Six-Year Transportation Improvement Program was adopted without a chance to add my input?

This is a similar, yet **separate process** from the public comment period for the Six-Year Transportation Improvement Program. A separate public hearing will be held on June 11, 2024 prior to City Council adoption pursuant to public outreach requirements in [FMC 22.07](#).

What is the Six-Year Transportation Improvement Program?

Chapters 35.77.010 of the Revised Code of Washington (RCW) provide that each city shall annually update its Six-Year Comprehensive Transportation Program and, after a public hearing thereon, file a copy of the adopted Program with the Secretary of the Washington State Department of Transportation (WSDOT) by July 1 of each year.

The Program is necessary to allow cities and counties to obtain State and Federal funding. For a project to obtain funding from the State, it must appear in the agency's current Program. Because the state also disperses federal highway funds, this requirement applies to federally funded projects as well. RCW 35.77.010 also requires each city to specifically set forth those projects and programs of regional significance for inclusion in the transportation improvement plan for that region.

There are no projects included in this Program that are considered regionally significant. The Program is based upon anticipated revenues versus desirable projects. There are always more projects than available revenues. Therefore, a primary objective of the Program is to integrate the two to produce a comprehensive, realistic program for the orderly development and maintenance of our street system.

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

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

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: South Orchard Street Grind and Overlay Construction Contract

ITEM: 13A

DATE: June 25, 2024

FROM: Tyler Bemis, Public Works Director

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute a Public Works contract with Miles Resources, LLC, for the South Orchard Street Grind and Overlay Project.

PROPOSAL: The Council is being asked to authorize the City Manager to execute a Public Works contract with Miles Resources, LLC, for the South Orchard Street Grind and Overlay Project in the amount of \$735,872.90. This project includes ADA-compliant upgrades to identified curb ramps spanning the length of the project area from Regents Blvd. to the city line south of Holly Drive. Also included in this project is the paving of the entire intersection of South Orchard Street at Regents Blvd.

FISCAL IMPACT: This is a Transportation Improvement Board (TIB) funded project of up to a maximum of \$639,121.00 with a local match responsibility of up to \$87,827.00. Based on the contractor submittals and attached Bid Tabulation, the City of Fircrest portion of this project will account for \$591,582.90 of available TIB funds. The remaining funds will be directly invoiced to the City of Tacoma as a lump sum at the completion of the project. The attached revised Approval to Award Letter reflects the updated award amount of \$639,121.00 based on the actual bid amount of the project and includes the increased required local match.

ADVANTAGE: The City depends significantly on grants to finance capital projects of this scale. Moreover, the collaborative efforts with the City of Tacoma have improved communications with our neighbors. This project involves paving the entire intersection, which will address one of the most deteriorated sections of pavement within our jurisdiction and the location in which we receive the most complaints regarding road conditions.

DISADVANTAGES: None.

ALTERNATIVES: None.

HISTORY: Funding for this project was awarded in December 2022. Over the past year and a half, numerous communications and meetings have been held to identify jurisdictional boundaries and maintenance responsibilities. Fircrest staff, along with our engineering consultants, have met with City of Tacoma staff both on and off-site to emphasize the importance of collaboration in paving the entire intersection of South Orchard Street at Regents Blvd.

The City of Tacoma agreed to join forces with Fircrest to fulfill Tacoma's jurisdictional responsibilities for the intersection. This collaboration will include not only paving but also ADA

push button upgrades that coincide with curb ramp improvements. Through communications with the Transportation Improvement Board (TIB), we obtained approval to pave this segment of the road at a depth of 4 inches instead of the typical 2 inches specified by the TIB. This adjustment is necessary due to high traffic volumes and heavy truck impacts.

The City received competitive bids from three contractors. Bid tabulations for the project are attached.

The project plans and specifications referenced in the Public Works Contract can be reviewed by contacting Public Works or the City Clerk's Office.

ATTACHMENTS: [Resolution](#)
[Public Works Contract](#)
[Bid Tabulation](#)
[Advertisement for Bids](#)
[TIB Approval to Award Letter](#)

**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
MILES RESOURCES, LLC FOR THE SOUTH ORCHARD STREET
GRIND AND OVERLAY PROJECT.**

WHEREAS, the City of Fircrest maintains the southbound lanes of South Orchard Street from South 19th Street to the city limit south of Holly Drive; and

WHEREAS, the City of Fircrest was awarded a Transportation Improvement Board grant to pave the southbound lanes of South Orchard Street to include the intersection at Regents Blvd to the city limit; and

WHEREAS, Fircrest Staff have collaborated with the City of Tacoma to include them in the design, paving, and fiscal responsibility of their side of the jurisdictional boundary in the intersection of South Orchard Street and Regents Blvd.; and

WHEREAS, Miles Resources, LLC was the low responsive bidder in the competitive Request for Proposal process;

**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 Miles Resources, LLC, for the South Orchard Street Grind and Overlay Project.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 25th day of June 2024.

APPROVED:

Shannon Reynolds, Mayor

ATTEST:

Arlette Burkhardt, Acting City Clerk

APPROVED AS TO FORM:

Robert Zeinemann, City Attorney

CITY OF FIRCREST PUBLIC WORKS CONTRACT

THIS AGREEMENT, made and entered into in duplicate, this 25th day of June 2024, by and between the City of Fircrest, hereinafter called the Owner, and **Miles Resources, LLC**, hereinafter called the Contractor.

WITNESSETH:

That 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. The Contractor shall do all work and furnish all tools, materials, and equipment for the **South Orchard Street Grind and Overlay Project** ("Project") in accordance with and as described in the attached plans and specifications 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.

Work shall be completed within Fifty (50) working days by **September 6, 2024**.

If said work is not completed within the time specified, the Contractor agrees to pay to the Owner, as liquidated damages, the sum as outlined in Section 1-08.9 of the Standard Specifications.

The Contractor shall provide and bear the expense of all equipment, work, 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 of Fircrest.

2. The City of Fircrest 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.

The total cost of the South Orchard Street Grind and Overlay Project, including tax, shall not exceed \$735,872.90.

3. The Contractor, for themselves and for their heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein upon the part of the Contractor.
4. It is further provided that no liability shall attach to the City of Fircrest by reason of entering into this contract, except as expressly provided herein. The Contractor shall protect, indemnify, and hold the City of Fircrest and City Employees, Directors, Officers, and Officials harmless from and against any damage, cost, or liability, including reasonable attorney's fees, for any and all injuries to persons or damage to property arising from acts or omissions of the Contractor, its officers, employees, agents, or subcontractors.
5. The Contractor shall not discriminate against any person, firm, partnership, or organization as it pertains to race, color, religion, sex, age, national origin, marital status, sexual orientation, medical condition, physical handicap, or disability. Any person, firm, partnership, or organization contracting with, or doing business with, the City of Fircrest shall be in conformity with the City of Fircrest's policy on non-discrimination.

6. The City of Fircrest and its employees, Directors, Officers, and Officials shall be added as a Primary—Non-Contributory additional insured for General Liability per the attached endorsement CG 8416.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first hereinabove written. 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

By: _____
Dawn Masko, City Manager

APPROVED AS TO FORM:

By: _____
Robert Zeinemann, City Attorney

MILES RESOURCES, LLC

By: _____

Printed Name: _____

Title: _____

ATTEST:

By: _____
Arlette Burkhardt, Acting City Clerk



SCHEDULE F					Engineer's Estimate		Miles Resources LLC - Apparent Low		Granite Construction		Tucci & Sons		AVERAGE	
No.	Sect.	Item	Qty	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
F-100	1-04	Minor Change	1	FA	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00
F-101	1-05	Roadway Surveying (GSP)	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 6,340.00	\$ 6,340.00	\$ 7,275.00	\$ 7,275.00	\$ 8,000.00	\$ 8,000.00	\$ 6,653.75	\$ 5,323.00
F-102	1-09	Mobilization (Fircrest & Tacoma)	1	LS	\$ 60,000.00	\$ 60,000.00	\$ 55,405.00	\$ 55,405.00	\$ 88,000.00	\$ 88,000.00	\$ 48,500.00	\$ 48,500.00	\$ 62,976.25	\$ 50,381.00
F-103	1-10	Project Temporary Traffic Control (Fircrest & Tacoma)	1	LS	\$ 65,000.00	\$ 65,000.00	\$ 83,930.00	\$ 83,930.00	\$ 72,000.00	\$ 72,000.00	\$ 100,000.00	\$ 100,000.00	\$ 80,232.50	\$ 64,186.00
F-104	2-02	Removal of Structures and Obstructions	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 2,920.00	\$ 2,920.00	\$ 11,540.00	\$ 11,540.00	\$ 10,000.00	\$ 10,000.00	\$ 6,740.00	\$ 5,392.00
F-105	2-02	Cement Conc. Sidewalk Removal Incl. Haul	224	SY	\$ 30.00	\$ 6,720.00	\$ 39.50	\$ 8,848.00	\$ 27.00	\$ 6,048.00	\$ 35.00	\$ 7,840.00	\$ 32.88	\$ 5,891.20
F-106	2-02	Curb & Gutter Removal Incl. Haul	396	LF	\$ 20.00	\$ 7,920.00	\$ 27.60	\$ 10,929.60	\$ 10.90	\$ 4,316.40	\$ 20.00	\$ 7,920.00	\$ 19.63	\$ 6,217.20
F-107	2-02	Adjust Existing Utility to Finished Grade	22	EA	\$ 800.00	\$ 17,600.00	\$ 1,283.00	\$ 28,226.00	\$ 1,468.00	\$ 32,296.00	\$ 1,500.00	\$ 33,000.00	\$ 1,262.75	\$ 22,224.40
F-108	4-04	Crushed Surfacing Top Course	84	TN	\$ 70.00	\$ 5,880.00	\$ 110.00	\$ 9,240.00	\$ 92.00	\$ 7,728.00	\$ 55.00	\$ 4,620.00	\$ 81.75	\$ 5,493.60
F-109	5-04	HMA CL. 1/2 In. PG 58H-22	1,693	TN	\$ 140.00	\$ 237,020.00	\$ 114.30	\$ 193,509.90	\$ 162.00	\$ 274,266.00	\$ 130.00	\$ 220,090.00	\$ 136.58	\$ 184,977.18
F-110	5-04	Planing Bituminous Pavement, Incl. Haul	7,098	SY	\$ 9.00	\$ 63,882.00	\$ 7.55	\$ 53,589.90	\$ 7.00	\$ 49,686.00	\$ 14.00	\$ 99,372.00	\$ 9.39	\$ 53,305.98
F-111	8-01	Erosion Control and Water Pollution Prevention	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00	\$ 12,930.00	\$ 12,930.00	\$ 1,500.00	\$ 1,500.00	\$ 5,232.50	\$ 4,186.00
F-112	8-01	Inlet Protection	15	EA	\$ 100.00	\$ 1,500.00	\$ 95.50	\$ 1,432.50	\$ 188.00	\$ 2,820.00	\$ 80.00	\$ 1,200.00	\$ 115.88	\$ 1,390.50
F-113	8-02	Property Restoration	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 3,945.00	\$ 3,945.00	\$ 10,130.00	\$ 10,130.00	\$ 2,500.00	\$ 2,500.00	\$ 4,643.75	\$ 3,715.00
F-114	8-04	Cement Conc. Traffic Curb and Gutter	396	LF	\$ 65.00	\$ 25,740.00	\$ 46.00	\$ 18,216.00	\$ 66.90	\$ 26,492.40	\$ 72.00	\$ 28,512.00	\$ 62.48	\$ 19,792.08
F-115	8-04	Cement Conc. Pedestrian Curb	300	LF	\$ 30.00	\$ 9,000.00	\$ 34.50	\$ 10,350.00	\$ 37.10	\$ 11,130.00	\$ 33.00	\$ 9,900.00	\$ 33.65	\$ 8,076.00
F-116	8-09	Raised Pavement Marker Type 1	10.5	HUND	\$ 1,200.00	\$ 12,600.00	\$ 1,150.00	\$ 12,075.00	\$ 1,013.00	\$ 10,636.50	\$ 1,125.00	\$ 11,812.50	\$ 1,122.00	\$ 9,424.80
F-117	8-09	Raised Pavement Marker Type 2	1.5	HUND	\$ 1,500.00	\$ 2,250.00	\$ 5,175.00	\$ 7,762.50	\$ 4,562.00	\$ 6,843.00	\$ 5,075.00	\$ 7,612.50	\$ 4,078.00	\$ 4,893.60
F-118	8-13	Monument and Monument Case and Cover	8	EA	\$ 2,500.00	\$ 20,000.00	\$ 535.00	\$ 4,280.00	\$ 941.00	\$ 7,528.00	\$ 1,250.00	\$ 10,000.00	\$ 1,306.50	\$ 8,361.60
F-119	8-14	Cement Conc. Sidewalk	58	SY	\$ 120.00	\$ 6,960.00	\$ 86.25	\$ 5,002.50	\$ 129.00	\$ 7,482.00	\$ 145.00	\$ 8,410.00	\$ 120.06	\$ 5,570.90
F-120	8-14	Cement Conc. Curb Ramp	1,244	SF	\$ 25.00	\$ 31,100.00	\$ 23.00	\$ 28,612.00	\$ 23.90	\$ 29,731.60	\$ 35.00	\$ 43,540.00	\$ 26.73	\$ 26,596.72
F-121	8-20	Traffic Signal System Upgrades	1	LS	\$ 13,000.00	\$ 13,000.00	\$ 8,625.00	\$ 8,625.00	\$ 30,000.00	\$ 30,000.00	\$ 8,500.00	\$ 8,500.00	\$ 15,031.25	\$ 12,025.00
F-122	8-21	Permanent Signing	1	LS	\$ 500.00	\$ 500.00	\$ 11,500.00	\$ 11,500.00	\$ 10,140.00	\$ 10,140.00	\$ 1,250.00	\$ 1,250.00	\$ 5,847.50	\$ 4,678.00
F-123	8-22	Paint Line	3900	LF	\$ 1.50	\$ 5,850.00	\$ 0.87	\$ 3,393.00	\$ 0.75	\$ 2,925.00	\$ 1.00	\$ 3,900.00	\$ 1.03	\$ 3,213.60
F-124	8-22	Painted Wide Line	170	LF	\$ 3.00	\$ 510.00	\$ 5.75	\$ 977.50	\$ 5.05	\$ 858.50	\$ 5.75	\$ 977.50	\$ 4.89	\$ 664.70
F-125	8-22	Plastic Stop Line	170	LF	\$ 20.00	\$ 3,400.00	\$ 13.80	\$ 2,346.00	\$ 16.70	\$ 2,839.00	\$ 20.00	\$ 3,400.00	\$ 17.63	\$ 2,397.00
F-126	8-22	Plastic Crosswalk Line	440	SF	\$ 15.00	\$ 6,600.00	\$ 13.80	\$ 6,072.00	\$ 13.50	\$ 5,940.00	\$ 20.00	\$ 8,800.00	\$ 15.58	\$ 5,482.40
F-127	8-22	Plastic Traffic Arrow	7	EA	\$ 350.00	\$ 2,450.00	\$ 255.30	\$ 1,787.10	\$ 222.00	\$ 1,554.00	\$ 250.00	\$ 1,750.00	\$ 269.33	\$ 1,508.22
F-128	8-22	Plastic Traffic Letter	8	EA	\$ 300.00	\$ 2,400.00	\$ 255.30	\$ 2,042.40	\$ 225.00	\$ 1,800.00	\$ 250.00	\$ 2,000.00	\$ 257.58	\$ 1,648.48
F-129	8-22	Plastic 24" Yellow Stripe	102	SF	\$ 25.00	\$ 2,550.00	\$ 23.00	\$ 2,346.00	\$ 20.30	\$ 2,070.60	\$ 22.50	\$ 2,295.00	\$ 22.70	\$ 1,852.32
F-130	8-23	Temporary Pavement Markings - Short Duration	1	LS	\$ 4,500.00	\$ 4,500.00	\$ 1,380.00	\$ 1,380.00	\$ 10,140.00	\$ 10,140.00	\$ 2,500.00	\$ 2,500.00	\$ 4,630.00	\$ 3,704.00
TOTAL SCHEDULE F ESTIMATED CONSTRUCTION COST					\$ 634,432		TOTAL	\$ 591,582.90	TOTAL	\$ 752,146.00	TOTAL	\$ 704,701.50		
SCHEDULE T					Engineer's Estimate		Miles Resources LLC - Apparent Low		Granite Construction		Tucci & Sons		AVERAGE	
No.	Sect.	Item	Qty	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
T-100	1-04	Minor Change	1	FA	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00
T-101	1-05	Roadway Surveying (GSP)	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 6,340.00	\$ 6,340.00	\$ 4,460.00	\$ 4,460.00	\$ 5,000.00	\$ 5,000.00	\$ 4,575.00	\$ 3,660.00
T-102	2-02	Removal of Structures and Obstructions	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 2,920.00	\$ 2,920.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,480.00	\$ 1,984.00
T-103	2-02	Cement Conc. Sidewalk Removal Incl. Haul	60	SY	\$ 30.00	\$ 1,800.00	\$ 39.50	\$ 2,370.00	\$ 27.00	\$ 1,620.00	\$ 35.00	\$ 2,100.00	\$ 32.88	\$ 1,578.00
T-104	2-02	Curb & Gutter Removal Incl. Haul	110	LF	\$ 20.00	\$ 2,200.00	\$ 27.60	\$ 3,036.00	\$ 10.90	\$ 1,199.00	\$ 20.00	\$ 2,200.00	\$ 19.63	\$ 1,727.00
T-105	2-02	Adjust Existing Utility to Finished Grade	3	EA	\$ 800.00	\$ 2,400.00	\$ 1,283.00	\$ 3,849.00	\$ 1,468.00	\$ 4,404.00	\$ 1,500.00	\$ 4,500.00	\$ 1,262.75	\$ 3,030.60
T-106	4-04	Crushed Surfacing Top Course	19	TN	\$ 70.00	\$ 1,330.00	\$ 110.00	\$ 2,090.00	\$ 92.00	\$ 1,748.00	\$ 55.00	\$ 1,045.00	\$ 81.75	\$ 1,242.60
T-107	5-04	HMA CL. 1/2 In. PG 58H-22	249	TN	\$ 140.00	\$ 34,860.00	\$ 114.30	\$ 28,460.70	\$ 162.00	\$ 40,338.00	\$ 130.00	\$ 32,370.00	\$ 136.58	\$ 27,205.74
T-108	5-04	Planing Bituminous Pavement, Incl. Haul	1,040	SY	\$ 9.00	\$ 9,360.00	\$ 7.55	\$ 7,852.00	\$ 7.00	\$ 7,280.00	\$ 14.00	\$ 14,560.00	\$ 9.39	\$ 7,810.40
T-109	8-01	Erosion Control and Water Pollution Prevention	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,905.00	\$ 1,905.00	\$ 825.00	\$ 825.00	\$ 1,307.50	\$ 1,046.00
T-110	8-01	Inlet Protection	5	EA	\$ 100.00	\$ 500.00	\$ 95.50	\$ 477.50	\$ 188.00	\$ 940.00	\$ 80.00	\$ 400.00	\$ 115.88	\$ 463.50
T-111	8-02	Property Restoration	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 3,945.00	\$ 3,945.00	\$ 2,251.00	\$ 2,251.00	\$ 1,500.00	\$ 1,500.00	\$ 2,549.00	\$ 2,039.20
T-112	8-04	Cement Conc. Traffic Curb and Gutter	110	LF	\$ 65.00	\$ 7,150.00	\$ 46.00	\$ 5,060.00	\$ 66.90	\$ 7,359.00	\$ 72.00	\$ 7,920.00	\$ 62.48	\$ 5,497.80
T-113	8-04	Cement Conc. Pedestrian Curb	55	LF	\$ 30.00	\$ 1,650.00	\$ 34.50	\$ 1,897.50	\$ 37.10	\$ 2,040.50	\$ 33.00	\$ 1,815.00	\$ 33.65	\$ 1,480.60
T-114	8-06	Cement Conc. Driveway Entrance, Type 2	10	SY	\$ 140.00	\$ 1,400.00	\$ 109.25	\$ 1,092.50	\$ 170.00	\$ 1,700.00	\$ 165.00	\$ 1,650.00	\$ 146.06	\$ 1,168.50
T-115	8-09	Raised Pavement Marker Type 1	1	HUND	\$ 1,200.00	\$ 1,200.00	\$ 1,150.00	\$ 1,150.00	\$ 1,013.00	\$ 1,013.00	\$ 1,125.00	\$ 1,125.00	\$ 1,122.00	\$ 897.60
T-116	8-09	Raised Pavement Marker Type 2	0	HUND	\$ 1,500.00	\$ 150.00	\$ 5,175.00	\$ 517.50	\$ 4,562.00	\$ 456.20	\$ 5,075.00	\$ 507.50	\$ 4,078.00	\$ 326.24
T-117	8-14	Cement Conc. Sidewalk	12	SY	\$ 120.00	\$ 1,440.00	\$ 86.25	\$ 1,035.00	\$ 129.00	\$ 1,548.00	\$ 145.00	\$ 1,740.00	\$ 120.06	\$ 1,152.60
T-118	8-14	Cement Conc. Curb Ramp	234	SF	\$ 25.00	\$ 5,850.00	\$ 23.00	\$ 5,382.00	\$ 23.90	\$ 5,592.60	\$ 35.00	\$ 8,190.00	\$ 26.73	\$ 5,002.92
T-119	8-20	Traffic Signal System Upgrades	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 51,750.00	\$ 51,750.00	\$ 37,000.00	\$ 37,000.00	\$ 53,000.00	\$ 53,000.00	\$ 45,437.50	\$ 36,350.00
T-120	8-22	Plastic Line	200	LF	\$ 7.00	\$ 1,400.00	\$ 6.90	\$ 1,380.00	\$ 6.10	\$ 1,220.00	\$ 6.75	\$ 1,350.00	\$ 6.69	\$ 1,070.00
T-121	8-22	Plastic Wide Line	200	LF	\$ 12.00	\$ 2,400.00	\$ 9.20	\$ 1,840.00	\$ 8.10	\$ 1,620.00	\$ 9.00	\$ 1,800.00	\$ 9.58	\$ 1,532.00
T-122	8-22	Plastic Stop Line	90	LF	\$ 20.00	\$ 1,800.00	\$ 13.80	\$ 1,242.00	\$ 16.70	\$ 1,503.00	\$ 20.00	\$ 1,800.00	\$ 17.63	\$ 1,269.00
T-123	8-22	Plastic Crosswalk Line	360	SF	\$ 15.00	\$ 5,400.00	\$ 13.80	\$ 4,968.00	\$ 13.50	\$ 4,860.00	\$ 20.00	\$ 7,200.00	\$ 15.58	\$ 4,485.60
T-124	8-22	Plastic Traffic Arrow	1	EA	\$ 350.00	\$ 350.00	\$ 255.30	\$ 255.30	\$ 222.00	\$ 222.00	\$ 250.00	\$ 250.00	\$ 269.33	\$ 215.46
T-125	8-23	Temporary Pavement Markings - Short Duration	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,380.00	\$ 1,380.00	\$ 2,027.00	\$ 2,027.00	\$ 2,000.00	\$ 2,000.00	\$ 1,601.75	\$ 1,281.40
TOTAL SCHEDULE T ESTIMATED CONSTRUCTION COST					\$ 134,640		TOTAL	\$ 144,290.00	TOTAL	\$ 138,806.30	TOTAL	\$ 159,847.50		
TOTAL SCHEDULE F&T ESTIMATED CONSTRUCTION COST					\$ 769,072		TOTAL	\$ 735,872.90	TOTAL	\$ 890,952.30	TOTAL	\$ 864,549.00		

