

**FIRCREST CITY COUNCIL
REGULAR MEETING AGENDA**

**TUESDAY, JULY 09, 2024
7:00 P.M.**

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

Pg. #

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. PRESIDING OFFICER'S REPORT**
- 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. Administration
 - B. Built Environment, Planning, and Building
 - C. Finance, Information Technology, and Facilities
 - D. Other Reports
- 10. CONSENT CALENDAR**
 - A. Approval of [vouchers](#)/payroll checks 2
 - B. [Pint Defiance Liquor License Renewal](#) 12
[Kiwanis Club of Clover Park Special Liquor License Application](#) 16
There were no objections registered for the approval of these liquor license applications.
 - C. Approval of Minutes: [June 17, 2024, Study Session](#) 18
[June 25, 2024, Regular Meeting](#) 20
- 11. PUBLIC HEARING**
- 12. UNFINISHED BUSINESS**
 - A. [Resolution No. 1913: Cooperative Cities Interlocal Agreement](#) 25
- 13. NEW BUSINESS**
 - A. [Resolution: National Night Out Fireworks Display Agreement](#) 38
- 14. CALL FOR FINAL COMMENTS**
- 15. EXECUTIVE SESSION**
- 16. ADJOURNMENT**

Join the Zoom Meeting: *Dial-in Information: 1-253-215-8782 Webinar ID: 846 5985 5658 Password: 848037*

ACCOUNTS PAYABLE

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
32710	07/02/2024	07/09/2024 10809	Ace Backflow Only	300.00	Backflow Tests of Wells (4)
	534 50 48 01 Rep & Maint - Water Maint	425 000 534 Water Fund (de		300.00	Backflow Tests of Wells (4)
32711	07/02/2024	07/09/2024 10809	Ace Backflow Only	75.00	Backflow Re-Test - Well #8
	534 50 48 01 Rep & Maint - Water Maint	425 000 534 Water Fund (de		75.00	Backflow Re-Test - Well #8
		Total Ace Backflow Only		375.00	
32722	07/02/2024	07/09/2024 3647	Agrishop, Inc	19.81	Weed Eater Air Filter
	542 30 31 02 Oper Supplies - Street Reg	101 000 542 City Street Fund		19.81	Weed Eater Air Filter
32703	07/01/2024	07/09/2024 7165	Alpha Pyrotechnics	7,500.00	Fun Days - Fireworks Display
	573 90 49 01 Community Events	001 000 573 General Fund		7,500.00	Fun Days - Fireworks Display
32738	07/03/2024	07/09/2024 9909	Andrews, James	803.69	AWC Annual Conference - Lodging & Transportation
	511 60 43 00 Travel - Legisl	001 000 511 General Fund		803.69	AWC Annual Conference - Lodging & Transportation
32636	06/20/2024	07/09/2024 10108	Armstrong, Zackery	30.16	02-01430.5 - 213 BERKELEY AVE
	343 10 00 00 Storm Drain Revenues	415 000 340 Storm Drain		-6.61	
	343 40 00 00 Sale Of Water	425 000 340 Water Fund (de		-7.56	
	343 50 00 00 Sewer Revenues	430 000 340 Sewer Fund (de		-15.99	
32700	07/01/2024	07/09/2024 7201	Audio Innovations	400.00	Sound for 2024 Car Show
	573 90 49 01 Community Events	001 000 573 General Fund		400.00	Sound for 2024 Car Show
32743	07/03/2024	07/09/2024 6018	Canon Financial Services Inc	159.81	Police Copier/Fax Rental - June 2024
	521 22 45 00 Oper Rentals - Copier - Polic	001 000 521 General Fund		14.66	Police Copier/Fax Tax - June 2024
	591 21 70 22 Lease Payments - Police	001 000 591 General Fund		145.15	Police Copier/Fax Rental - June 2024
32665	06/30/2024	07/09/2024 10361	Chick, Stuart	78.00	Library Reimbursement - 1 Year
	572 21 49 00 Library Services	001 000 572 General Fund		78.00	Library Reimbursement - 1 Year
32693	07/01/2024	07/09/2024 7379	Chough, Kwang S.	150.00	Korean Interpreter (Case No. 14IN30118) - 06/18/24
	512 51 41 03 Prof Srvs - Interpreter - FMC	001 000 512 General Fund		150.00	Korean Interpreter (Case No. 14IN30118) - 06/18/24
32734	07/02/2024	07/09/2024 8188	Comcast Business Communications LLC	455.17	Internet Access Fee - July 2024