ADVERTISEMENT FOR BIDS
SOUTH ORCHARD STREET GRIND & OVERLAY PROJECT

Notice is hereby given that the City of Fircrest, Pierce County, Washington does hereby invite sealed proposals for the **SOUTH ORCHARD STREET GRIND & OVERLAY PROJECT** as described and in accordance with the Bid Documents.

Bid Documents will be available beginning **May 13, 2024**. Free-of-charge access to project Bid Documents (plans, specifications, addenda, and Bidders List) is provided to Prime Bidders, Subcontractors, and Vendors by going to www.bxwa.com and clicking on "Posted Projects", "Public Works", and "City of Fircrest". This online plan room provides Bidders with fully usable online documents with the ability to: download, view, print, order full/partial plan sets from numerous reprographic sources, and a free online digitizer/take-off tool. It is recommended that Bidders "Register" in order to receive automatic e-mail notification of future addenda and to place themselves on the "Self-Registered Bidders List". Bidders that do not register will not be automatically notified of addenda and will need to periodically check the on-line plan room for addenda issued on this project. Contact Builders Exchange of Washington at (425) 258-1303 should you require assistance with access or registration.

This Contract provides for the improvement of approximately 2,880 LF of the southbound lane of S Orchard St to include: pavement grind and overlay, utility grade adjustments, loop detector removal, channelization, sidewalks, ramps, ADA improvements, and all related work as shown on the Plans and as described in the Project Manual.

Estimated Bid Range: \$700,000 - \$800,000

Proposals for this work must be sealed, marked "CITY OF FIRCREST – SOUTH ORCHARD STREET GRIND & OVERLAY PROJECT", and returned to the City of Fircrest City Hall at 115 Ramsdell Street, Fircrest, WA 98466-6999 by 10:00 AM May 28, 2024 where and at which time the proposals will be opened and read aloud.

Direct questions regarding the project to Randall DeJarlais, at KPG Psomas Inc.. Email randall.dejarlais@psomas.com. All work performed on this project will be subject to Washington State prevailing wage rates. The City of Fircrest is an Equal Opportunity Employer.

Each bid shall be accompanied by a bid bond, in the amount not less than 5% of the bid amount, with a corporate surety licensed to do business in the State of Washington, and no bid will be considered unless accompanied by such a bond. At time and place named, such bids will be opened and read, and the City of Fircrest staff will proceed to canvas the bids, and may award the project Contract to the lowest responsible bidder. The City of Fircrest reserves the unqualified right in their sole and absolute discretion to reject any and all bids, and to accept the bid which, in their sole and absolute judgment will, under all circumstances, best serve the interest of the City of Fircrest.

THE CITY OF FIRCREST
Tyler Bemis, Public Works Director

DATE: May 10, 2024
PUBLISH: The Tacoma Daily Index, May 13 and May 20, 2024
The Tacoma Daily Index, May 13 and May 20, 2024
BID OPENING: 10:00 AM May 28, 2024



Washington State Transportation Improvement Board

TIB Members

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Snohomish County

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County Road Administration Board

June 17, 2024

Mr. Tyler Bemis
Public Works Director
City of Fircrest
115 Ramsdell Street
Fircrest, WA 98466-6912

Dear Mr. Bemis:

Based on your Updated Cost Estimate for the 2022 Overlay Award project, TIB # 3-P-130(004)-1, your authorized TIB funds are \$639,121, which reflects a decrease of \$39,349.

You may now award the construction contract.

We would be happy to assist you with any questions. You can contact Greg Armstrong, TIB Project Engineer, at (360) 586-1142 or via e-mail at GregA@TIB.wa.gov.

Sincerely,

Ashley Probart
Executive Director

cc: Shannon Reynolds

Ashley Probart
Executive Director

P O Box 40901

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: South Orchard Street Water Main Replacement Contract

ITEM: 13B

DATE: June 25, 2024

FROM: Tyler Bemis, Public Works Director

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute a Public Works contract with Pape & Sons Construction, Inc. for the South Orchard Street Water Main Replacement Project.

PROPOSAL: The Council is being asked to authorize the City Manager to execute a Public Works contract with Pape & Sons Construction, Inc. for the South Orchard Street Water Main Replacement Project in the amount of \$150,369.08, including tax.

This project was accelerated due to the funding of the South Orchard Street Grind and Overlay Project. The objective is to replace an old, undersized water main, increasing its diameter from 8 inches to 12 inches, before paving the road to avoid the need for trenching new pavement. Additionally, upsizing the water main aligns with the City's Water System Plan, aiming to increase fire flow within the City's Water Service Area and distribution capacity for future development. The Scope of Work is identified in the Invitation to Bid (attached).

Five prospective contractors were selected via the MRSC Small Works Roster to participate in the Invitation to Bid process. Northwest Cascade, Inc. and Pape & Sons Construction, Inc. were the only responsive bidders. Northwest Cascade's bid was \$247,577.00.

FISCAL IMPACT: Funding for this project is included in the 2024 Water Capital Fund budget.

ADVANTAGE: Completing the underground utility project before the South Orchard Street Grind & Overlay pavement restoration project and upsizing the water main to increase fire flow demand.

DISADVANTAGES: None.

ALTERNATIVES: None.

HISTORY: The existing water main is an 8-inch transmission main that was originally connected to Holly Drive via the decommissioned Well #5 in 1985. This main was extended to a 12-inch main that now feeds The Commons and Emerson Court via Well #4. This upsizing replacement project will eliminate the existing 8-inch to 12-inch connection at Holly Drive, creating a seamless water main without diameter changes.

ATTACHMENTS: [Resolution](#)
[Public Works Contract](#)
[Exhibit A – Scope of Services](#)
[Invitation to Bid](#)
[Bid Tabulation](#)

**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
PAPE & SONS CONSTRUCTION, INC. FOR THE SOUTH
ORCHARD STREET WATER MAIN REPLACEMENT PROJECT.**

WHEREAS, the City of Fircrest owns and operates its Water System; and

WHEREAS, the City of Fircrest Water System Plan identifies the necessity to replace old and undersized infrastructure; and

WHEREAS, Pape & Sons Construction, Inc. was the low responsive bidder in the Small Works Roster process;

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 Pape & Sons Construction, Inc., in the amount of \$150,369.08, including tax, for the South Orchard Street Water Main Replacement Project.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this 25th day of June 2024.

APPROVED:

Shannon Reynolds, Mayor

ATTEST:

Arlette Burkhardt, Acting City Clerk

APPROVED AS TO FORM:

Robert Zeinemann, City Attorney

CITY OF FIRCREST
PUBLIC WORKS CONTRACT
SOUTH ORCHARD STREET WATER MAIN REPLACEMENT PROJECT

THIS CONTRACT, hereinafter referred to as the "Contract," is entered into this **25th day of June, 2024**, by and between the **City of Fircrest**, a political subdivision of the State of Washington and hereinafter referred to as the "City," and **Pape & Sons Construction, 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 DESIGNATION/SCOPE OF SERVICES.** The Contractor shall do all work and furnish all tools, materials, and equipment for the **South Orchard Street Water Main Replacement 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 **August 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. Changes in the scope of work ordered by the City, labor disputes, major natural disasters, unusual delays in transportation, unavoidable casualties, City permitting delays, or any cause beyond the Contractor's control that the City may determine justifies the delay may be reasonable cause for the extension of the contract time by Change Order.

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 **South Orchard Street Water Main Replacement Project** shall not exceed **\$150,369.08, 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.
5. **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.
6. **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.
7. **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.
8. **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.
9. **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.
10. **HAZARDOUS CONDITIONS.** The Contractor shall maintain all work sites free of hazards to persons and/or property resulting from its operation.
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. | |

A Certificate of Insurance showing the foregoing must be submitted to the City for approval 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. 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.

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. 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.

16. 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.

17. 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 **May 31, 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.

If any dispute arises as to what the prevailing rates of wages for work of 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.

- 18. 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.
- 19. SAFETY REQUIREMENT.** All work performed under the terms of this Contract shall be performed in a manner that provides maximum safety to the public and city employees.
- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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.

24. 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.

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

PAPE & SONS CONSTRUCTION, INC.

By: _____
Dawn Masko, City Manager

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
Robert Zeinemann, City Attorney

By: _____
Arlette Burkhardt, Acting City Clerk

**CITY OF FIRCREST
PUBLIC WORKS CONTRACT
SOUTH ORCHARD STREET WATER MAIN REPLACEMENT PROJECT**

EXHIBIT A – SCOPE OF WORK

Project Description:

Install a 12" water main on South Orchard Street between Ramsdell Street and Holly Drive. The City will provide a 12" flange tee hookup point at Holly Drive and Orchard Street (previously installed). The 12" Flg. x Mj gate valve is not provided and must be sourced and installed by the contractor. The contractor will provide an 8" hot tap and parts on an 8" AC main on Ramsdell Street and Orchard Street.

See Below for Bid Specs and Quantities.

New 12" Water Main on Orchard St.

- Mobilization (1) LS
- 8" Hot Tap (1)
- 8" x 12" reducer MJ
- 12" Flg x Mj gate valve (1)
- Connections (2)
- 12" Water Main (C-900 or Ductile) 800 LF
- 12" bends (4)
- 5/8- crush rock or bank run (415) tons
- Traffic Control (1) LS
- Temp HMA (30) Tons

The Contractor shall furnish all additional materials and equipment required for the project. Work shall include all labor, equipment, tools, and other incidentals necessary to fully complete the work and installations.



Public Works Department

120 Ramsdell St · (253) 564-8900 · PublicWorks@cityoffircrest.net

INVITATION TO BID – SMALL PUBLIC WORKS PROJECT

Project Name: South Orchard St Water Main Upgrade Project.

Date of Issuance: May 6, 2024

Bids are due no later than: May 31, 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

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

Scope of Work

Project Description:

The City of Fircrest is requesting bid proposals to Install a 12" water main on South Orchard Street between Ramsdell Street and Holly Drive. The City will provide a 12" flange tee hookup point at Holly Dr and Orchard (previously installed). The 12" Flg. x Mj gate valve is not provided and must be sourced and installed by the contractor. An 8" hot tap and parts on an 8" AC main on Ramsdell Street and Orchard Street will be provided by the contractor.

See Below for Bid Specs and Quantities.

New 12" Water Main on Orchard St.

- Mobilization (1) LS
- 8" Hot Tap (1)
- 8" x 12" reducer MJ
- 12" Flg x Mj gate valve (1)
- Connections (2)
- 12" Water Main (C-900 or Ductile) 800 LF
- 12" bends (4)
- 5/8- crush rock or bank run (415) tons
- Traffic Control (1) LS
- Temp HMA (30) Tons

The Contractor shall furnish all additional materials and equipment required for the project. Work shall include all labor, equipment, tools, and other incidentals necessary to fully complete the work and installations.

Cost Estimate Range – \$150,000 - \$200,000 (including tax)

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 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 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 signed contracts/purchase orders have been received.
- 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 August 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.
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):

N/A

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

CITY OF FIRCREST
 Bid Opening NON-SEALED
 SOUTH ORCHARD ST WATER MAIN UPGRADE PROJECT
 COST ESTIMATE INCLUDING TAX \$150,000 - \$200,222
 MAY 31, 2024

Contractor Name	Proposal Amount	Bid Bond Included	Bidder's Qualifications
NORTHWEST CASCADE, INC	\$247,577.00	X	X
PAPE & SONS CONSTRUCTION, INC	\$150,369.08	X	X
	\$		
	\$		
	\$		
	\$		
	\$		
	\$		
	\$		

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: Cooperative Cities Interlocal Agreement for Multi-Jurisdictional Specialty Teams in Pierce County

ITEM: 13C

DATE: June 25, 2024

FROM: Ronald Schaub, Chief of Police

RECOMMENDED MOTION: I move to adopt Resolution No. ____ authorizing the City Manager to enter into an Interlocal Agreement with the Cooperative Cities Consortium for multi-jurisdictional specialty teams in Pierce County.

PROPOSAL: The Council is being asked to authorize the City Manager to enter into an Interlocal Agreement (ILA) with the Cooperative Cities Consortium (the cities of Bonney Lake, Buckley, DuPont, Fife, Gig Harbor, Lakewood, Milton, Orting, Puyallup, Sumner, and the Town of Steilacoom) for specialty teams in Pierce County.

FISCAL IMPACT: Participating cities are liable for salaries, wages, other compensation, and benefits for their officers or employees participating on Cooperative Cities teams. Costs associated with specialized training of members participating on specialty teams may be allocated among participating cities in the ratio of the number of individual officers participating from each agency unless it is determined by the oversight board to be more equitably allocated on a different basis.

ADVANTAGE: While the City has an agreement with Pierce County for specialty services, which addresses the City's need for investigative support for major crimes, participating in the Cooperative Cities ILA gives the City an additional layer of support should Pierce County be unable to assist. Additionally, Pierce County does not offer Civil Disturbance support. The only Civil Disturbance team within Pierce County is the Cooperative Cities Team.