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518 81 42 00	Communication/Internet - I/	001 000 518	General Fund	455.17	Internet Access Fee - July 2024
32730	07/02/2024	07/09/2024	7918 Contreras, Alejandra	170.00	Spanish Interpreting (2 hrs) 24CR39101, 24IN39100
512 51 41 03	Prof Srvs - Interpreter - FMC	001 000 512	General Fund	170.00	Spanish Interpreting (2 hrs) 24CR39101, 24IN39100
32742	07/03/2024	07/09/2024	3573 Copiers Northwest Inc	8.32	Copier Usage 06/14/24-06/26/24
521 22 45 00	Oper Rentals - Copier - Polic	001 000 521	General Fund	8.32	Copier Usage 06/14/24-06/26/24
32723	07/02/2024	07/09/2024	3589 Databar Inc	2,346.87	Town Topics - Statement Production - June 2024, Postage, Town Topics, Water Quality Report
518 10 49 01	Town Topics/Citizen Commu	001 000 518	General Fund	60.57	June 2024 Town Topics Insert
531 50 42 01	Postage - Storm	415 000 531	Storm Drain	321.45	June 2024 UB Postage
531 50 49 06	Mailing Service - Storm	415 000 531	Storm Drain	420.48	June 2024 Mailing Svc
534 10 42 01	Postage - Water Admin	425 000 534	Water Fund (de	321.44	June 2024 UB Postage
534 10 49 06	Mailing Service - Water Adr	425 000 534	Water Fund (de	60.57	Water Quality Report - June 2024
534 10 49 06	Mailing Service - Water Adr	425 000 534	Water Fund (de	420.46	June 2024 UB Mailing Svc
535 10 42 02	Postage - Sewer Admin	430 000 535	Sewer Fund (de	321.44	June 2024 UB Postage
535 10 49 05	Mailing Service - Sewer Adr	430 000 535	Sewer Fund (de	420.46	June 2024 UB Mailing Svc
32724	07/02/2024	07/09/2024	3589 Databar Inc	567.14	Town Topics - June 2024
518 10 49 01	Town Topics/Citizen Commu	001 000 518	General Fund	340.18	Town Topics - June 2024
531 50 42 01	Postage - Storm	415 000 531	Storm Drain	75.66	June 2024 Postage
534 10 42 01	Postage - Water Admin	425 000 534	Water Fund (de	75.65	June 2024 Postage
535 10 42 02	Postage - Sewer Admin	430 000 535	Sewer Fund (de	75.65	June 2024 Postage
Total Databar Inc				2,914.01	
32699	07/01/2024	07/09/2024	10473 Davey, Kaitlyn	550.00	Fun Days Performer - Kaitlyn Davey
573 90 49 01	Community Events	001 000 573	General Fund	550.00	Fun Days Performer - Kaitlyn Davey
32670	06/30/2024	07/09/2024	2037 Delisle, Mary	78.00	Library Reimbursement - 1 Year
572 21 49 00	Library Services	001 000 572	General Fund	78.00	Library Reimbursement - 1 Year
32697	07/01/2024	07/09/2024	9254 Doyle Printing Company	35.23	Business Cards - A Kropelnicki (Qty 250)
571 10 31 01	Oper Supplies - Rec	001 000 571	General Fund	35.23	Business Cards - A Kropelnicki (Qty 250)
32695	07/01/2024	07/09/2024	10263 Dunbar, Julieanna R	132.35	Reimbursement for Office Chair

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	514 23 35 00 Small Tools & Equip - Financ		001 000 514 General Fund	132.35	Reimbursement for Office Chair
32635	06/20/2024	07/09/2024 1110	Estate of Lynn Creighton	130.04	01-01040.0 - 416 GOLDEN GATE AV
	343 10 00 00 Storm Drain Revenues		415 000 340 Storm Drain	-31.18	
	343 40 00 00 Sale Of Water		425 000 340 Water Fund (dep	-35.58	
	343 50 00 00 Sewer Revenues		430 000 340 Sewer Fund (dep	-63.28	
32687	07/01/2024	07/09/2024 4858	Ewing Irrigation Products Inc	21.27	Irrigation Repair Parts
	576 80 31 02 Oper Supplies - Parks		001 000 576 General Fund	21.27	Irrigation Repair Parts
32663	06/30/2024	07/09/2024 3638	Fircrest Golf Club	1,387.31	Land Rental for Water Tank on Golf Course Property - July 2024
	591 34 70 00 Lease Payments - Water Adr		425 000 591 Water Fund (dep	1,387.31	Land Rental for Water Tank on Golf Course Property - July 2024
32698	07/01/2024	07/09/2024 10475	Foster, Sarah Liane	800.00	Fun Days Performer - Sarah Liane Foster
	573 90 49 01 Community Events		001 000 573 General Fund	800.00	Fun Days Performer - Sarah Liane Foster
32688	07/01/2024	07/09/2024 3666	Grainger Inc, Dept 826129041	198.98	Lightbulbs (Qty 72)
	518 30 31 03 Oper Supplies - PWF		001 000 518 General Fund	99.49	Lightbulbs (Qty 36)
	518 30 31 04 Oper Supplies - CH		001 000 518 General Fund	99.49	Lightbulbs (Qty 36)
32733	07/02/2024	07/09/2024 6774	Greenleaf Landscaping 1 Inc	2,422.20	Replace Crimson Maple Tree on Emerson St.
	542 30 48 01 Rep & Maint - Street Maint		101 000 542 City Street Fund	2,422.20	Replace Crimson Maple Tree on Emerson St.
32638	06/20/2024	07/09/2024 8290	Guiboard, Lori Lee	52.27	06-00920.1 - 1428 WEATHERVANE DR
	343 10 00 00 Storm Drain Revenues		415 000 340 Storm Drain	-26.71	
	343 40 00 00 Sale Of Water		425 000 340 Water Fund (dep	-30.15	
	343 50 00 00 Sewer Revenues		430 000 340 Sewer Fund (dep	4.59	
32707	07/01/2024	07/09/2024 10305	Gunderson Law Office PLLC	12,000.00	City of Fircrest - June 2024
	515 41 41 03 City Prosecutor		001 000 515 General Fund	12,000.00	City of Fircrest - June 2024
32681	07/01/2024	07/09/2024 3692	Home Depot Credit Services, Dept. 32 - 2501139475	87.14	Faucet Replacement
	576 20 31 04 Repair Supplies - Pool		001 000 576 General Fund	87.14	Faucet Replacement
32713	07/02/2024	07/09/2024 3692	Home Depot Credit Services, Dept. 32 - 2501139475	25.32	Cleaner for Chairs
	571 10 31 01 Oper Supplies - Rec		001 000 571 General Fund	25.32	Cleaner for Chairs
32714	07/02/2024	07/09/2024 3692	Home Depot Credit Services, Dept. 32 - 2501139475	26.44	Grass Repair