In the future, when staffing levels improve, we may be able to participate actively in the Cooperative Cities team(s). Participating in regional teams offers additional professional development opportunities to our officers.

DISADVANTAGES: Section 13 of the ILA addresses "Equal Sharing of Liability" between the signatory agencies on an equal share basis. The City's risk is low due to the type of teams outlined in the ILA: Crime Response Unit (CRU), Major Crimes Response Team (MCRT), and Civil Disturbance Team (CDT).

ALTERNATIVES: Choose not to participate in the Cooperative Cities Consortium anymore.

HISTORY: The first Cooperative Cities ILA commenced in 2005. The Cooperative Cities sought an alternative to contracting with Pierce County for all specialized services. The participating cities entered into an Interlocal Cooperation Agreement for Multi-Jurisdictional Task Forces in Pierce County, which was later amended in 2017 to remove SWAT services and

add the Civil Disturbance Team. Access to services, issues of liability, and the cost-sharing model that has been in place since 2005 remain unchanged.

Law enforcement agencies are responsible for protecting life, property, and the peace. The extra-jurisdictional sharing of resources and capabilities is the most efficient and cost-effective use of law enforcement resources. Often no one agency has the need or capabilities to perform all of these functions without assistance. A major law enforcement operation may affect more than one law enforcement agency, necessitating mutual aid cooperation to maintain persons, property, and peace. Entering into the Cooperative Cities Consortium ILA continues the City's ability to share resources and services in those instances that may require it.

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

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE CITY
MANAGER TO EXECUTE AN INTERLOCAL COOPERATION
AGREEMENT FOR MULTI-JURISDICTIONAL SPECIALTY
TEAMS IN PIERCE COUNTY.**

WHEREAS, the City of Fircrest has been a party to the Interlocal Cooperation Agreement for Multi-Jurisdictional Task Forces in Pierce County since its commencement in 2005 and as amended in 2017; and

WHEREAS, the cooperative agreement is necessary and desirable for the purposes of effectuating mutual aid and the continuation of multi-jurisdictional specialty teams; and

WHEREAS, the participating agencies are requested to sign an updated Interlocal Cooperation Agreement; and

WHEREAS, the City of Fircrest desires to continue its participation in this cooperative 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 Interlocal Cooperation Agreement for Multi-Jurisdictional Specialty Teams in Pierce County.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 25th day of June 2024.

APPROVED:

Shannon Reynolds, Mayor

ATTEST:

Arlette Burkhardt, Acting City Clerk

APPROVED AS TO FORM:

Robert Zeinemann, City Attorney

INTERLOCAL COOPERATION AGREEMENT FOR MULTI-JURISDICTIONAL SPECIALTY TEAMS IN PIERCE COUNTY

THIS AGREEMENT is entered into under the Interlocal Cooperation Act (Chapter 39.34 RCW) and the Mutual Aid Peace Officers Powers Act (chapter 10.93 RCW) between the Cities of Bonney Lake, Buckley, Dupont, Fife, Fircrest, Gig Harbor, Lakewood, Milton, Orting, Puyallup, Sumner, and the Town of Steilacoom, (the “Parties”). Through this agreement, said parties agree to provide mutual aid and support for multi-jurisdictional specialty teams as provided herein.

WHEREAS, law enforcement agencies have the responsibility of protecting lives and property, and keeping the peace; and

WHEREAS, extra-jurisdictional sharing of resources and capabilities is the most efficient and effective use of law enforcement resources to protect life and property; and

WHEREAS, a major law enforcement operation may affect more than one law enforcement agency which necessitates joint cooperation in order that persons and property may be protected and the peace maintained; and

WHEREAS, the Parties to this agreement were also parties to a previously executed Interlocal Cooperation Agreement For Multi-Jurisdictional Task Forces In Pierce County commencing in 2005, amended in 2017, and it is intended that this agreement will supersede and replace said prior agreement; and

WHEREAS, it is necessary and desirable that a cooperative agreement be executed for the purposes of effectuating mutual aid and the formation of multi-jurisdictional specialty teams;

NOW, THEREFORE, the Parties agree as follows:

1. DEFINITIONS

The following terms shall have the following meanings, unless the context indicates otherwise:

(a) Assisting Agency

Any or all other police agencies contacted for mutual aid by the primarily responsible agency.

(b) Crime Response Unit

Specialty team comprised of individual officers of the Signatory Agencies

organized to provide quality investigative assistance for major incidents.

(c) **Major Law Enforcement Operation**

The existence of an actual or suspected emergency situation which requires extraordinary and/or specialty expertise, or a major crime incident which demands specialty expertise, or where additional resources are needed for effective resolution.

(d) **Major Law Enforcement Operation Services**

Services provided by a Signatory Agency or Specialty Team to a Primarily Responsible Agency.

(e) **Primarily Responsible Agency**

The law enforcement agency within whose local geographical jurisdiction a Major Law Enforcement Operation first occurs.

(f) **Signatory Agency or Cities**

Cities and Towns that are a signing party to this Interlocal Agreement.

(g) **Civil Disturbance Team**

Specialty team comprised of individual officers of the Signatory Agencies organized to respond to incidents involving riots or civil unrest within the Signatory Agencies jurisdiction.

(h) **Metro Cities Major Collision Response Team**

Specialty team comprised of individual officers of the Signatory Agencies organized to respond to and investigate serious injury, fatality, or officer involved collisions occurring within or involving a Signatory Agency.

(i) **Participating Cities**

A Signatory Agency that has employee(s) assigned to or working on behalf of either the Crime Response Unit, Civil Disturbance Team and or the Major Collision Response Team.

2. **PRIOR AGREEMENTS.** The parties to this agreement were also parties to a previously executed Interlocal Cooperation Agreement For Multi-Jurisdictional Task Forces In Pierce County commencing in 2005 and amended in 2017. It is intended that this agreement will supersede and replace said prior agreement in its

entirety.

3. **MULTI-JURISDICTIONAL SPECIALTY TEAMS.**

To provide improved law enforcement services and further the cooperation contemplated by this agreement, Multi-Jurisdictional Specialty Teams shall be created and maintained in accordance with this agreement. Current specialty teams consist of: Crime Response Unit; Civil Disturbance Team; and Major Collision Response Team. Other multi-jurisdictional teams may be created to meet the future needs of the Signatory Agencies by majority vote of the oversight board.

4. **OVERSIGHT AND GOVERNANCE OF SPECIALTY TEAMS.**

The management and affairs of the multi-jurisdictional special teams operating under this agreement shall be governed by an oversight board composed of the police chief, or his/her designee, from each of the participating cities. Each member of the oversight board shall have an equal vote and voice regarding board decisions. All decisions shall be made by majority vote of board members or their designees appearing at the meeting in which the decision is made.

The oversight board may, at its discretion, adopt policies, regulations, and operational procedures applicable to the specialty teams operations and structure consistent with best practices. In addition, the oversight board may adopt standards for individual officer's qualifications and training requirements for selection and participation on any specialty team.

5. **TRAINING, EQUIPMENT, & COSTS**

The intent of this agreement is for each agency to share resources to promote the most effective and efficient delivery of law enforcement services for Signatory Agencies. The oversight board may adopt a budget for a specialty team as necessary at the board's discretion. All liability for salaries, wages, or other compensation and/or benefits for officers or employees performing under this agreement shall be that of the employing participating city.

Costs associated with specialized training of members participating on specialty teams may be allocated among participating cities in the ratio of the number of individual officers participating from each agency unless it is determined by the oversight board to be more equitably allocated on a different basis.

Equipment purchased by a signatory agency and loaned for the specific benefit and use by a specialty team shall retain ownership and has the right to determine duration and use.

Specific funding agreements may be structured between participating cities and/or signatory agencies for the purchase of specialty equipment at direction of the

oversight board. In addition, participating cities or signatory agencies may pursue grants for the procurement of equipment that the oversight board deems helpful or necessary to support specialty teams or in furtherance of this agreement.

6. **REQUESTS FOR ASSISTANCE.** In the event of a Major Law Enforcement Operation, the first law enforcement resources to be used shall be those of the primarily responsible agency. In the event that such resources are inadequate for the primarily responsible agency to safely control the situation, or there is a need for a specialized team, a request for mutual aid under this agreement will be made by the Chief or designee of the primarily responsible agency directly to any Signatory Agency or designated specialty team leader. Such requests for assistance shall, if possible, specify the number of police officers and types of equipment required, and shall further specify where and to whom such officers are to report and where and to whom the equipment should be delivered.
7. **OPERATIONAL COMMAND.** In the event of mobilization under this agreement, the Primarily Responsible Agency shall take charge of the operation, unless the Primarily Responsible Agency specifically requests that a different law enforcement agency or unit fulfill this responsibility, or unless the scope of the problem is multi-jurisdictional, in which case the provisions of the Statewide Mutual Aid plan become operative. Taking charge of an operation shall include directing the assignment of all personnel and equipment. The assignment of duties to officers of assisting agencies shall be made by the supervising officer of the Primarily Responsible Agency unless that responsibility is delegated to a different law enforcement agency or specialty team leader/commander.
8. **AUTHORIZED STAFF.** The parties to this agreement shall provide the names and phone numbers of staff who have the authority to commit staffing, resources, and/or equipment to any Major Law Enforcement Operation.
9. **PRESS RELEASES.** Signatory agencies to this agreement will coordinate any press releases relating to mutual aid activities only through the Primary Responsible Agency in an effort to fully and fairly acknowledge the contributions of participating agencies and with due regard for the integrity of the operations and the safety of officers.
10. **ARREST POLICIES.** Arrest policies will be determined by mutual agreement of the Primarily Responsible Agency and assisting agencies or specialty teams providing Major Law Enforcement Operation Services consistent with State and Federal Guidelines.
11. **PRISONER TRANSPORTATION.** Transportation of prisoners will be coordinated by the supervising officer in charge of the incident.
12. **SUPPLY REPLACEMENT.** The Primarily Responsible Agency will be responsible for supplying and/or replacing supplies needed and/or used by officers from an Assisting Agency if requested. Each agency shall be responsible for any repairs

and/or damages done to their own vehicles or equipment as a result of participation in a Major Law Enforcement Operation.

13. **EQUAL SHARING OF LIABILITY.** The Signatory Agency agree that liability for the negligent or tortious actions of the Multi-Jurisdictional Specialty Teams or any police officer or employee working for or on behalf of the Multi-Jurisdictional Specialty Teams will be on an equal share basis between the Signatory Agency. This general agreement on liability sharing is subject to the following terms and conditions set forth below.

14. **HOLD HARMLESS.** Each Signatory Agency agrees to hold harmless and indemnify the other participating Cities from any loss, claim or liability arising from or out of the negligent or tortious actions or inactions of its employees or each other as related to any Signatory Agency activity. Such liability shall be apportioned among the cities equally on an equal shares basis subject to any limitation set forth below.

15. **DEFENSE OF LAWSUITS.** Each Signatory Agency shall be responsible for selecting and retaining legal counsel for itself and for any employee of said city who is named in a lawsuit alleging liability arising out of Multi-Jurisdictional Specialty Teams operations. Each city who retains counsel for itself and/or its employees shall be responsible for paying the attorney's fees incurred by that counsel. The cities shall not share costs of defense among each other unless they specifically agree to have one attorney representing all of them in any particular legal action.

16. **NOTICE OF CLAIMS AND LAWSUITS AND SETTLEMENTS.** In the event that a lawsuit is brought against a Signatory Agency city or employee for actions arising out of their conduct in support of the Multi-Jurisdictional Specialty Teams operations, it shall be the duty of each said city to notify the other cities that said claims or lawsuit has been initiated. No settlement of any such claim or lawsuit by any single city shall require equal shares contribution by any city unless it was done with the knowledge and specific consent of the other participating cities. Any settlement made by any individual city or member which does not have the consent of the other participating cities to this agreement will not require any sharing of payment of said settlement on behalf of the non-consenting cities.

17. **SETTLEMENT PROCEDURE.** Any city or Signatory Agency member who believes that it would be liable for a settlement or judgment which should be equally shared by the other participating cities to this agreement shall have the burden of notifying each other participating city of all settlement demands made to that city and any claims and/or lawsuits naming that city and/or its employees for what may be a joint liability. Furthermore, if the other Signatory Agency city is not named as a party to the actions, it shall be the burden of the city named in the lawsuit to keep the other participating cities fully apprised of all developments in the case and all settlements demands, mediations or any other efforts made towards settlement. Settlements require

the specific consent of all Cities to this agreement before any equal share obligations for payment by all participating members becomes effective.

No city shall enter into a settlement with a claimant or plaintiff unless said settlement ends the liability of all participants to this agreement and on behalf of their respective employees and officers. It is the intent of this agreement that the cities act in good faith on behalf of each other in conducting settlement negotiations on liability claims or lawsuits so that, whenever possible, all parties to this agreement agree with the settlement costs or, in the alternative, that all parties to this agreement reject settlement demands and agree to go to trial and share equally in any judgment incurred as a result of the decision to go to trial. However, in the event that a settlement demand is presented to all the participating members to this agreement and there is not unanimous consent to pay the settlement, then and only then the following results shall occur:

The cities shall be free to seek a separate settlement with the claimant and/or plaintiff which would eliminate the liability of that city and/or its employees and, if such separate settlement is reached, that city would have no responsibility to pay any proportionate amount of any judgment rendered against the cities and/or their employees that did not settle. A city making a separate settlement would not have to pay any proportion amount of any subsequent settlement that others might reach. Any city making a separate settlement would have no right to seek any reimbursement or contribution for any portion of a settlement which said city had reached separately with the claimant and/or plaintiff.

18. **COOPERATION IN DEFENSE OF LAWSUITS.** The Signatory Agency city's and their respective defense counsel shall, to the extent reasonably legally possible and consistent with the best interests of their respective clients, cooperate in the defense of any lawsuit arising out of the operations of the Multi-Jurisdictional Specialty Teams and shall agree, wherever possible, to share non-attorney fee-related costs such as records gathering, preparation of trial exhibits, and the retention and payment of expert witnesses.

19. **PAYMENT OF JUDGMENTS.** Unless there is an exception as provided in paragraph 13, it is the intention of the Signatory Agencies to jointly pay any judgment on a pro-rata equal basis for any judgment against any employee or city for negligence or tortious action arising out of their conduct in the course of their employment or duties as Multi-Jurisdictional Specialty Teams members or in support of such Multi-Jurisdictional Specialty Teams operations; regardless of what percentage of liability may be attributed to that member city or its employees by way of verdict or judgment, including the costs of any awarded plaintiff's attorney's fees and costs. It is the intent of the parties to add up the total combined judgment against any Signatory Agency or officer for compensatory damages and/or plaintiff's attorney's fees and costs and to divide said total combined judgment into 12 shares and each city would then pay 1/12 of the total combined judgment to satisfy the judgment. Any city which refused to pay its proportionate 1/12 share would then be liable to the cities who paid that member's share in order to satisfy a judgment plus any attorney's fees incurred in the collection of said monies from the non-paying member.

NOTHING HEREIN SHALL REQUIRE, OR BE INTERPRETED TO:

Waive any defense arising out of RCW Title 51.

Limit or restrict the ability of any City or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims of third parties, including, but not limited to, any good faith attempts to seek dismissal of legal claims against a party by any proper means allowed under the civil rules in either state or federal court.

Cover or apportion or require proportionate payment of any judgment against any individual or city for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages, fines or sanctions against any individual or city municipal corporation. Payment of punitive damage awards shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This agreement does not require equal sharing of any punitive damage awards, fines or sanctions.

20. **PRE-EXISTING CLAIMS OR LAWSUITS.** For purposes of claims or lawsuits which predate this agreement or the occurrence which gave rise to said claim or lawsuit predates this agreement, it is the intention of the parties that those claims, and lawsuits be handled, processed and paid as though the terms of this agreement were in full force and effect at the time of the occurrence which gave rise to the claim or lawsuit.

21. **INSURANCE COVERAGE.** Each party shall, to the best of their ability, coordinate their liability insurance coverages and/or self-insured coverages to the extent possible to fully implement and follow the agreement set forth herein. To that purpose, for the duration of this agreement each party shall maintain occurrence based general and police professional liability insurance or self-insurance coverage with a limit of not less than ten million dollars (\$10,000,000.) per occurrence, However, the consent of any liability insurance carrier or self-insured pool or organization is not required to make this agreement effective as between the member cities signing this agreement and the failure of any insurance carrier or self-insured pool or organization to agree or follow the terms of this provision on liability shall not relieve any individual city from its obligations under this agreement.

22. **INJURY BENEFITS.** Whenever any commissioned officer of a Signatory Agency is injured while acting pursuant to this agreement, even though such injury may have occurred while the officer was under the direction of a Signatory Agency which was not the employer of the injured officer at the time of such injury, such officer and/or his/her dependents shall receive from that officer's employer, the same benefits which such officer would have received had said officer been acting under the immediate direction of said officer's employer and within said employer's jurisdiction.

23. **AUTOMATIC COMMISSION.** Full time commissioned officers who are responding to any request for assistance under this agreement shall be automatically commissioned by virtue of this agreement, pursuant to RCW 10.93.070 (1), through the commissioning authority of the Primarily Responsible Agency, and therefore shall be empowered to exercise the same police authority during the entirety of their response to the Major Law Enforcement Operation as though they were full-time commissioned officers of the Primarily Responsible Agency. This provision shall apply whether the request for assistance is based upon a formal request between department heads, a request through commanders or supervisors, or when the officers of one jurisdiction cross jurisdictional boundaries to aid or assist the officers of another Signatory Agency.

24. **TERM OF AGREEMENT/WITHDRAWAL FROM AGREEMENT.** The term of this agreement shall be of indefinite duration. Any Signatory Agency may withdraw from this agreement when a period of thirty (30) days has elapsed after notification is made by letter to the other Signatory Agencies' normal business address. Withdrawal or non-execution of this agreement by any one agency shall not affect the continued efficacy of the agreement with regard to other Signatory Agencies. The oversight board can at their discretion by majority vote accept further participants to this agreement after the execution of this agreement.