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576 80 31 02	Oper Supplies - Parks		001 000 576 General Fund	26.44	Grass Repair
			Total Home Depot Credit Services, Dept. 32 - 2501139475	138.90	
32677 07/01/2024	07/09/2024 4131		Humane Society - Tacoma	780.36	July 2024 Boarding Contract
554 30 41 00	Animal Control		001 000 554 General Fund	780.36	July 2024 Boarding Contract
32667 06/30/2024	07/09/2024 10287		Hunthausen, Anna	156.00	Library Reimbursement - 1 Year (Anna & Eleanor) x 2
572 21 49 00	Library Services		001 000 572 General Fund	156.00	Library Reimbursement - 1 Year (Anna & Eleanor) x 2
32729 07/02/2024	07/09/2024 9316		JMK Language Services	136.70	Spanish Interpreting (2 Hrs Plus Mileage) 24CR42462, 24IN42463
512 52 41 03	Prof Srvs - Interpreter - RMC		001 000 512 General Fund	136.70	Spanish Interpreting (2 Hrs Plus Mileage) 24CR42462, 24IN42463
32736 07/02/2024	07/09/2024 10471		Jackson, April	725.00	Fun Days Performer - "Reptile Lady"
573 90 49 01	Community Events		001 000 573 General Fund	725.00	Fun Days Performer - "Reptile Lady"
32669 06/30/2024	07/09/2024 2366		Jones, Tim	78.00	Library Reimbursement - 1 Year (Susan Jones)
572 21 49 00	Library Services		001 000 572 General Fund	78.00	Library Reimbursement - 1 Year (Susan Jones)
32717 07/02/2024	07/09/2024 3776		Lemay Mobile Shredding	48.00	Shredding 06/2024 - PW
531 50 49 00	Miscellaneous - Storm		415 000 531 Storm Drain	16.00	Shredding 06/2024 - PW
534 10 49 00	Miscellaneous - Water Admi		425 000 534 Water Fund (dep	16.00	Shredding 06/2024 - PW
535 10 49 00	Miscellaneous - Sewer Admi		430 000 535 Sewer Fund (dep	16.00	Shredding 06/2024 - PW
32718 07/02/2024	07/09/2024 3776		Lemay Mobile Shredding	54.00	Shredding 06/2024 - Court
512 51 49 00	Miscellaneous - Court		001 000 512 General Fund	54.00	Shredding 06/2024 - Court
			Total Lemay Mobile Shredding	102.00	
32664 06/30/2024	07/09/2024 10082		Lewis, Kalina	78.00	Library Reimbursement - 1 Year (Jon)
572 21 49 00	Library Services		001 000 572 General Fund	78.00	Library Reimbursement - 1 Year (Jon)
32737 07/02/2024	07/09/2024 10811		Lewis, Shawn	1,238.67	Fun Days Performer - "Beat Frequency Duo"
573 90 49 01	Community Events		001 000 573 General Fund	1,238.67	Fun Days Performer - "Beat Frequency Duo"

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32709	07/02/2024	07/09/2024 10459	Locke Systems Inc.	4,954.50	IT Managed Services - July 2024 (for June Services)
	518 81 41 01 Prof Svcs - I/S		001 000 518 General Fund	4,954.50	IT Managed Services - July 2024 (for June Services)
32712	07/02/2024	07/09/2024 3791	Lowe's Company-#338954	36.65	Repairs to Sprinklers on ROW
	542 80 31 01 Oper Supplies - St Beaut		101 000 542 City Street Fund	36.65	Repairs to Sprinklers on ROW
32691	07/01/2024	07/09/2024 10447	Masko, Dawn	32.52	PCCAO Monthly Meeting (June 2024)
	513 10 43 00 Travel - Admin		001 000 513 General Fund	32.52	PCCAO Monthly Meeting (June 2024)
32692	07/01/2024	07/09/2024 10447	Masko, Dawn	748.19	AWC Annual Conference - Lodging, Transportation & Meal Reimbursement - 06/18/24-06/21/24
	513 10 43 00 Travel - Admin		001 000 513 General Fund	748.19	AWC Annual Conference - Lodging, Transportation & Meal Reimbursement - 06/18/24-06/21/24
Total Masko, Dawn				780.71	
32701	07/01/2024	07/09/2024 10807	Meldrop LLC	575.00	Strawberry Festival Performer - Meldrop
	573 90 49 01 Community Events		001 000 573 General Fund	575.00	Strawberry Festival Performer - Meldrop
32702	07/01/2024	07/09/2024 10807	Meldrop LLC	805.00	Fun Days Beer Garden Performer - Meldrop
	573 90 49 01 Community Events		001 000 573 General Fund	805.00	Fun Days Beer Garden Performer - Meldrop
Total Meldrop LLC				1,380.00	
32735	07/02/2024	07/09/2024 10810	Miller, Michael P	2,700.00	Fun Days Performer - Sonic Funk Orchestra
	573 90 49 01 Community Events		001 000 573 General Fund	2,700.00	Fun Days Performer - Sonic Funk Orchestra
32671	06/30/2024	07/09/2024 1307	Moore, Paul	78.00	Library Reimbursement 1 Year (Paul)
	572 21 49 00 Library Services		001 000 572 General Fund	78.00	Library Reimbursement 1 Year (Paul)
32668	06/30/2024	07/09/2024 7630	Nguyen, Margaret	78.00	Library Reimbursement - 1 Year
	572 21 49 00 Library Services		001 000 572 General Fund	78.00	Library Reimbursement - 1 Year
32682	07/01/2024	07/09/2024 3923	Orca Pacific Inc	1,655.09	Hypochlorite Solution (300 Gal); Sodium Bicarbonate (2 - 50lb bags)
	576 20 31 01 Oper Supplies - Pool Chemic		001 000 576 General Fund	1,655.09	Hypochlorite Solution (300 Gal); Sodium Bicarbonate (2 - 50lb bags)

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32689	07/01/2024	07/09/2024	3923 Orca Pacific Inc	592.03	Muriatic Acid (90 Gal)
	576 20 31 01	Oper Supplies - Pool Chemi	001 000 576 General Fund	592.03	Muriatic Acid (90 Gal)
Total Orca Pacific Inc				2,247.12	
32721	07/02/2024	07/09/2024	8993 Pacific Office Automation - A/R	549.59	Copier Lease - 05/01/24-06-01/24
	512 51 45 00	Oper Rentals - Copier - Cour	001 000 512 General Fund	9.58	Court 05/01/24-06-01/24
	518 10 45 00	Oper Rentals - Copier - Non	001 000 518 General Fund	18.66	City Hall 05/01/24-06-01/24
	531 50 45 00	Oper Rentals - Copier - Stori	415 000 531 Storm Drain	2.93	Storm 05/01/24-06-01/24
	534 10 45 02	Oper Rentals - Copier - Wat	425 000 534 Water Fund (de	2.93	Water 05/01/24-06-01/24
	535 10 45 00	Oper Rentals - Copier - Sew	430 000 535 Sewer Fund (de	2.92	Sewer 05/01/24-06-01/24
	542 30 45 00	Oper Rentals - Copier - Stre	101 000 542 City Street Fund	2.92	Street 05/01/24-06-01/24
	571 10 45 01	Oper Rentals - Copier - Rec	001 000 571 General Fund	9.42	Rec 05/01/24-06-01/24
	576 80 45 00	Oper Rentals - Copier - Park	001 000 576 General Fund	1.05	Parks 05/01/24-06-01/24
	591 12 70 00	Lease Payments - Court	001 000 591 General Fund	94.84	Court 05/01/24-06-01/24
	591 18 70 10	Lease Payments - Non-Dept	001 000 591 General Fund	184.78	City Hall 05/01/24-06-01/24
	591 31 70 00	Lease Payments - Storm	415 000 591 Storm Drain	28.99	Storm 05/01/24-06-01/24
	591 34 70 00	Lease Payments - Water Adr	425 000 591 Water Fund (de	28.99	Water 05/01/24-06-01/24
	591 35 70 00	Lease Payments - Sewer	430 000 591 Sewer Fund (de	28.99	Sewer 05/01/24-06-01/24
	591 71 70 00	Lease Payments - Recreatio	001 000 571 General Fund	93.23	Rec 05/01/24-06-01/24
	591 76 70 80	Lease Payments - Parks	001 000 591 General Fund	10.36	Parks 05/01/24-06-01/24
	591 95 70 00	Lease Payments - Street	101 000 591 City Street Fund	29.00	Street 05/01/24-06-01/24
32725	07/02/2024	07/09/2024	9728 Peacock, Joshua	78.00	Library Reimbursement - 1 Year (Joshua)
	572 21 49 00	Library Services	001 000 572 General Fund	78.00	Library Reimbursement - 1 Year (Joshua)
32740	07/03/2024	07/09/2024	3955 Petrocard Systems Inc	138.38	Gas/Fuel - 06/2024
	548 65 31 13	Gas - Storm	501 000 548 Equipment Rent	138.38	Storm - 06/2024
32676	07/01/2024	07/09/2024	10221 Petty Cash-ParksRec	59.50	Petty Cash Reimbursement - 07/09/24
	571 10 31 02	Senior Program Supplies	001 000 571 General Fund	59.50	Senior Morning Supplies
32673	06/30/2024	07/09/2024	357 Piercy, Timothy C	136.00	CDL Endorsement - Tim Piercy
	531 50 20 01	Contract Benefits - Storm	415 000 531 Storm Drain	34.00	CDL Endorsement - Tim Piercy
	534 10 20 01	Contract Benefits - Wtr Adm	425 000 534 Water Fund (de	34.00	CDL Endorsement - Tim Piercy
	535 10 20 01	Contract Benefits - Sewer Ac	430 000 535 Sewer Fund (de	34.00	CDL Endorsement - Tim Piercy
	542 30 20 01	Contract Benefits - Street Re	101 000 542 City Street Fund	34.00	CDL Endorsement - Tim Piercy
32678	07/01/2024	07/09/2024	7272 Positive Concepts Inc	260.00	Thermal Paper For Police Citations (36 Rolls)