25. **CONTRACT ADMINISTRATION.** The parties do not by this agreement intend to create any separate legal or administrative entity. The Signatory Agencies will cooperatively work together to further the intent and purpose of this agreement. The chiefs of police from the Signatory Agencies shall be responsible for administering the terms of this agreement.

26. **MODIFICATION AND SEVERABILITY.** The parties may amend, modify, or supplement this Agreement only by written agreement of all the parties. If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudged.

27. **EXTENT OF AGREEMENT.** This agreement contains the complete understanding of the parties regarding the subject matter of this agreement.

28. **AUTHORIZATION.** By resolution or ordinance or otherwise pursuant to law, the governing bodies of the Signatory Agencies listed below have authorized their respective designated officials to execute this agreement on their behalf. This agreement may be executed by counterparts and if so, shall be deemed valid as if each designated official had signed the original.

CITY OF BONNEY LAKE

By: _____
Mayor date

Administrator date

Chief of Police date

CITY OF DUPONT

By: _____
Mayor date

Administrator date

Chief of Police date

CITY OF FIRCREST

By:

City Manager date

Chief of Police date

CITY OF BUCKLEY

By:

City Administrator date

Chief of Police date

CITY OF FIFE

By: _____
Mayor date

City Manager date

Chief of Police date

CITY OF GIG HARBOR

By:

Mayor date

Administrator date

Chief of Police date

CITY OF LAKEWOOD

By: _____
Mayor date

Administrator date

Chief of Police date

CITY OF PUYALLUP

By: _____
Mayor date

City Manager date

Chief of Police date

TOWN OF STEILACOOM

By: _____
Mayor date

Administrator date

Chief of Police date

CITY OF SUMNER

By: _____
Mayor date

Administrator date

Chief of Police date

CITY OF ORTING

By: _____
Mayor date

Administrator date

Chief of Police date

CITY OF MILTON

By: _____
Mayor date

City Administrator date

Chief of Police date

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: Fircrest Park Maintenance Facility Contract

ITEM: 13D

DATE: June 25, 2024

FROM: Tyler Bemis, Public Works Director

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute a Public Works contract with Creative Custom Construction, LLC, for the Fircrest Park Maintenance Facility Project.

PROPOSAL: The Council is being asked to authorize the City Manager to execute a Public Works contract with Creative Custom Construction, LLC, for the Fircrest Park Maintenance Facility Project in the amount of \$155,000, including tax.

This project will expand the Parks Maintenance Facility's footprint from the current 34 ft by 24 ft to 54 ft by 24 ft. Upgrades include the electrical panel, interior and exterior lighting, a wash tub with a safety eye wash station, and an outdoor fenced storage area for securing equipment, supplies, and a fuel cabinet (see advertisement for bid).

The City received bids from three contractors. Bid tabulations for the project are attached.

FISCAL IMPACT: Funding for this project is included in the 2024 Park Bond Capital Fund budget.

ADVANTAGE: Upgrading this structure will provide much-needed additional storage, compliant electrical upgrades, a new roof and siding, and enhanced safety features. Improved accessibility to equipment and supplies will greatly benefit staff during our many City events.

DISADVANTAGES: None.

ALTERNATIVES: Do not upgrade the existing facility.

HISTORY: The condition of the Parks Maintenance Facility at Fircrest Park has significantly deteriorated over the years. Additionally, there is a pressing need for additional storage to house the equipment and tools necessary for maintaining the city's primary attractions within the park. This project has been under discussion since before the COVID-19 pandemic, and staff are thrilled to see it come to fruition. Creative Custom Construction, LLC, a locally owned and operated company from North Tacoma, has been selected for the project.

ATTACHMENTS: [Resolution](#)
[Public Works Contract](#)
[Exhibit A – Scope of Work](#)
[Advertisement for Bid](#)
[Bid Tabulation](#)

**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
CREATIVE CUSTOM CONSTRUCTION, LLC FOR THE
FIRCREST PARK MAINTENANCE FACILITY PROJECT.**

WHEREAS, the City of Fircrest owns, operates, and maintains its parks and facilities;
and

WHEREAS, the condition of the Park Maintenance Facility at Fircrest Park has
significantly deteriorated over the years; and

WHEREAS, there is a need for additional storage to house the equipment and tools
necessary for maintaining the City's parks and related facilities; and

WHEREAS, Creative Custom Construction, LLC was the lowest responsive bidder for
the Fircrest Park Maintenance Facility Project;

**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 Creative Custom Construction, LLC, for the Fircrest Park Maintenance
Facilities Project.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 25th day of June 2024.

APPROVED:

Shannon Reynolds, Mayor

ATTEST:

Arlette Burkhardt, Acting City Clerk

APPROVED AS TO FORM:

Robert Zeinemann, City Attorney

CITY OF FIRCREST
PUBLIC WORKS CONTRACT
PARKS MAINTENANCE FACILITY UPGRADE PROJECT

THIS CONTRACT, hereinafter referred to as the "Contract," is entered into this **25th day of June 2024** by and between the **City of Fircrest**, a political subdivision of the State of Washington and hereinafter referred to as the "City," and **Creative Custom Construction, LLC**, 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 DESIGNATION/SCOPE OF SERVICES.** The Contractor shall do all work and furnish all tools, materials, and equipment for the **Fircrest Park, Parks Maintenance Facility Upgrade 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 **December 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. Changes in the scope of work ordered by the City, labor disputes, major natural disasters, unusual delays in transportation, unavoidable casualties, City permitting delays, or any cause beyond the Contractor's control that the City may determine justifies the delay may be reasonable cause for the extension of the contract time by Change Order.

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 **Parks Maintenance Facility Upgrade Project** shall not exceed **\$155,000.00, 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.
5. **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.
6. **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.
7. **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.
8. **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.
9. **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.
10. **HAZARDOUS CONDITIONS.** The Contractor shall maintain all work sites free of hazards to persons and/or property resulting from its operation.
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. | |

A Certificate of Insurance showing the foregoing must be submitted to the City for approval 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. 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.

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. 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.

16. 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.

17. 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 **June 7, 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.

If any dispute arises as to what the prevailing rates of wages for work of 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.

- 18. 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.
- 19. SAFETY REQUIREMENT.** All work performed under the terms of this Contract shall be performed in a manner that provides maximum safety to the public and city employees.
- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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.

24. 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.

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

CREATIVE CUSTOM CONSTRUCTION, LLC

By: _____
Dawn Masko, City Manager

By: _____
Printed Name: _____
Title: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
Robert Zeinemann, City Attorney

By: _____
Arlette Burkhardt, Acting City Clerk

**CITY OF FIRCREST
PUBLIC WORKS CONTRACT
FIRCREST PARK MAINTENANCE FACILITY PROJECT**

EXHIBIT A – SCOPE OF WORK

Project Description:

The scope of “design/build” work consists of the following:

Remove the south-facing wall to extend the structure and existing concrete slab 20 feet to the south, remove western facing concrete ramp, replace the roof to account for a 10-foot covered storage area to the west, and install gutters and siding to mirror the colors and aesthetic of the Fircrest Community Center. Remove the west facing rollup door and frame in area. The 10-foot covered storage area will also include an additional 10 feet of uncovered gravel storage space. This entire area is to be enclosed with a black vinyl 6ft chain link fence with privacy slats and a double swinging gate. Replace existing eastern facing rollup door and add an eastern facing man-door near the SE corner of the structure. Additional interior and exterior electrical upgrades to include receptacles, LED lighting, and a new Panel. The structure requires basic water and sewer needs to accommodate a utility sink and eyewash station. All backfill of the foundation and storage area shall be completed with 3 inches deep of 5/8-inch CSTC.

Sewer connection will need to be made to existing sewer stub. Onsite water is already metered but will need to be reconnected.

ADVERTISEMENT FOR BIDS
FIRCREST PARK, PARKS MAINTENANCE FACILITY UPGRADE PROJECT

Notice is hereby given that the City of Fircrest, Pierce County, Washington does hereby invite sealed proposals for the **Fircrest Park, Parks Maintenance Facility Upgrade Project** as described and in accordance with the Bid Documents.

Bid Documents will be available beginning **May 20, 2024**. Free-of-charge access to project Bid Documents (plans, specifications, addenda, and Bidders List) is provided to Prime Bidders, Subcontractors, and Vendors by going to www.bxwa.com and clicking on "Posted Projects", "Public Works", and "City of Fircrest". This online plan room provides Bidders with fully usable online documents with the ability to: download, view, print, order full/partial plan sets from numerous reprographic sources, and a free online digitizer/take-off tool. It is recommended that Bidders "Register" in order to receive automatic e-mail notification of future addenda and to place themselves on the "Self-Registered Bidders List". Bidders that do not register will not be automatically notified of addenda and will need to periodically check the on-line plan room for addenda issued on this project. Contact Builders Exchange of Washington at (425) 258-1303 should you require assistance with access or registration.

This project includes an optional pre-bid walk-through. The pre-bid walk-through for this project is scheduled for **WEDNESDAY, MAY 29, 2024 at 11:00 AM**. The meeting will be onsite at 424 Spring St, Fircrest WA, 98466

The scope of "design/build" work consists of the following: See attached aerial photo and pictures for reference.

Remove the south facing wall to extend the structure and existing concrete slab 20 feet to the south, remove western facing concrete ramp, replace roof to account for a 10-foot covered storage area to the west, install gutters and siding to mirror the colors and aesthetic of the Fircrest Community Center. Remove the west facing rollup door and frame in area. The 10-foot covered storage area will also include an additional 10 feet of uncovered gravel storage space. This entire area is to be enclosed with a black vinyl 6ft chain link fence with privacy slats and a double swinging gate. Replace existing eastern facing rollup door and add an eastern facing man-door near the SE corner of the structure. Additional interior and exterior electrical upgrades to include receptacles, LED lighting, and new Panel. The structure requires basic water and sewer needs to accommodate a utility sink and eyewash station. All backfill of the foundation and storage area shall be completed with 3 inches deep of 5/8-inch CSTC.

Sewer connection will need to be made to existing sewer stub. Onsite water is already metered but will need to be reconnected.

The City of Fircrest will cover all permitting costs in addition to applicable General Facilities Charges for reconnecting to City Water and Sewer.

Estimated Bid Range: \$125,000 to \$175,000

Proposals for this work must be sealed, marked "CITY OF FIRCREST – FIRCREST PARK, PARKS MAINTENANCE FACILITY UPGRADE PROJECT", and returned to the City of Fircrest City Hall at 115 Ramsdell Street, Fircrest, WA 98466-6999 by 1:00 PM June 7, 2024 where and at which time the proposals will be opened and read aloud.

Direct questions regarding the project to Bryce Wakefield, Maintenance Lead. Ph: (253) 238-4119, Email: bwakfield@cityoffircrest.net. All work performed on this project will be subject to Washington State prevailing wage rates. The City of Fircrest is an Equal Opportunity Employer.

Each bid shall be accompanied by a bid bond, in the amount not less than 5% of the bid amount, with a corporate surety licensed to do business in the State of Washington, and no bid will be considered unless accompanied by such a bond. At time and place named, such bids will be opened and read, and the City of Fircrest staff will proceed to canvas the bids and may award the project Contract to the lowest responsible bidder. Responsive bidders shall also submit proof of non-debarment along with obtaining a City Business License. The City of Fircrest reserves the unqualified right in their sole and absolute discretion to reject any and all bids, and to accept the bid which, in their sole and absolute judgment will, under all circumstances, best serve the interest of the City of Fircrest.

THE CITY OF FIRCREST

Tyler Bemis, Public Works Director

DATE: May 17, 2024
PUBLISH: The Tacoma Daily Index, May 20th and May 28th, 2024
Seattle Daily Journal of Commerce, May 20th and May 28th, 2024
BID OPENING: 1:00 PM June 7th, 2024

CITY OF FIRCREST
 Bid Opening
 Fircrest Park, Parks Maintenance Facility Upgrade Project
 Est. Bid Range \$125,000.00 to \$175,000.00
 Friday, June 7th, 2024 @ 1:00 PM

Contractor Name	Proposal Amount	Proposal Signature	Bid Bond Included	
CREATIVE CUSTOM CONSTRUCTION LLC	\$155,000	X	X	
D&D CONSTRUCTION INC	\$298,000	X	X	
JA MORRIS CONSTRUCTION LLC	\$174,950	X	X	
	\$			
	\$			
	\$			
	\$			
	\$			
	\$			
	\$			

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: **RWJ Consultants Professional Services Agreement Amendment**
ITEM: **13E**
DATE: **June 25, 2024**
FROM: **Dawn Masko, City Manager**

RECOMMENDED MOTION: **I move to adopt Resolution No. ____ authorizing the City Manager to execute an amendment to the professional services agreement with RWJ Consultants for Project Coordinator services.**

PROPOSAL: The Council is being asked to authorize the City Manager to execute an amendment to the professional services agreement with RWJ Consultants for project coordinator services relating to the proposed mixed-use development project at 2119 Mildred Street West and any sewer-related items, including a sewer transfer agreement with Pierce County.

FISCAL IMPACT: Services will be billed at \$75 per hour for a total not to exceed \$10,000.

ADVANTAGE: This agreement will provide continued project coordination services and allow for continued momentum regarding the outstanding items related to the mixed-use project and associated sewer issues.

DISADVANTAGES: None.

ALTERNATIVES: None that are viable.

HISTORY: In July 2023, the City entered into a professional services agreement with RWJ Consultants for project coordination services. Principal Bob Jean has been intricately involved in the mixed-use project (previously known as the Prose project) and sewer-related items since April 2023 and possesses the professional expertise to complete the outstanding items.

These services had been put on hold for the past several months as the property was no longer under contract. As the City prepares to work with a new developer, the services of RWJ Consultants will now need to be utilized again.

The current professional services agreement expires on June 30, 2024. The City wishes to extend it through December 31, 2024. The hourly fee of \$75 for actual hours worked remains unchanged. To date, there is \$2,275 remaining on the agreement.

ATTACHMENTS: [Resolution Professional Services Agreement Amendment #3](#)

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE CITY
MANAGER TO EXECUTE AMENDMENT #3 TO THE
PROFESSIONAL SERVICES AGREEMENT WITH RWJ
CONSULTANTS FOR PROJECT COORDINATOR SERVICES.**

WHEREAS, the City of Fircrest has contracted with RWJ Consultants to provide project coordination support for the proposed mixed-use development project located at 2119 Mildred Street West in Fircrest, Washington, and sewer-related items; and

WHEREAS, the term of said Agreement will expire on June 30, 2024; and

WHEREAS, the City of Fircrest wishes to continue utilizing RWJ Consultants for these services;

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

Section 1. The City Manager is hereby authorized and directed to execute an amendment to the professional services agreement with RWJ Consultants for project coordinator services.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 25th day of June 2024.

APPROVED:

Shannon Reynolds, Mayor

ATTEST:

Arlette Burkhardt, Acting City Clerk

APPROVED AS TO FORM:

Robert Zeinemann, City Attorney

**AMENDMENT #3
TO THE CITY OF FIRCREST
PROFESSIONAL SERVICES AGREEMENT
WITH RWJ CONSULTANTS**

This Amendment is hereby made and entered into this 25th day of June 2024 by and between the City of Fircrest, a political subdivision of the State of Washington, hereinafter referred to as the “City,” and RWJ Consultants, hereinafter referred to as “Consultant” or “RWJ,” to be effective July 1, 2024.

WITNESSETH:

1. **Purpose:** The purpose of this third amendment is to amend the July 16, 2023, agreement. This amendment is limited to the amendments set forth herein. All of the remaining terms and conditions of the original agreement dated July 16, 2023, Amendment #1, dated December 16, 2023, and Amendment #2, dated March 26, 2024, shall remain in full force and effect. The amendments are as follows:

2. Section 2 is hereby amended to read as follows:

Scope of Services: RWJ shall serve as the City’s Project Coordinator for the housing development at 2119 Mildred Street West in Fircrest, previously known as the Prose Project. RWJ shall perform coordination functions and duties as requested by the City and which are needed for the City to serve the Project area with sanitary sewer service, including reductions in infiltration and inflow (I&I) into the City’s sanitary sewer system, intergovernmental coordination with the City of Tacoma and Pierce County as directed, and to perform other legally permissible and proper duties and functions as agreed to by the City and RWJ and as outlined in Exhibit A to this Amendment.

3. Section 7 is hereby amended to read as follows:

Time Period of Agreement: Notwithstanding the date of execution hereof, this Agreement shall be in effect beginning July 16, 2023, and will terminate as the City Manager determines, not later than December 31, 2024.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three counterparts, each of which shall be deemed as originals, in the year and day first mentioned above.

CITY OF FIRCREST

RWJ Consultants

By _____
Dawn Masko, City Manager

By _____
Robert W. Jean

Approved as to Form:

By _____
Robert Zeinemann, City Attorney

EXHIBIT A

The duties of the Project Coordinator may include but not be limited to outstanding items related to the mixed-use project located at 2119 Mildred Street West in Fircrest, WA, and associated sewer-related items as follows:

- Communications with the City of Tacoma regarding sewer capacity and NW Corner.
- I&I monitoring/review by Public Works and communications with Tacoma per the June 2014 agreement.
- Sewer Basin Transfer Agreement approval or ongoing negotiations/litigation support.
- Northwest Corner Joint Study Area review with Tacoma, Pierce County, and Fircrest.
- Other intergovernmental coordination as needed, e.g., Boundary Review Board.
- Evaluation of any public-private options proposed by Pierce County and Fircrest's long-term sewer service options and costs.
- Coordination with the City Attorney, City Manager, and City Council regarding legal risks and options.
- Other sanitary sewer-related services as determined by the City Manager.

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: 2024 Comprehensive Plan Public Survey Responses

ITEM: 13F

DATE: June 25, 2024

FROM: Mark Newman, Community Development Director

RECOMMENDED MOTION: None. Discussion only.

SUMMARY: Provide an update on the 2024 Comprehensive Plan Public Survey, along with data analysis, response to public comments, and next steps.

BACKGROUND: As part of the 2024 Comprehensive Plan update, City staff provided an opportunity for the public, public agencies, and stakeholders to comment on the Draft Plan via a JotForm survey. The survey explained the Plan's Vision Statement, asked whether each of the nine Elements in the Plan supported the Vision Statement, asked for open-ended comments/questions, and asked survey-takers to rate the quality of public outreach.

The nine Elements in the Comprehensive Plan include Introduction/Community Character, Community Development, Land Use, Housing, Transportation, Parks, Recreation and Open Space, Capital Facilities, Utilities, and Climate Resilience.

The City advertised the Draft Public Plan and Survey Comment Period in the following ways:

1. Email blast on February 26, 2024, to all who signed up for [Comprehensive Plan Updates](#) via the JotForm since February 2023. This included 40 individuals, Fircrest City Council and Administration, Fircrest Planning Commission, Pierce County Planning Department, Pierce County Sewer Division, Tacoma-Pierce County Health Department, the WA State Department of Archaeology and Historic Preservation, WSDOT, Utility Districts, and Emergency Services, the Department of Ecology SEPA Unit, the WA State Department of Commerce, WA State Department of Fish and Wildlife, WA State Department of Health, WA State DNR, WA State Department of Social and Health Services, the Energy Facility Site Evaluation Council, the State Parks and Recreation Commission, Puget Sound Partnership, Puget Sound Regional Council, the Cities of Gig Harbor, Lakewood, University Place, Tacoma, and Port of Tacoma, the Puyallup Tribe of Indians, Tacoma Public Schools, University Place School District, and South Sound Housing Affordability Partners.
2. Advertisement as a banner on the City's homepage from February 26, 2024, through April 30, 2024.
3. A personal mailer with a QR code link and contact information was sent to every Fircrest household on February 26, 2024.
4. Hard copies of the paper survey, user guide, and a binder of the Draft Plan placed at the City Hall Permit Counter and Roy H. Murphy Community Center for the public to review.

5. The City Manager's Weekly Updates in the following editions: February 23, 2024, March 1, 2024, March 15, 2024, March 29, 2024, April 5, 2024, April 13, 2024, April 27, 2024, and May 4, 2024.
6. Community Development Director Mark Newman's Department Staff Report on February 27, 2024, March 12, 2024, March 26, 2024, April 9, 2024, and April 23, 2024.
7. The Planning Commission agenda packets for the following meetings: February 6, 2024, March 5, 2024, and April 2, 2024.
8. Councilmember George encouraged public participation in the survey during the April 9, 2024, regular meeting in the Built Environment, Planning, and Building Committee, Commission, and Liaison Report.

At the end of the public review period, the Fircrest Planning Commission, South Sound Housing Affordability Partners, WA State Department of Fish and Wildlife, and Puget Sound Regional Council provided comments and suggested edits to the Draft Plan. While City staff made a sincere effort to advertise the Draft Plan and accompanying survey, the final survey results indicated 26 online participants, 2 email participants, and 0 paper survey participants. As the survey was not a research experiment, no null hypothesis was provided for validation. Furthermore, the survey was not created to have results be statistically significant.

City Council has been briefed several times on the lack of remaining budget for the 2024 Comprehensive Plan and the need to move remaining tasks in-house. The survey was created in an attempt to obtain feedback while respecting the lack of budget for the task. As a reminder, the City's budget for the Comprehensive Plan Update was initially \$100,000 but was then increased to \$115,000 due to lack of a responsible bidder.

ATTACHMENTS: [2024 Draft Comp Plan Public Feedback Form](#)
[Public Engagement Results Presentation](#)
[Responses to Questions from the Public](#)



2024 DRAFT COMPREHENSIVE PLAN PUBLIC FEEDBACK FORM

About the Plan...

Based on City-wide feedback, the City is updating the Fircrest Comprehensive Plan. The draft Plan is available for public review.



Both the plan and this survey are available at the lobbies of City Hall and the Community Center.

Fircrest City Hall
115 Ramsdell Street
Fircrest, WA 98466
M-F 8 am to 5 pm

Roy H. Murphy Community Center
555 Contra Costa Avenue
Fircrest, WA 98466
M-F 8 am to 9 pm
Sa-Su 9 am to 5 pm

About the Plan...(Continued)

It's a big document, with nine (9) unique Elements (or Chapters). Each individual Element contains Goals, and Policies to meet those Goals. You may provide feedback on each Element, or just the ones you care the most about.

About the Vision Statement...

At the center of the 2024 Draft Comprehensive Plan is the Draft Vision Statement which is shown below.



A VISION FOR FIRCREST

Proposed Vision:

Fircrest treasures its walkable and forested environment, its peaceful and quiet nature, while embracing a variety of housing choices for all people.

Fircrest is a unique community in the region. We will remain safe, resilient, flexible, and connected to our neighbors.

We value community spaces and events that bring us together.

About the Vision Statement...(Continued)

Much like the planets in the solar system revolve around the sun, the nine (9) Elements also revolve around the Vision Statement.

(1) Introduction

(2) Community Development

(9) Climate Resilience

(8) Utilities

(3) Land Use



A VISION FOR FIRCREST

Proposed Vision:

Fircrest treasures its walkable and forested environment, its peaceful and quiet nature, while embracing a variety of housing choices for all people.

(7) Capital
Facilities

Fircrest is a unique community in the region. We will remain safe, resilient, flexible, and connected to our neighbors.

(4) Housing

We value community spaces and events that bring us together.

(6) Parks, Recreation, and Open Space

(5) Transportation

How do I provide feedback?

As you review, try to answer the following questions:

- Most Importantly: Do the goals and policies move us closer to the Vision for Fircrest?
- Thinking about the Element as a whole: Do the goals and policies address the right balance of topics? Are there any topics that have been left out?
- Thinking about specific goals or policy language: Is there goal or policy language that doesn't make sense to you? Flag the goals or policies that you think could be re-written using more plain language.
- If you need more space than what is provided to respond to a question, feel free to use the back of the page which is left blank.

GET READY... GET SET... GO!



Did we get the Vision Statement right?

Question 1 of 13

- ☐ Yes
- ☐ No
- ☐ Other (Please Describe)

Do the goals and policies in the Introduction support the Vision Statement?

Question 2 of 13

- ☐ Yes
- ☐ No
- ☐ Other (Please Describe)

Do the goals and policies in the Community Development element support the Vision Statement?

Question 3 of 13

- ☐ Yes
- ☐ No
- ☐ Other (Please Describe)

BLANK PAGE FOR ADDITIONAL ROOM FOR COMMENT RESPONSES
(IF NONE, SKIP TO FOLLOWING PAGE)

Do the goals and policies in the Land Use element support the Vision Statement?

Question 4 of 13

- ☐ Yes
- ☐ No
- ☐ Other (Please Describe)

Do the goals and policies in the Housing element support the Vision Statement?

Question 5 of 13

- ☐ Yes
- ☐ No
- ☐ Other (Please Describe)

Do the goals and policies in the Transportation element support the Vision Statement?

Question 6 of 13

- ☐ Yes
- ☐ No
- ☐ Other (Please Describe)

BLANK PAGE FOR ADDITIONAL ROOM FOR COMMENT RESPONSES
(IF NONE, SKIP TO FOLLOWING PAGE)

Do the goals and policies in the Parks, Recreation, and Open Space support the Vision Statement?

Question 7 of 13

- ☐ Yes
- ☐ No
- ☐ Other (Please Describe)

Do the goals and policies in the Capital Facilities support the Vision Statement?

Question 8 of 13

- ☐ Yes
- ☐ No
- ☐ Other (Please Describe)

Do the goals and policies in the Utilities support the Vision Statement?

Question 9 of 13

- ☐ Yes
- ☐ No
- ☐ Other (Please Describe)

BLANK PAGE FOR ADDITIONAL ROOM FOR COMMENT RESPONSES
(IF NONE, SKIP TO FOLLOWING PAGE)

Do the goals and policies in the Climate Resilience support the Vision Statement?

Question 10 of 13

- ☐ Yes
- ☐ No
- ☐ Other (Please Describe)

What are we missing? Do you have any other feedback to share?

Question 11 of 13

- ☐ Yes
- ☐ No
- ☐ Other (Please Describe)

How satisfied are you with the City's efforts in public outreach?

Question 12 of 13

- ☐ Extremely Satisfied
- ☐ Satisfied
- ☐ Somewhat Satisfied
- ☐ Dissatisfied
- ☐ Extremely Dissatisfied
- ☐ Other (Please Describe)

BLANK PAGE FOR ADDITIONAL ROOM FOR COMMENT RESPONSES
(IF NONE, SKIP TO FOLLOWING PAGE)

Would you like to leave your contact information to stay involved and receive future alerts? If no, please skip.

Question 13 of 13

Name

Address

Email

Phone
Number

Thank you taking the time filling out this survey.



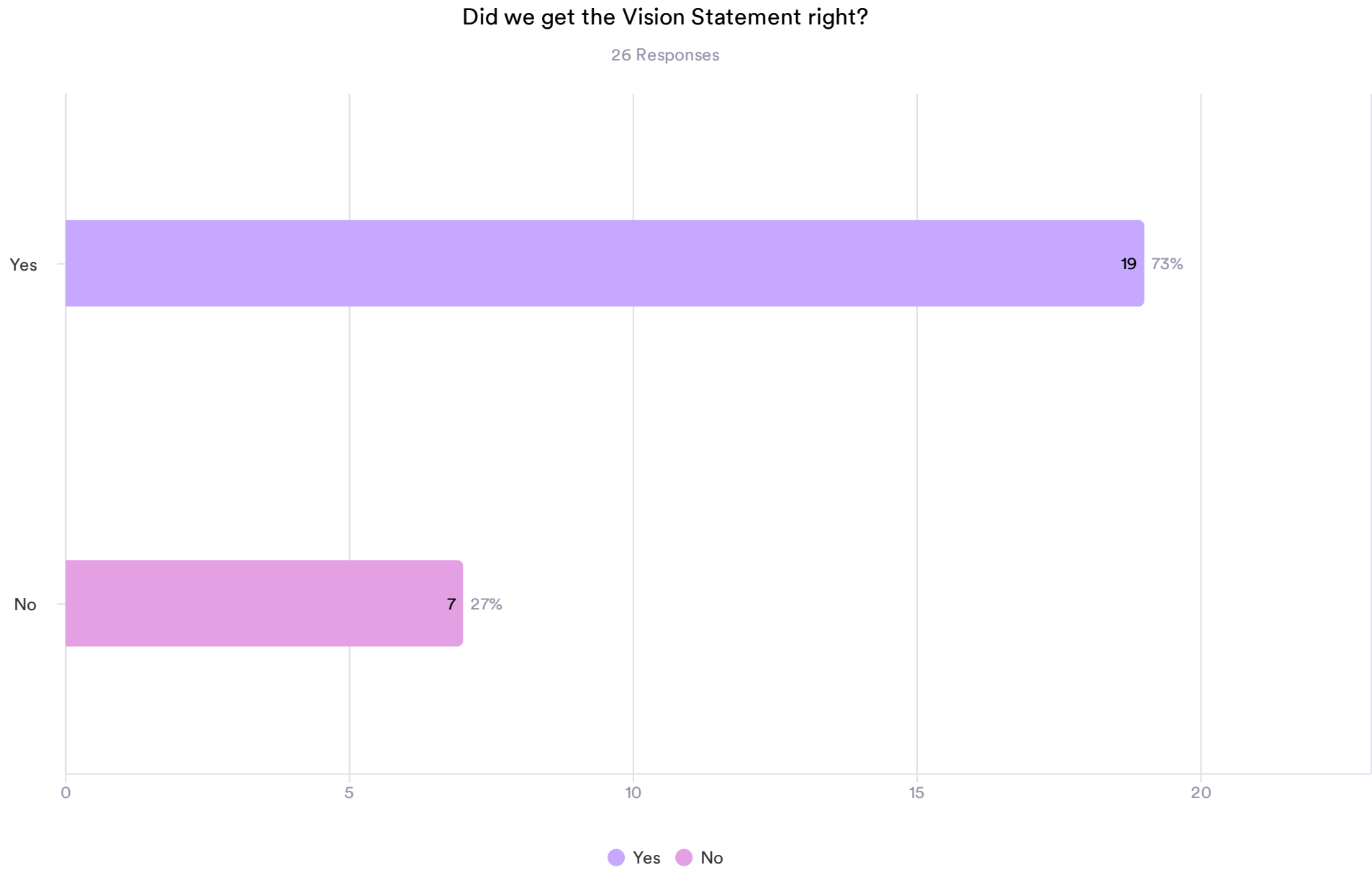
Completed surveys can be dropped off at City Hall or the Community Center and returned to Mark Newman, Community Development Director.

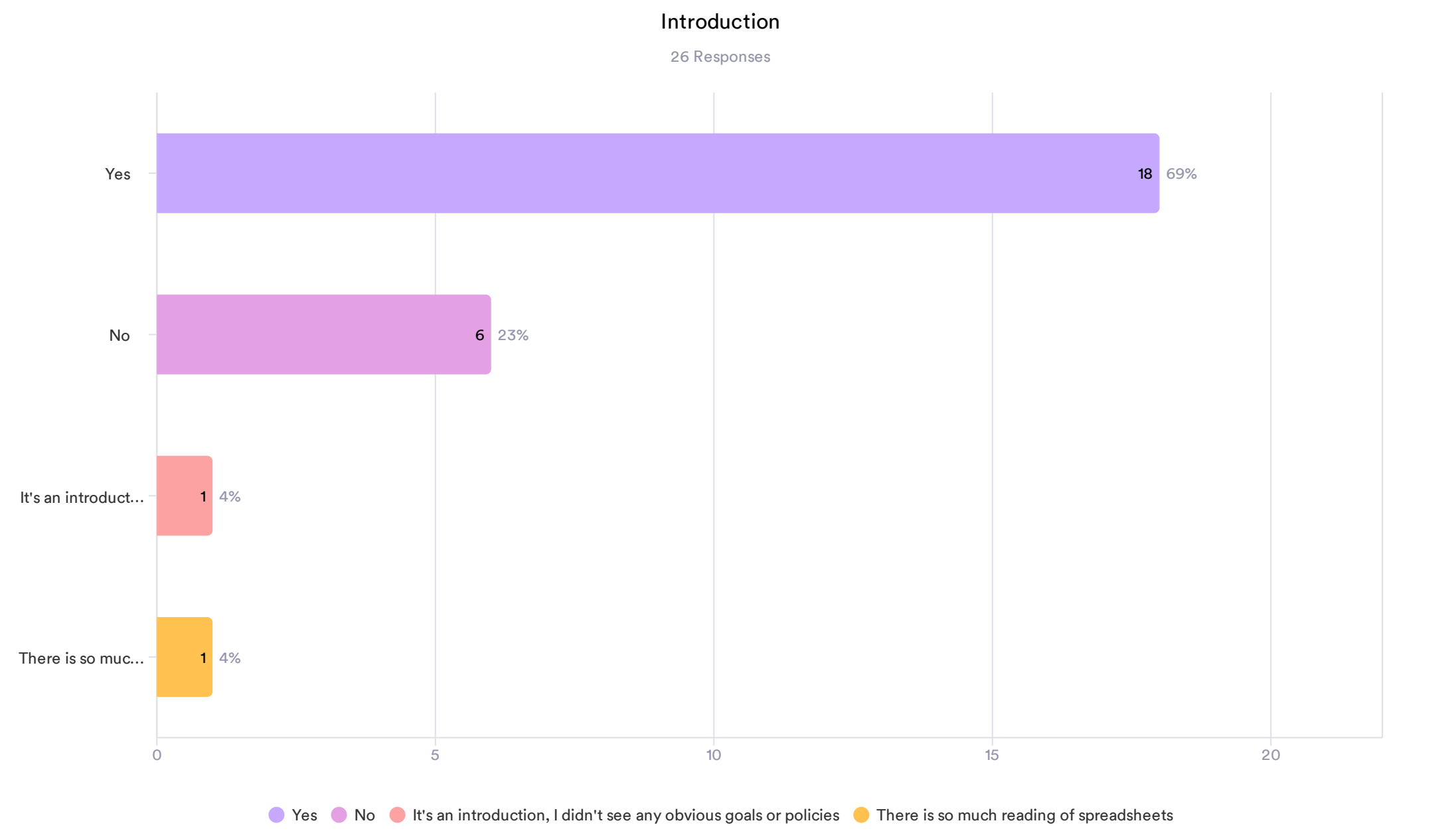
Your submission has been received! Once all responses have been analyzed, we will reach out in the future with our analysis and next steps for recommendations.