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521 22 31 00	Office & Oper Sup - Police	001 000 521	General Fund	260.00	Thermal Paper For Police Citations (36 Rolls)
32690 07/01/2024	07/09/2024 3986	Puget Sound Energy, BOT-01H		3,309.12	Natural Gas - Pool/Bathhouse - June 2024
576 20 47 00	Public Utility Services - Pool	001 000 576	General Fund	3,309.12	Natural Gas - Pool/Bathhouse - June 2024
32744 07/03/2024	07/09/2024 10812	Quadient Finance USA, Inc.		2,000.00	Postage Meter Refill - June 2024
518 10 42 01	Postage - Non Dept	001 000 518	General Fund	2,000.00	Postage Meter Refill - June 2024
32745 07/03/2024	07/09/2024 10813	Quadient Leasing USA, Inc., Dept 3682		677.38	Postage Meter Rental - 06/13/24-09/12/24
518 10 42 01	Postage - Non Dept	001 000 518	General Fund	62.14	Postage Meter Tax - 06/13/24-09/12/24
591 18 70 10	Lease Payments - Non-Dept	001 000 591	General Fund	615.24	Postage Meter Rental - 06/13/24-09/12/24
32639 06/20/2024	07/09/2024 2441	Ricketts, Patricia		66.77	05-01500.0 - 1020 ROSEWOOD LANE
343 10 00 00	Storm Drain Revenues	415 000 340	Storm Drain	-32.73	
343 40 00 00	Sale Of Water	425 000 340	Water Fund (de	-32.12	
343 50 00 00	Sewer Revenues	430 000 340	Sewer Fund (de	-1.92	
32640 06/25/2024	07/09/2024 7115	Rivera, Debra J		24.24	05-02865.0 - 1214 MAR VISTA DR
343 10 00 00	Storm Drain Revenues	415 000 340	Storm Drain	-9.17	
343 40 00 00	Sale Of Water	425 000 340	Water Fund (de	-9.04	
343 50 00 00	Sewer Revenues	430 000 340	Sewer Fund (de	-6.03	
32715 07/02/2024	07/09/2024 4018	Rosen Supply Company Inc		185.78	Lights for Tot Lot & Whittier
576 80 31 02	Oper Supplies - Parks	001 000 576	General Fund	185.78	Lights for Tot Lot & Whittier
32685 07/01/2024	07/09/2024 4035	Sarco Supply		439.84	New Garbage Can for Office
576 20 35 00	Small Tools & Equip - Pool	001 000 576	General Fund	439.84	New Garbage Can for Office
32686 07/01/2024	07/09/2024 4035	Sarco Supply		451.41	Replace Broken Changing Table in Pool Bathroom
576 20 48 00	Rep & Maint - Pool	001 000 576	General Fund	451.41	Replace Broken Changing Table in Pool Bathroom
32719 07/02/2024	07/09/2024 4035	Sarco Supply		131.99	Janitorial Supplies - Rec Bldg
571 10 31 04	Janitorial Supplies - Rec Bldg	001 000 571	General Fund	131.99	Janitorial Supplies - Rec Bldg
32720 07/02/2024	07/09/2024 4035	Sarco Supply		44.03	Janitorial Supplies - Pool
576 20 31 02	Janitorial Supplies - Pool	001 000 576	General Fund	44.03	Janitorial Supplies - Pool
Total Sarco Supply				1,067.27	