2024 Draft Comprehensive Plan

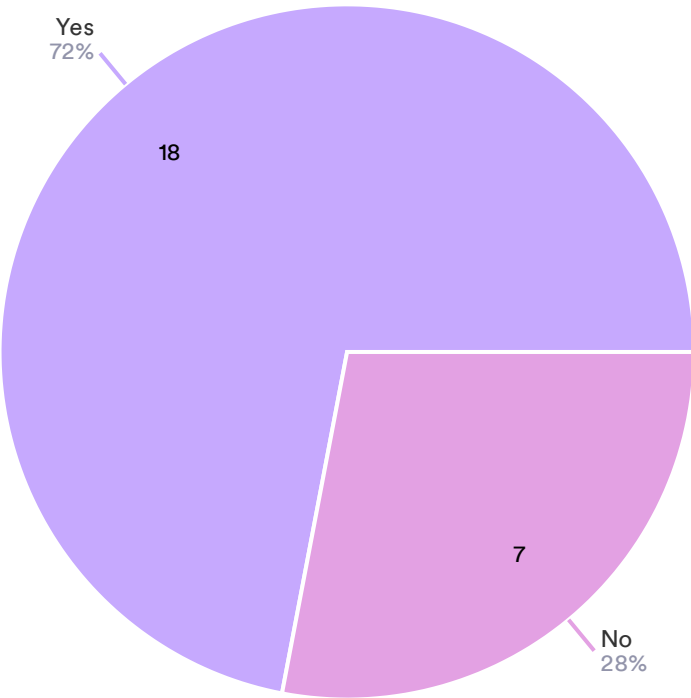
Public Survey Results - June 25, 2024



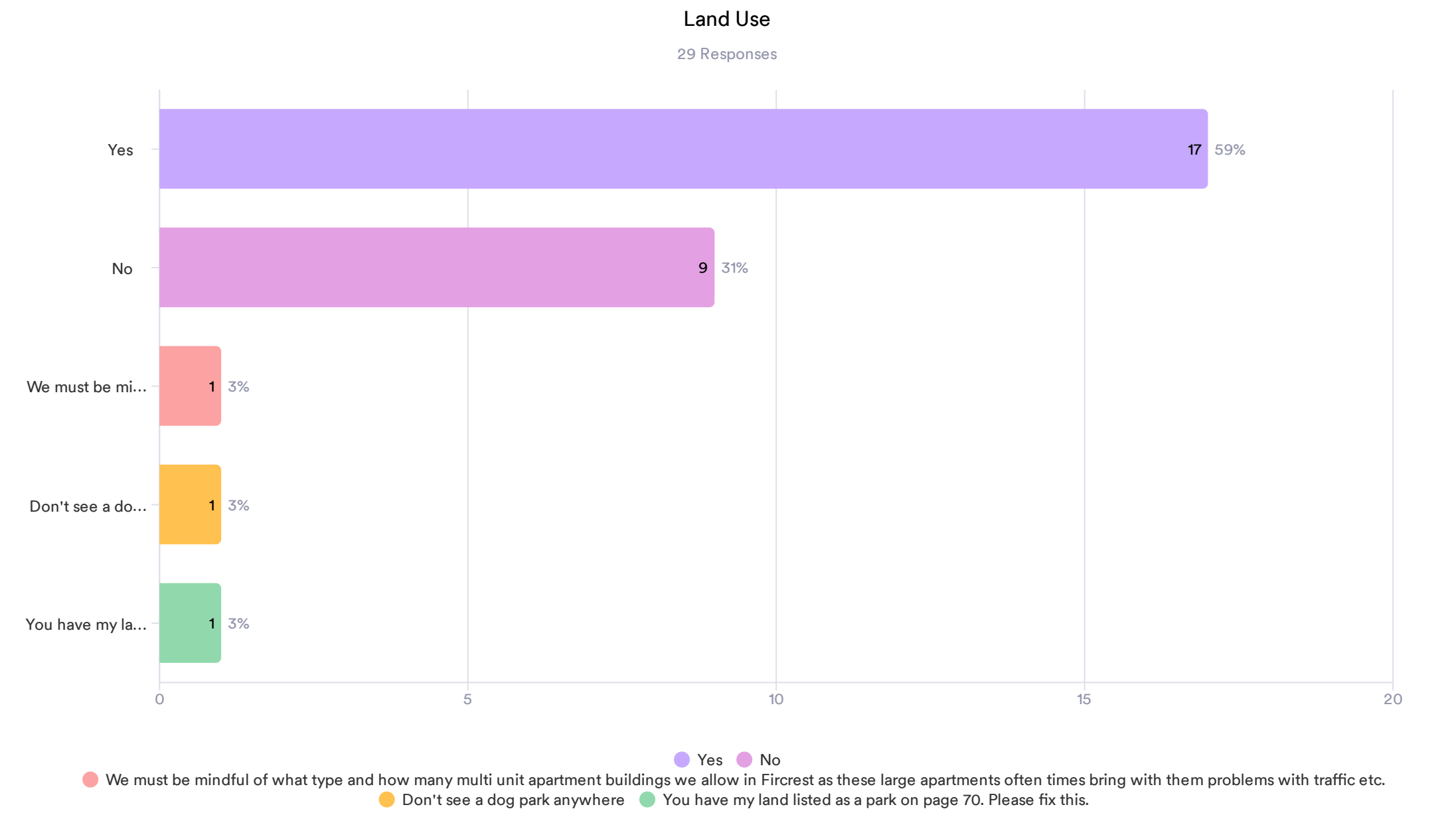


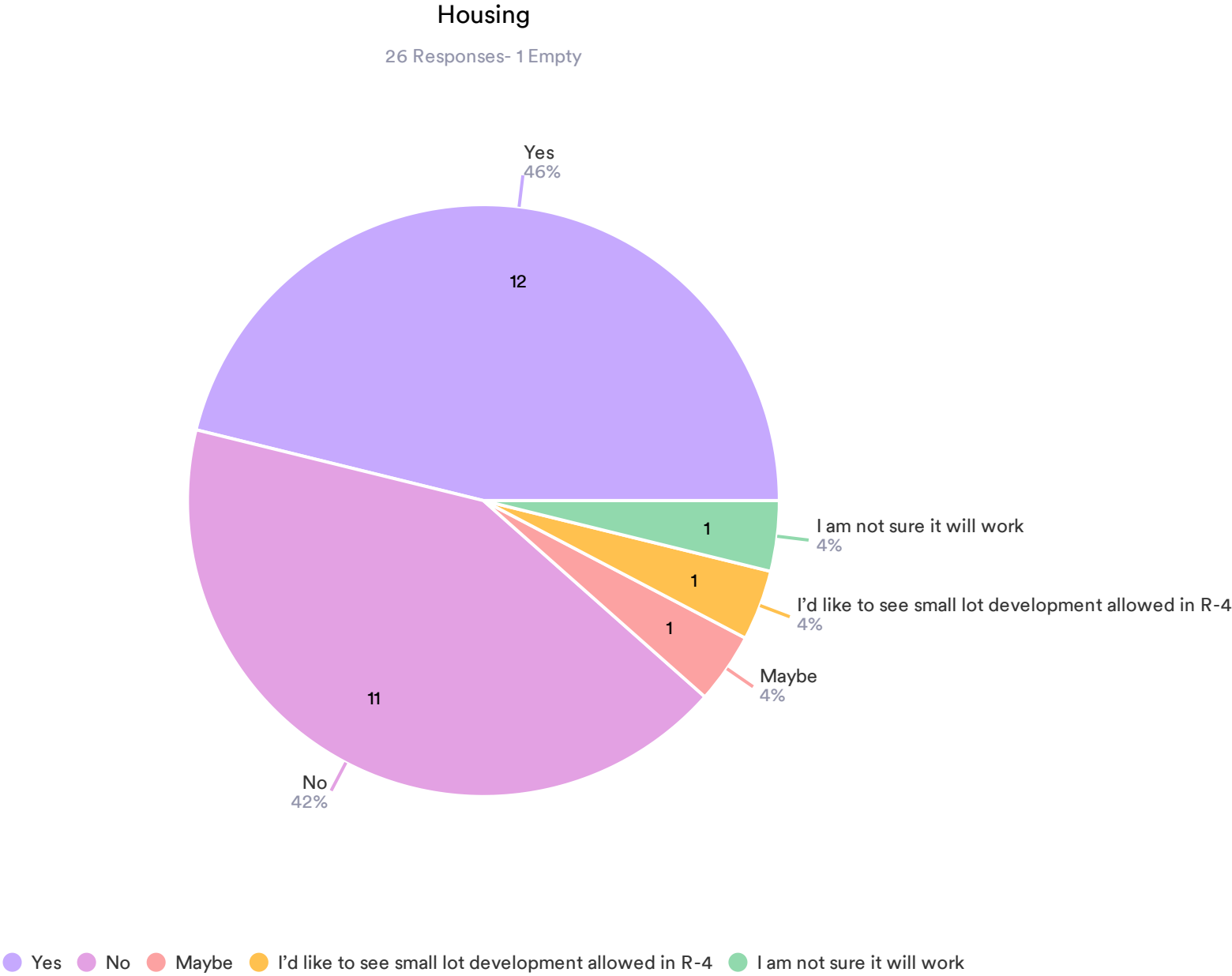
Community Development

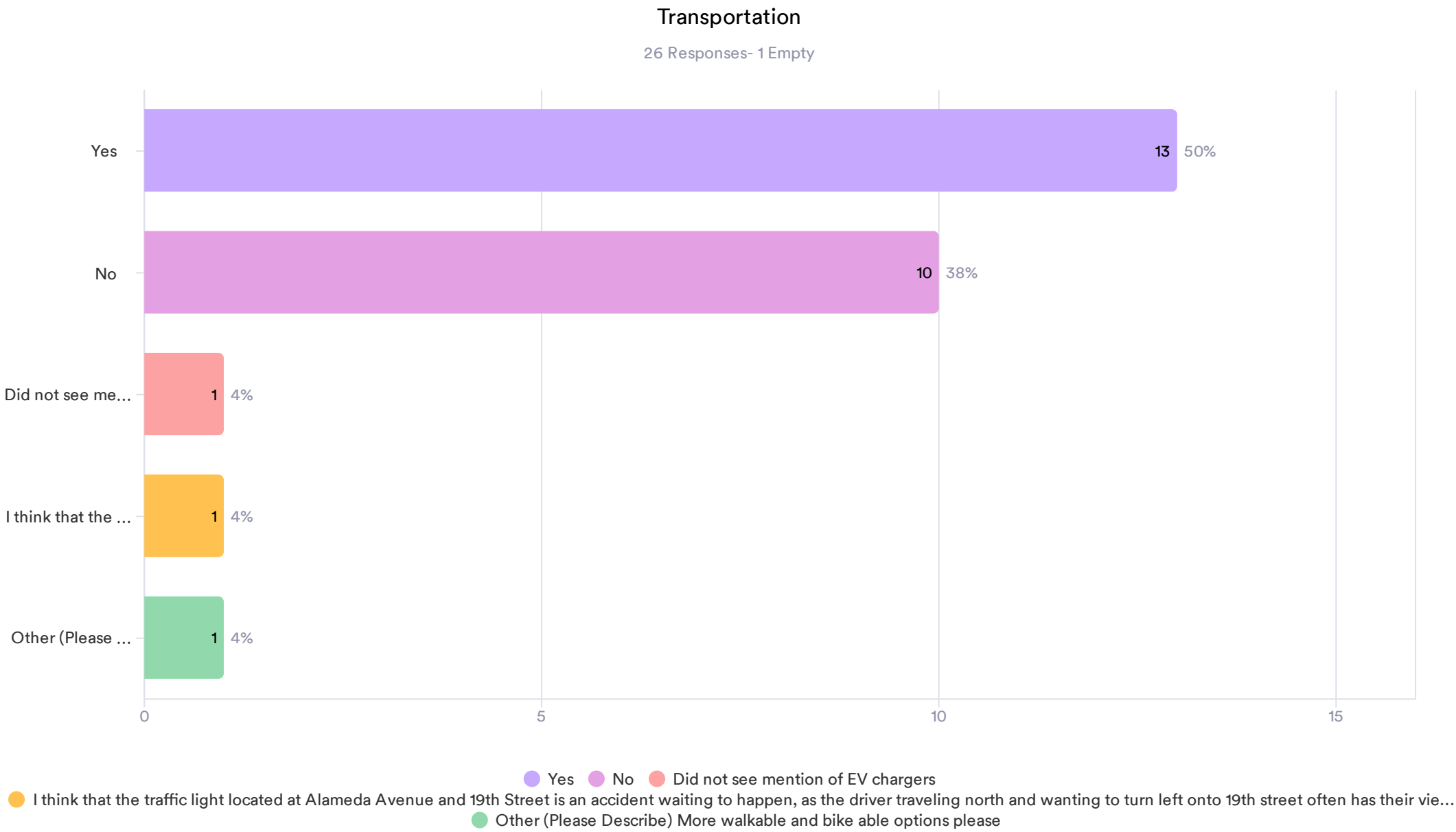
25 Responses- 1 Empty



● Yes ● No

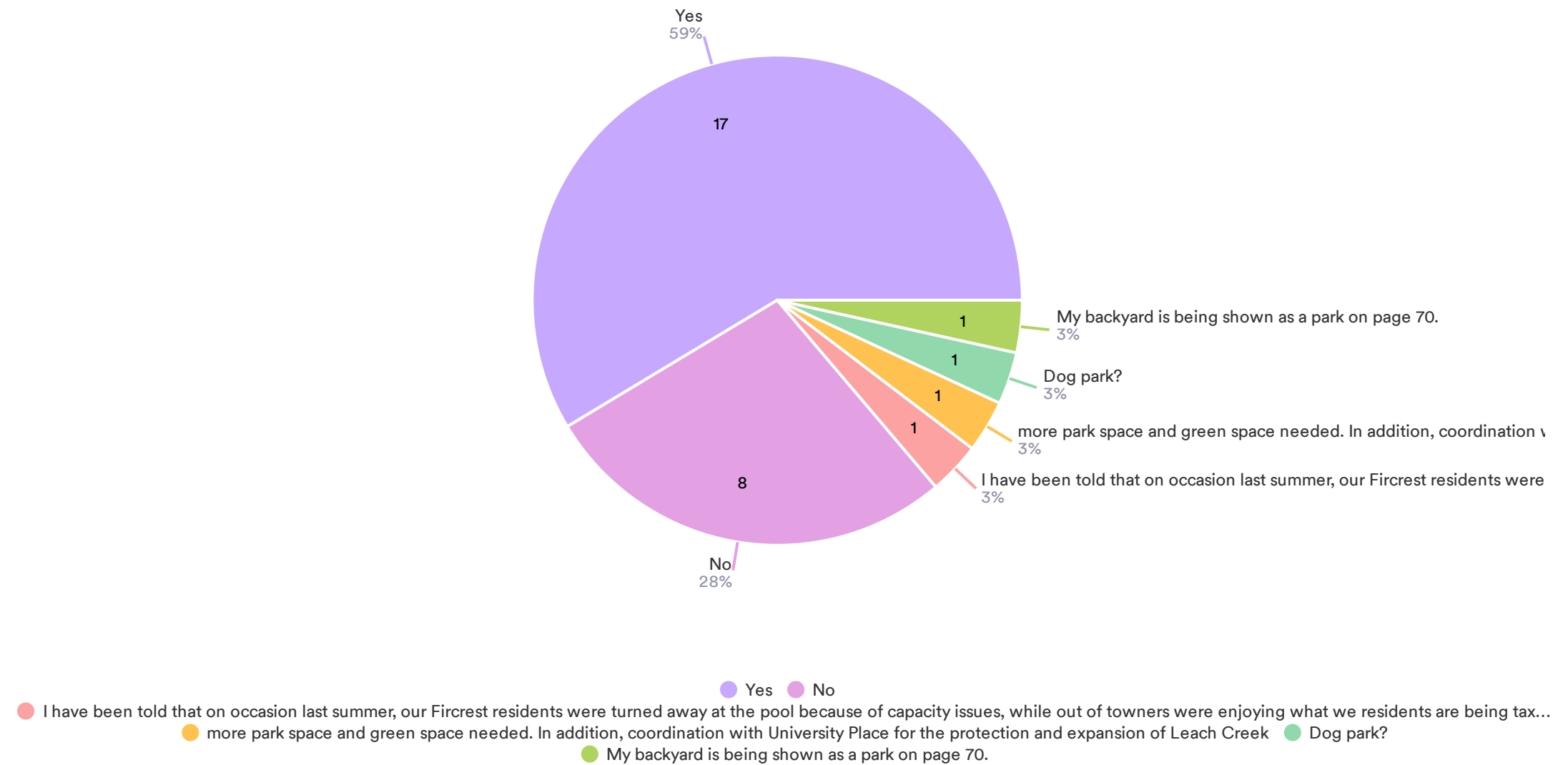






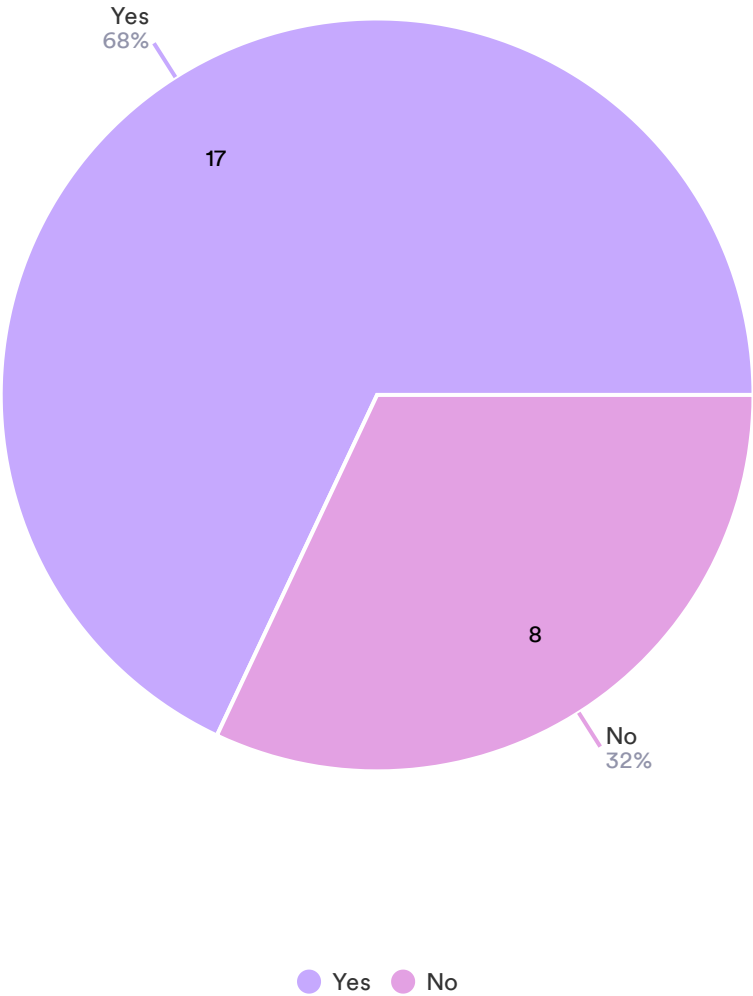
Parks, Recreation, and Open Space

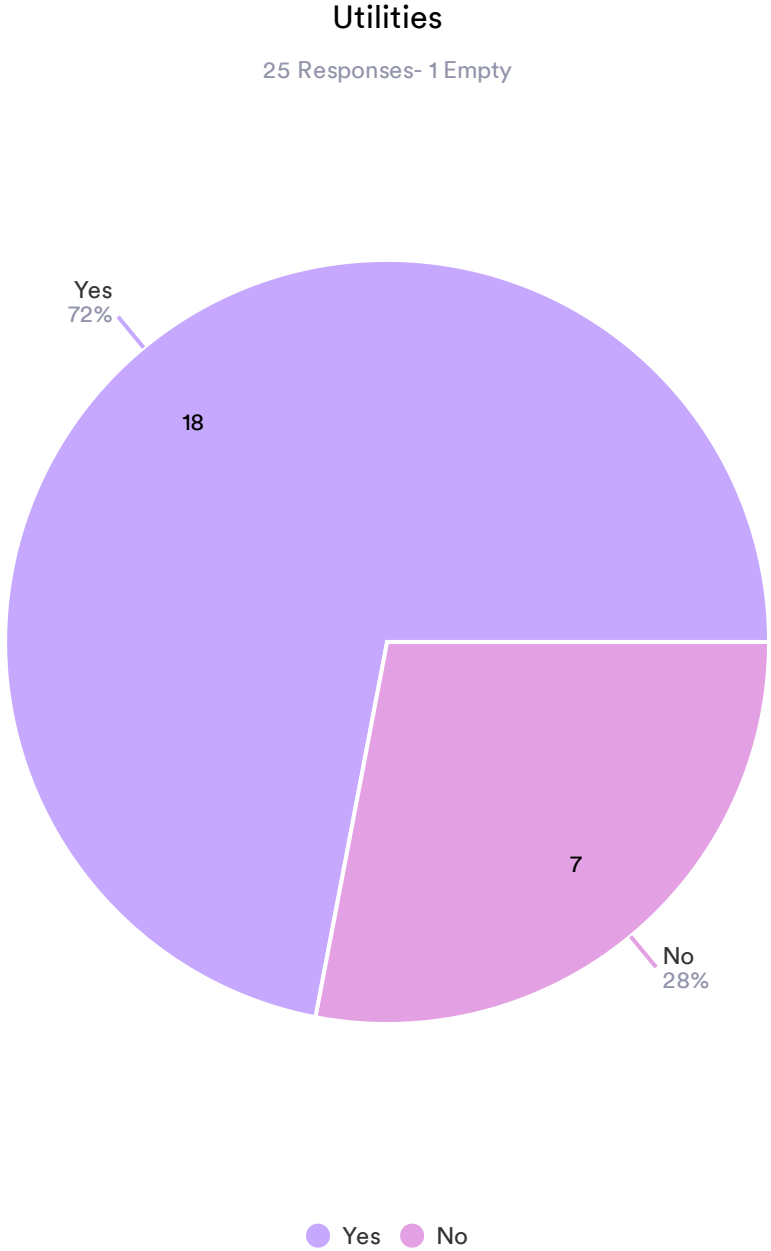
29 Responses

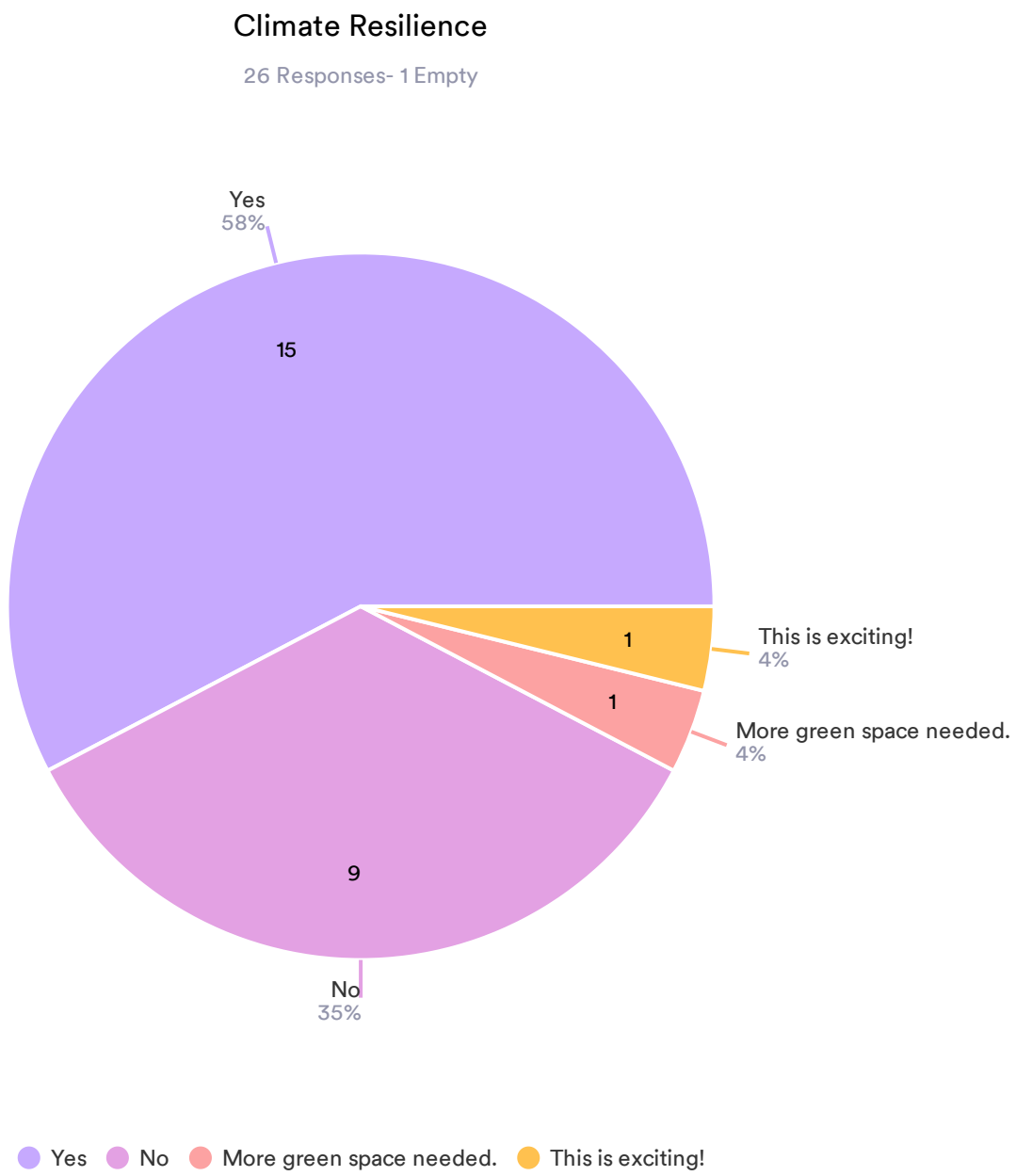


Capital Facilities

25 Responses- 1 Empty







Submit Your Feedback on the 2024 Draft Comprehensive Plan

What are we missing? Do you have any other feedback to share?

17 Responses- 9 Empty

Data	Responses
Excellently crafted plan. This is why we love Fircrest. I did not see anything about EV charging. Is this going to be something we will see in the community?	1
I'm pleased to see a focus on preserving the tree in our community. They are such a critical resource for our community!	1
A lot of the items notated with a "New" or "Revised" indicator seem like they will add unnecessary burdens to our City Council and staff. A bit too much identity politics in some places. Electric vehicles do not need to be explicitly mentioned anywhere, and it comes off as if someone is getting a kickback from EV manufactures - "cleaner fuel" and "low emissions" is all that is needed. Sorry for not listing specifics on each section - we're a full-time employed household with little free time. Seeing what's been added to the plan reinforces our frustration that we can't trust our council to act with our best interests in mind.	1
I appreciate the focus on walkability - our community is very healthy and I think we should focus on supporting local businesses by making them easily accessible for pedestrians - even those businesses on the edges of the city. I would also like to see continued commitment to reserving the trees of Fircrest. Sadly the sound of chainsaws is near daily when the weather is nice. I also appreciate the focus on greenspace - having a robust and longer trail system starting in Fircrest would be a crown jewel of the city.	1
There does not seem to be recognition in the plan that something with great mixed use designation could be done to what is currently showing as commercial only land designation by Umpqua bank. That land could be created into a wonderful mixed use space with cottage housing, parks, seniors living, transit access/hub spot, yet is being ignored because the right business hasn't been found in years to do something with such a large tract of land. This land is away from the Wetlands, yet can be an easy walk to local businesses IF additional natural pathways and sidewalks could be developed around the housing. This should also incorporate coordinating with UP on proper sidewalk and bike lane alongside the golf course on 67th/Mildred to allow safe access to enjoy the Paradise Pond Park on the edge of Fircrest. More specific protection to ALL the existing Wetlands and creek areas also seems weak, yet done correctly, could become a very desirable extension of climate contribution and some safe park space - particularly the tract of land on the corner of Orchard and Emerson/40th down to Leach Creek. Purchase of this land instead of it continuing to be a real estate for sale sign would be a excellent step towards more protection of the small-town feel City of Fircrest wants to maintain and give residents a natural path/park between their homes and the new businesses at 40th and Orchard, rather than trying to not be hit by cars trying to walk along Orchard....continuing to complement the new sidewalk work done on 40th/Emerson to these businesses all while assisting in climate control/water protection for Leach Creek and the Wetlands to the northwest of this tract of land.	1
I got bored of reading the entirety of this spreadsheet... way to much info!	1
We do not need to double the population of the city by 2050.	1

How satisfied are you with the City's efforts in public outreach?

25 Responses- 1 Empty



3.16

Avg. Response

25

Responses



Thank You!

Submit Your Feedback on the 2024 Draft Comprehensive Plan

Where do we go from here?

- Make changes based on the public feedback we have received.
- Make changes based on the stakeholder feedback we have received from WDFW, SSHA3P, PSE, and PSRC.
- Make changes based on Planning Commission/City Council feedback.
- Go through document to check for spelling errors, grammar, inconsistencies, and a QA.
- Complete through the summer/fall.
- Submit to State for review.
- Public Hearing at City Council Meeting, Adoption by City Council by December 2024

Do the goals and policies in the Introduction support the Vision Statement?

#1

It's an introduction, I didn't see any obvious goals or policies

Staff Response to #1

Thank you for the comment. The goals and policies include the Vision Statement and 3 Principles (Pages 8-9).

Proposed Vision

Fircrest treasures its walkable and forested environment, its peaceful and quiet nature, while embracing a variety of more housing choices for all people. Fircrest is a unique community in the region. We will remain safe, resilient, flexible, and connected to our neighbors. We value community spaces and events that bring us together.

Principle 1: Community-oriented

Principle 2: Peaceful and connected to nature

Principle 3: Housing choices available for all

#2

There is so much reading of spreadsheets

Staff Response to #2

Thank you for the comment. We understand that this is an incredibly large document and have tried to make use of infographics in lieu of spreadsheets where possible. Survey applicants were encouraged to only read what they are interested in or had the option to pause the survey and come back to it at a later date by revising their responses after submitting.

Do the goals and policies in the Land Use Element support the Vision Statement?

#1

Yes

We must be mindful of what type and how many multi unit apartment buildings we allow in Fircrest as these large apartments often times bring with them problems with traffic etc.

Staff Response to #1

Thank you for your comment. The development of new multifamily buildings is a lengthy process that involves many chances for the community to weigh in and provide input. A typical process will include:

1. A Notice of Application with a State Environmental Protection Act (SEPA) analysis. This is a fourteen-day public comment period where the public can review the draft plans, comment on proposed mitigation measures, and propose mitigation measures of their own.
2. After public comment is taken into consideration, the applicant will update the plans to take these comments into consideration and propose revised plans ready for a public hearing. City staff will produce a staff report and the public will have an opportunity to provide public comment during the public hearing and review the latest plans. An independent Hearing Examiner will make final conditions of approval after reviewing the staff report and exhibits such as a traffic study, parking study, environmental/geotechnical studies, landscape plans, and more.
3. Changing the land use of a property and the zoning of a property requires even more steps and input from the public. This is in addition to meetings between the developer and City staff to make sure that all design, zoning, building, and development standards are met and that the public is happy with the new development.

#2

No

Don't see a dog park anywhere

Staff Response to #2

Thank you for the comment. It is true that we do not have an existing dog park in the city. Your comment has been noted and passed onto our Parks and Recreation Department Director Jeff Grover for consideration. Additionally, the City is completing its Whittier Park Master Plan process and many comments indicated a preference for a dog park. Please stay tuned to the Whittier Park Master Plan process.

#3

Yes

You have my land listed as a park on page 70. Please fix this.

Staff Response to #3

Thank you for the comment. To clarify, there are two separate designations for land in the City. The base or underlying designation is a land use designation which is a generalized description of what the land should be used for. Ideally, both the land use and the zoning should match up, i.e. low-density residential land use should match up with single-family zoning. However, this is not always the case.

Due to the two vacant adjacent properties containing Leach Creek, these lots have been designated as a potential site for open space or park. That does not mean that it is a park, but it does have the potential to become one in the future, should someone wish to pursue that option and rezones the property to Parks, Recreation, and Open Space. The house is zoned R-6 for single-family residential meaning that a house is permitted to be built on the lot. Currently, the land use supports a park, but the zoning does not. You would have to file a Comprehensive Plan Map Amendment or request a change during the docket process in 2025 for the City to change those areas back to residential land use.



Do the goals and policies in the Housing Element support the Vision Statement?

#1

Yes

I'd like to see small lot development allowed in R-4

Staff Response to #1

Thank you for submitting a comment. You are correct that the adopted Design Standards and Guidelines for Small Lot Development are currently only allowed in the in the R-4-C and GC zones and new multi-family developments in R-20, R-30 and CMU zones.

We are beginning work on our Middle Housing update. Our consultant and City staff are working hard to make sure these new rules preserve as much Fircrest character as possible in our traditional single-family neighborhoods. We are working to balance these new housing laws that will allow duplexes and ADUs within single-family residential and infill lots, but they must also meet our strict development and design standards while integrating into existing neighborhoods. As a result of this change, beginning in July 2025, there will be some additional housing choice available in the R-4 zoning district. We will also bring up the idea of allowing small lot development in R-4 with our consultant to include in a public feedback survey.

#2

I am not sure it will work

Staff Response to #2

Thank you for the comment. The aim of the Housing Element is to meet state housing law obligations to provide more housing choices in areas where they can be supported by infrastructure and zoning while preserving the traditional character of Fircrest which is made up substantially of single-family homes. We are required by law to put policy decisions in place to meet regional growth targets and countywide planning policies provided by Pierce County and Puget

Sound Regional Council. It is up to the market whether these additional homes will get built. If you have any specific questions or comments on the feasibility of the Housing Element, please do not hesitate to contact me at mnewman@cityoffircrest.net or (253) 238-4129.

Do the goals and policies in the Transportation Element support the Vision Statement?

#1

Did not see mention of EV chargers

Staff Response to #1

Thank you for flagging this. We do have several mentions of EV charging in the Comprehensive Plan which I have pasted below:

Policy CR-7.5 (Policy T-12.1)

Enhance strategies that improve air quality and reduce greenhouse gas emissions. Build green streets to improve air and water quality, and coordinate with transit agencies. Support the development of infrastructure to encourage the use of electric and low emission vehicles by including electric vehicle charging stations in new and substantially redeveloped public facilities and in public commercial areas, and revise regulations as technology advances.

NEW, MPP-T-29, CPP TR-9, and MPP-T-30 Policy T-12.4

Pursue transportation projects that include energy conservation, alternative energy sources, and promote the use of cleaner fuels and electric vehicles. This includes identifying grants for and developing infrastructure that supports a widespread shift to electrification.

Goal U-4:

Support and expand electric vehicle infrastructure by including public charging stations.

#2

No

I think that the traffic light located at Alameda Avenue and 19th Street is an accident waiting to happen, as the driver traveling north and wanting to turn left onto 19th street often has their view of oncoming traffic totally hidden by trucks and/or vans in the south bound lanes waiting to turn left!

Staff Response to #2

Thank you for bringing this matter up. We are aware of the issues at this intersection. The light is operated and controlled by the City of Tacoma. Our Public Works Director, Tyler Bemis, has reached out to the City of Tacoma to address the situation. The Public Works Department, Police, and City Manager are working on a long-term Pedestrian Safety Plan to address issues at this intersection and at other areas around the City.

#3

Other (Please Describe) More walkable and bike able options please

Staff Response to #3

We hear your desire for more walkability and bikeability. The City has successfully pursued several grant opportunities to make this happen. The projects are identified in the 2024-2029 Six-Year Comprehensive Transportation Improvement Program (TIP) which is located in Appendix C (Page 174).

TABLE 1: 2024-2029 TRANSPORTATION FACILITY IMPROVEMENTS

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

Transportation Facility Improvements		2024	2025	2026	2027	2028	2029	TOTAL
Pedestrian, Non-Motorized / Active Transportation Program								
7	Alameda Ave (Emerson St to Cypress Point) (curb/gutter, sidewalk - west side)		\$ 255,000					\$ 255,000.00
8	44th St (67th Ave W to 60th Ave) (curb/gutter, sidewalk - north side)			\$ 1,129,000				\$ 1,129,000.00
9	Alameda Ave (Emerson St to Rosewood Lane) (curb/gutter, sidewalk - east side)						\$ 1,480,000	\$ 1,480,000.00
10	Emerson St (Woodside Dr to 67th Ave W) (designed in 2023) (sidewalks, retaining walls)	\$ 451,000						\$ 451,000.00
4	Southbound South Orchard St (Columbia Ave to Regents Blvd)				\$ 1,100,000			\$ 1,100,000.00

Puget Sound Regional Council has also provided comments that we need to include multimodal level of service standards (meaning other choices of transportation besides cars).

Do the goals and policies in the Parks, Recreation, and Open Space Element support the Vision Statement?

#1

No

I have been told that on occasion last summer, our Fircrest residents were turned away at the pool because of capacity issues, while out of towners were enjoying what we residents are being taxed for.

Staff Response to #1

Thank you for bringing this to our attention. I have forwarded this comment to our Parks and Recreation Director Jeff Grover for review and an equity analysis of citizens versus non-citizens.

#2

more park space and green space needed. In addition, coordination with University Place for the protection and expansion of Leach Creek

Staff Response to #2

Thank you for bringing this to our attention. I have forwarded this comment to our Parks and Recreation Director Jeff Grover for review. The City is aware of several grant opportunities such as RCO and Pierce County Conservation Futures. Should a willing seller of vacant or environmentally-sensitive land approach the City, we are able to apply for these grants to preserve open space such as wetlands, streams, and tree canopy. In 2022, the City did attempt negotiations at purchasing vacant properties along Orchard Street, commonly referred to as the Bourgaize Properties, which are adjacent to Leach Creek, but the seller decided to pursue another offer.

Fircrest Wetlands acquisition w dev envelope



Bourgaize Properties with wetlands

Finally, the City of Fircrest was awarded Climate Change Planning grant funding to pursue an urban tree canopy study. The study would document urban tree canopy percentages around the city to show where more is needed and areas of opportunity to promote more shade and replanting, such as parks and walking routes. Due to short-staffing, we have not been able to start on this project just yet, but we will be sure to advertise it so that the public can stay involved.