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32679	07/01/2024	07/09/2024	5304 South Sound 911	36,062.50	3rd Qtr 2024 - SouthSound 911 Contract Services
	521 22 41 02	Dispatching (Communication	001 000 521 General Fund	23,312.50	LE Communications Services 3rd Qtr 2024
	521 22 41 04	Records (CPL Permitting)	001 000 521 General Fund	3,860.00	Records/Permitting Services 3rd Qtr 2024
	521 22 41 05	IT Charges (RMS)	001 000 521 General Fund	8,890.00	RMS & IT Support Services 3rd Qtr 2024
32704	07/01/2024	07/09/2024	4084 Staples Business Advantage	22.80	Office Supplies - Court
	512 51 31 00	Office & Oper Sup - Court	001 000 512 General Fund	22.80	Office Supplies - Court
32705	07/01/2024	07/09/2024	4084 Staples Business Advantage	209.18	Scanner
	512 51 35 00	Small Tools & Equip - Court	001 000 512 General Fund	209.18	Scanner
Total Staples Business Advantage				231.98	
32694	07/01/2024	07/09/2024	4107 Summit Law Group	192.50	Legal Consulting - May 2024
	515 41 41 02	Special Legal Counsel	001 000 515 General Fund	192.50	Legal Consulting - May 2024
32741	07/03/2024	07/09/2024	9888 T-Mobile (Cell Phone Bill)	2,338.36	City Cell Phones & Air Cards - 06/2024
	518 30 42 00	Communication - Fac/Equip	001 000 518 General Fund	90.69	Maint. Lead, 2 Workers 06/2024
	521 22 42 00	Communication - Police	001 000 521 General Fund	1,792.38	Police Officers, Chief and Air Cards 06/2024
	524 20 42 00	Communication- Building	001 000 524 General Fund	15.11	Community Development Dir. 06/2024
	531 50 42 00	Communication - Storm	415 000 531 Storm Drain	75.81	Public Works Crew, Director, PW Office Coord. 06/2024
	534 10 42 00	Communication - Water Adr	425 000 534 Water Fund (dep	106.96	Public Works Crew, Director, PW Office Coord., PW Water Meter Collector 06/2024
	535 10 42 01	Communication - Sewer Adr	430 000 535 Sewer Fund (dep	75.80	Public Works Crew, Director, PW Office Coord. 06/2024
	542 30 42 00	Communication - Street Reg	101 000 542 City Street Fund	75.80	Public Works Crew, Director, PW Office Coord. 06/2024
	558 60 42 00	Communication - Planning	001 000 558 General Fund	15.12	Community Development Dir. 06/2024
	576 80 42 00	Communication - Parks	001 000 576 General Fund	90.69	P/R Director, Events, Maint. Worker 06/2024
32684	07/01/2024	07/09/2024	4133 Tacoma Rubber Stamp	36.62	Signature Stamp - D Masko & J Dunbar
	513 10 35 00	Small Tools & Equip - Admir	001 000 513 General Fund	18.31	Signature Stamp - D Masko
	514 23 35 00	Small Tools & Equip - Financ	001 000 514 General Fund	18.31	Signature Stamp - J Dunbar
32739	07/03/2024	07/09/2024	4322 Tacoma, City of - POWER	1,333.79	Power - Various Locations - May & June 2024
	534 80 47 01	Utility Services/Pumping	425 000 534 Water Fund (dep	1,192.66	PW, Well #9 - 05/2024
	535 80 47 01	Utility Services/Pumping	430 000 535 Sewer Fund (dep	141.13	LS Power - 06/2024