#3

No

Dog park?

Staff Response to #3

Thank you for the comment. It is true that we do not have an existing dog park in the city. Your comment has been noted and passed onto our Parks and Recreation Department Director Jeff Grover for consideration. Additionally, the City is completing its Whittier Park Master Plan process and many comments indicated a preference for a dog park. Please stay tuned to the Whittier Park Master Plan process.

#4

No

My backyard is being shown as a park on page 70.

Staff Response to #4

Thank you for the comment. To clarify, there are two separate designations for land in the City. The base or underlying designation is a land use designation which is a generalized description of what the land should be used for. Ideally, both the land use and the zoning should match up, i.e. low-density residential land use should match up with single-family zoning. However, this is not always the case.

Due to the two vacant adjacent properties containing Leach Creek, these lots have been designated as a potential site for open space or park. That does not mean that it is a park, but it does have the potential to become one in the future, should someone wish to pursue that option and rezones the property to Parks, Recreation, and Open Space. The house is zoned R-6 for single-family residential meaning that a house is permitted to be built on the lot. Currently, the land use supports a park, but the zoning does not. You would have to file a Comprehensive Plan Map Amendment or request a change during the docket process in 2025 for the City to change those areas back to residential land use.



Do the goals and policies in the Climate Resilience Element support the Vision Statement?

#1

More green space needed.

Thank you for bringing this to our attention. I have forwarded this comment to our Parks and Recreation Director Jeff Grover for review. The City is aware of several grant opportunities such as RCO and Pierce County Conservation Futures. Should a willing seller of vacant or environmentally-sensitive land approach the City, we are able to apply for these grants to preserve open space such as wetlands, streams, and tree canopy. In 2022, the City did attempt negotiations at purchasing vacant properties along Orchard Street, commonly referred to as the Bourgaize Properties, which are adjacent to Leach Creek, but the seller decided to pursue another offer.

Fircrest Wetlands acquisition w dev envelope



Bourgaize Properties with wetlands

Finally, the City of Fircrest was awarded Climate Change Planning grant funding to pursue an urban tree canopy study. The study would document urban tree canopy percentages around the city to show where more is needed and areas of opportunity to promote more shade and replanting, such as parks and walking routes.

#2

Yes

This is exciting!

Staff Response to #2

We agree and are glad you think so as well! Please continue to stay involved as we wrap up the final Comprehensive Plan adoption process by the end of 2024.

What are we missing? Do you have any other feedback to share?

#1

Excellent crafted plan. This is why we love Fircrest. I did not see anything about EV charging. Is this going to be something we will see in the community?

Staff Response to #1

Thank you for flagging this. We do have several mentions of EV charging in the Comprehensive Plan which I have pasted below:

Policy CR-7.5 (Policy T-12.1)

Enhance strategies that improve air quality and reduce greenhouse gas emissions. Build green streets to improve air and water quality, and coordinate with transit agencies. Support the development of infrastructure to encourage the use of electric and low emission vehicles by including electric vehicle charging stations in new and substantially redeveloped public facilities and in public commercial areas, and revise regulations as technology advances.

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Goal U-4:

Support and expand electric vehicle infrastructure by including public charging stations.

#2

I'm pleased to see a focus on preserving the tree in our community. They are such a critical resource for our community!

Staff Response to #2

Thank you for your comment. We are just as excited as you are! The City of Fircrest was awarded Climate Change Planning grant funding to pursue an urban tree canopy study. The study would document urban tree canopy percentages around

the city to show where more is needed and areas of opportunity to promote more shade and replanting, such as parks and walking routes. Due to short-staffing, we have not been able to start on this project just yet, but we will be sure to advertise it so that the public can stay involved.

#3

A lot of the items notated with a "New" or "Revised" indicator seem like they will add unnecessary burdens to our City Council and staff. A bit too much identity politics in some places. Electric vehicles do not need to be explicitly mentioned anywhere, and it comes off as if someone is getting a kickback from EV manufactures - "cleaner fuel" and "low emissions" is all that is needed. Sorry for not listing specifics on each section - we're a full-time employed household with little free time. Seeing what's been added to the plan reinforces our frustration that we can't trust our council to act with our best interests in mind.

Staff Response to #3

Thank you for your comment. Again, these policies and goals are ambitious and they are something the City will aspire to, but we may not necessarily implement every single goal or policy as that does not often match economic reality and resources. However, it is very important to have established goals and policies in place as they guide decisions in staff reports for land use applications, code changes, discretionary permits, and strengthen grant applications. It is up to the community to decide which goals and policies they want to support.

HB 1181 is a state law that mandates the City of Fircrest plan for climate change by reducing greenhouse gas emissions. Reductions must be provided for in a new climate change element in the Comprehensive Plan. Additionally, the City's Comprehensive Plan must align with Pierce County's Countywide Planning Policies. Both this law and the Countywide policies encourage electric and alternative fuel vehicle infrastructure in private and public development projects and long-range planning efforts. This is why they are mentioned in our Comprehensive Plan. Failure to abide by these regulations risks being out of compliance with County and state policies, meaning we would lose important grant funding for road and infrastructure projects that the City depends on to maintain the quality of life for its residents.

#4

I appreciate the focus on walkability - our community is very healthy and I think we should focus on supporting local businesses by making them easily accessible for pedestrians - even those businesses on the edges of the city. I would also like to see continued commitment to reserving the trees of Fircrest. Sadly the sound of chainsaws is near daily when the weather is nice. I also appreciate the focus on greenspace - having a robust and longer trail system starting in Fircrest would be a crown jewel of the city.

Staff Response to #4

I appreciate your comments that clearly show why Fircrest is the “Jewel of Pierce County.” The City is looking at several pedestrian and bicycle infrastructure projects to promote walkability.

The City has successfully pursued several grant opportunities to make this happen. The projects are identified in the 2024-2029 Six-Year Comprehensive Transportation Improvement Program (TIP) which is located in Appendix C (Page 174).

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Finally, the City of Fircrest was awarded Climate Change Planning grant funding to pursue an urban tree canopy study. The study would document urban tree canopy percentages around the city to show where more is needed and areas of opportunity to promote more shade and replanting, such as parks and walking

routes. Due to short-staffing, we have not been able to start on this project just yet, but we will be sure to advertise it so that the public can stay involved.

#5

There does not seem to be recognition in the plan that something with great mixed use designation could be done to what is currently showing as commercial only land designation by Umpqua bank. That land could be created into a wonderful mixed use space with cottage housing, parks, seniors living, transit access/hub spot, yet is being ignored because the right business hasn't been found in years to do something with such a large tract of land. This land is away from the Wetlands, yet can be an easy walk to local businesses IF additional natural pathways and sidewalks could be developed around the housing. This should also incorporate coordinating with UP on proper sidewalk and bike lane alongside the golf course on 67th/Mildred to allow safe access to enjoy the Paradise Pond Park on the edge of Fircrest. More specific protection to ALL the existing Wetlands and creek areas also seems weak, yet done correctly, could become a very desirable extension of climate contribution and some safe park space - particularly the tract of land on the corner of Orchard and Emerson/40th down to Leach Creek. Purchase of this land instead of it continuing to be a real estate for sale sign would be a excellent step towards more protection of the small-town feel City of Fircrest wants to maintain and give residents a natural path/park between their homes and the new businesses at 40th and Orchard, rather than trying to not be hit by cars trying to walk along Orchard....continuing to complement the new sidewalk work done on 40th/Emerson to these businesses all while assisting in climate control/water protection for Leach Creek and the Wetlands to the northwest of this tract of land.

Staff Response to #5

We appreciate your detailed feedback. Community Development Director Mark Newman would be happy to set up a meeting to discuss this more with you.

The Umpqua Bank property at 2401 Mildred Street West – believe it or not – is actually zoned Mixed-Use Neighborhood and could support a development, such as live/work space or apartments with ground floor retail. A developer interested

in this idea, similar to the goat property, would have to approach the City as the City does not have any current plans to create a master plan for that area.

I have forwarded your comments about better sidewalk infrastructure on 67th Avenue to our Public Works Director, Tyler Bemis.

The City is aware of several grant opportunities such as RCO and Pierce County Conservation Futures. Should a willing seller of vacant or environmentally-sensitive land approach the City, we are able to apply for these grants to preserve open space such as wetlands, streams, and tree canopy. In 2022, the City did attempt negotiations at purchasing vacant properties along Orchard Street, commonly referred to as the Bourgaize Properties, which are adjacent to Leach Creek, but the seller decided to pursue another offer.

Fircrest Wetlands acquisition w dev envelope



Bourgaize Properties with wetlands

Finally, the City of Fircrest was awarded Climate Change Planning grant funding to pursue an urban tree canopy study. The study would document urban tree canopy percentages around the city to show where more is needed and areas of opportunity to promote more shade and replanting, such as parks and walking routes. The City was also awarded funding to update its critical areas ordinance (CAO) to make sure that wetlands, streams, and other sensitive areas are adequately protected. Due to short-staffing, we have not been able to start on this project just yet, but we will be sure to advertise it so that the public can stay involved.

We do coordinate closely with Pierce County to make sure Leach Creek is protected from runoff. You might also be interested in learning about the [Chambers-Clover Creek Watershed Council](#).

ABOUT

The mission of the Chambers-Clover Creek Watershed Council is to promote the protection and enhancement of the Chambers-Clover Creek Watershed.

The Council (CCWC) provides an opportunity for local agencies and citizen groups to coordinate their efforts to benefit the watershed. The council is committed to improving the health of the watershed by working to improve fish habitat, water quality and foster a sense of stewardship among watershed residents.

The watershed extends from the town of Ruston on Commencement Bay south to DuPont, and east to Frederickson, covering about 149 square miles. Major lakes include American, Spanaway, Steilacoom, Gravelly, and Tule. Major streams are Chambers, Clover, Spanaway, Morey, Murray, Flett, Leach, Puget and Peach.

NEW - Stay up to date on the latest CCWC news via the [Council's blog](#).

#6

I got bored of reading the entirety of this spreadsheet... way to much info!

Staff Response to #6

Thank you for the comment. We understand that this is an incredibly large document and have tried to make use of infographics in lieu of spreadsheets where possible. Survey applicants were encouraged to only read what they are interested in or had the option to pause the survey and come back to it at a later date by revising their responses after submitting.

#7

We do not need to double the population of the city by 2050.

Staff Response to #7

Thanks for the comment. We do not plan to double our population by 2050. Our 2022 population estimate from the WA State Office of Financial Management is 7,215. The projected population (growth target) for 2050 is 9,565 which is an additional 2,350 residents or a 32.6% increase. However, these targets are only targets to aspire to and not mandates. Our policies need to show that our city's zoning and land use could handle the potential growth.

#8

The plan says to make Fircrest a walkable city and forested for enjoyment of all. the city enhances sidewalks in some areas BEFORE installing basic sidewalks in others. Please provide basic city functions to all residents evenly. before you enhance a service please provide that basic to others.

Staff Response to #8

Thank you for this comment. I have sent this along to our Public Works Director, Tyler Bemis, for review. You are correct that certain projects are funded before others. For instance, grant funding that connects parks and schools is often easier to obtain than areas without those community assets. You are welcome to provide public comment during the upcoming Transportation Improvement Program public hearing which typically takes place in June or July each year.

#9

You have woke agendas and policies taken into vision and strategy

Staff Response to #9

Thank you for your comments. Could you please reach out to city staff to clarify what you mean?

#10

Not what the Fircrest citizens said at all the meetings.

Staff Response to #10

Thank you for your comment. Please review the survey response feedback which indicates citizen approval or disapproval with the Comprehensive Plan and each of the Elements. I would be happy to answer any specific questions you have.

#11

The city has paraphrased the Pierce county and state laws, trying to get them to fit this horrible document that says what the consultants what it to say not the citizens of Fircrest. Shame on you all.

Staff Response to #11

Thank you for your comment. The City's Comprehensive Plan must align with Pierce County's Countywide Planning Policies. This is why many policies and goals overlap between Pierce County cities and the County itself and are mentioned in our Comprehensive Plan. Failure to abide by these regulations risks being out of compliance with County and state policies, meaning we would lose important grant funding for road and infrastructure projects that the City depends on to maintain the quality of life for its residents.

#12

In the housing section, it talks about the importance of maintenance of older houses. The statement "encourage repair & maintenance of older houses" is vague enough to not have much meaning. In the transportation section, it discusses the importance of walkability & sidewalks; yet the sidewalks (where they exist) are in terrible shape & certainly not ADA compliant. I know the plan is not meant to be too specific with how to achieve these goals; however, the current method of having neighbors put in a concern & have the city notify the "offending party" (for lack of a better descriptor) is a no-win situation. It puts neighbors in positions of not only having to notify the city but also the position of being a "tattle tale" (which no one likes) & can make for bad blood between neighbors. Also, the city does not check to make sure the problem is

resolved. Usually folks will comply for a week or two & then stop. Most residents do not know that the sidewalk is their responsibility & realtors & sellers do not fix them or let the buyer know about their responsibility (along with the vegetation overgrowth). So this system does not work & renters also feel that it doesn't, as landlords are not responsible with upkeep of the property either (as been relayed to me by renters). I do not feel as I grow older that Fircrest is as safe as it used to be (crime & speeders), nor are the sidewalks safe to use. Unfortunately, all the good things about Fircrest (& there are many) do not outweigh these issues for me & I have been considering moving away (which I really do not want to do)

Staff Response to #12

I am sorry to hear your concerns about safety and hope we can work together to solve them. We do have a position that oversees Code Enforcement, but in addition to that role, they are also the Permit Coordinator and Assistant Planner which does make it a challenge to proactively go out and monitor all issues in the City. That is why we are a response-based agency and respond to citizen-initiated requests. Requests can be submitted anonymously on our online form or dropped anonymously at City Hall either through mail or the drop box. We do believe in strong private property rights and seek to strike a balance to preserve community character, resolve public nuisances, but let people enjoy their property as they want to. We are exploring the possibility of using the International Property Maintenance Code to help with these concerns. The IPMC is a maintenance document intended to establish minimum maintenance standards for basic equipment, light, ventilation, heating, sanitation, and fire safety. Responsibility is fixed among owners, operators, and occupants for code compliance. The IPMC provides for the regulation and safe use of existing structures in the interest of the social and economic welfare of the community.

Your comments about crime and speeders have been forwarded to our Police Department for review.

#13

I think small lot development of single family being allowed in R-4 zone better suits overall goals of more density and diversity than only allowing it in R-4C.

Staff Response to #13

Thank you for submitting a comment. You are correct that the adopted Design Standards and Guidelines for Small Lot Development are currently only allowed in the in the R-4-C and GC zones and new multi-family developments in R-20, R-30 and CMU zones.

We are beginning work on our Middle Housing update. Our consultant and City staff are working hard to make sure these new rules preserve as much Fircrest character as possible in our traditional single-family neighborhoods. We are working to balance these new housing laws that will allow duplexes and ADUs within single-family residential and infill lots, but they must also meet our strict development and design standards while integrating into existing neighborhoods. As a result of this change, beginning in July 2025, there will be some additional housing choice available in the R-4 zoning district. We will also bring up the idea of allowing small lot development in R-4 with our consultant to include in a public feedback survey.

#14

Your website doe ls NOT provide your vision in any way shape or form. Get a person who knows how to do correct web design to dilo your design. I have no idea what your vision is, so I do not agree with it and have been a resident for 40 years.

Staff Response to #14

The vision statement is shown on some of the very first slides in this survey. You would have had to click past it to finish the survey. We will make a note for next time to make it larger and bolder.

#15

You missed the mark

Staff Response to #15

Thank you. Could you please provide more context to your comment so that City staff can reply?

#16

Form-Based Code is NOT compatible with the Fircrest ideal. That is, preserving the city's character cannot be done with any more expansion of FBC.

Staff Response to #16

The City has not indicated in the 2024 Draft Comprehensive Plan that it will further expand the footprint of the Form Based Code/Mixed Use zoning districts. Any expansion would require a Comprehensive Plan land use map amendment and/or rezoning, subject to City Council approval.

#17

I think the Comp Plan is definitely on the right track. There are many areas that seem to be vague, e.g., we're going to lower the carbon in the air, but no mention of how. (I just made this up--don't feel like going back & checking my notes for something specific.)

Here are a few of the things I would definitely like to see:

All City vehicles be switched to electric as they are replaced.

All City tools be changed to battery-operated as soon as possible.

Encouragement to Fircrest residents to use battery-operated garden tools--eventually a code requiring it.

My real question is: When do we start talking about these particulars? I didn't know if these kinds of details are supposed to be included in the Comp Plan or not.

Lastly, I don't like to criticize anyone in the City because I admire all of you & know you are working hard. However, I do have to say that I feel the outreach to residents has been poor, but that's a topic for another email. I'm sorry to say that, but you probably want to know.

Staff Response to #17

I appreciate your comments. Regarding your questions on sustainability/zero emissions technology, we have a Climate Change Element with goals and policies as you know, but we will not start the actual work until we receive Grant Funding from the Department of Commerce. We did receive the grant funding to start, but have not officially kicked-off the project due to short staffing. The actual

Element needs to be completed in 2029 so I expect we will get the grant award by 2027. Then we will have to go and find consultants to do the actual work. It is a process. It will include things like a greenhouse gas emissions inventory, a fleet electrification study and more.

I do apologize that the initial kick-off to the Comprehensive Plan had challenges, especially with the JotForm and QR Code not working. We have learned from our mistakes by testing QR codes, providing extensive public outreach via postcard mailers, weekly updates, and social media updates to spread the word.

#18

Hi Mike,

I'm really wondering if I should even take the time to respond to the survey. Clearly it seems that the residents of Fircrest's opinion doesn't really matter.

Y'all are gonna do what you want regardless.

Just wanted to share my opinion with you.

Certainly not the one who feels this way.

Staff Response to #18

Thank you for the comments. Unfortunately, this is not specific enough for me to address your concerns. Please do not hesitate to reach out to Community Development Director Mark Newman at 253-238-4129 or mnewman@cityoffircrest.net to voice your concerns.

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: City Manager Evaluation Process

ITEM: 13G

DATE: June 25, 2024

RECOMMENDED MOTION: None. Discussion only.

SUMMARY: City Council discussion to set the process for the City Manager's annual evaluation.