ACCOUNTS PAYABLE

City Of Fircrest

Time: 09:19:51 Date: 07/05/2024

As Of: 07/09/2024

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
32672	06/30/2024	07/09/2024	7468 Turner, Jessica	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
32716	07/02/2024	07/09/2024	5934 US Bank, City Hall Account	2,936.92	P-Card Charges thru 06/26/24
	511 60 49 00	Miscellaneous - Legisl	001 000 511 General Fund	256.90	Finance Director C. Corcoran Reception
	513 10 49 01	Reg & Tuition - Admin	001 000 513 General Fund	750.00	CMC Training - A Burkhardt
	514 23 49 01	Reg & Tuition - Finance	001 000 514 General Fund	835.00	Excel Webinar - S Lee, WFOA Conference Registration - J Dunbar
	517 90 31 01	Oper Supplies - Wellness Pr	001 000 517 General Fund	337.69	Wellness Program Supplies
	518 10 42 01	Postage - Non Dept	001 000 518 General Fund	394.00	Postage - Passports
	558 60 49 02	Dues/Member/Subscription:	001 000 558 General Fund	363.33	Bluebeam Core License - N Kolostyak
32675	07/01/2024	07/09/2024	8482 US Bank, Police Department Account	15.75	P-Card Charges thru 06/25/24
	521 22 49 00	Miscellaneous - Police	001 000 521 General Fund	15.75	Postage for DUI Kits
32674	07/01/2024	07/09/2024	8483 US Bank, Public Works Dept Account	1,794.51	P-Card Charges thru 06/25/24
	518 30 31 01	Oper Supplies - Rec Bldg	001 000 518 General Fund	29.71	Clips for Lights at Rec Bldg.
	542 80 31 02	Oper Supplies - Flower Bask	101 000 542 City Street Fund	1,764.80	Flag Holders (Qty 12) & Basket Hangers (Qty 5)
32696	07/01/2024	07/09/2024	8484 US Bank, Recreation Dept Account	1,494.39	P-Card Charges thru 06/25/24
	573 90 49 01	Community Events	001 000 573 General Fund	1,389.83	Community Event Supplies - Strawberry Festival, Rod Run & Fun Days
	576 20 31 03	Oper Supplies - Pool	001 000 576 General Fund	104.56	Pool Theme Night Supplies
32731	07/02/2024	07/09/2024	4178 University Place Refuse Inc	393.75	Dumping Fees - Street 06/2024
	531 50 47 01	Dumping Fees - Storm	415 000 531 Storm Drain	393.75	Dumping Fees - Street 06/2024
32680	07/01/2024	07/09/2024	9253 University Place Tire & Auto	1,605.96	#38484D - New Rear Brake Pads
	548 65 48 12	O & M - Street	501 000 548 Equipment Rent	1,605.96	#38484D - New Rear Brake Pads
32706	07/01/2024	07/09/2024	4179 Unum Life Insurance Company of America	56.90	Retired Benefits - July 2024
	521 22 20 02	LEOFF I Long Term Care Pre	001 000 521 General Fund	56.90	Retired Benefits - July 2024
32683	07/01/2024	07/09/2024	4180 Utilities Underground	48.40	Locates 06/2024
	534 10 49 00	Miscellaneous - Water Admi	425 000 534 Water Fund (de	24.20	Locates 06/2024
	535 10 49 00	Miscellaneous - Sewer Admi	430 000 535 Sewer Fund (de	24.20	Locates 06/2024
32666	06/30/2024	07/09/2024	10210 Vanhyning, Lauren	78.00	Library Reimbursement - 1 Year

ACCOUNTS PAYABLE

City Of Fircrest

Time: 09:19:51 Date: 07/05/2024

As Of: 07/09/2024

Page: 10

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
572 21 49 00	Library Services		001 000 572 General Fund	78.00	Library Reimbursement - 1 Year
32708	07/01/2024	07/09/2024	3645 WEX BANK, Wright Express FSC	3,159.87	Gas/Fuel - June 2024
548 65 31 06	Gas - Facilities		501 000 548 Equipment Rent:	86.92	F&E 06/2024
548 65 31 08	Gas - Police		501 000 548 Equipment Rent:	2,266.54	Police 06/2024
548 65 31 11	Gas - Parks/Rec		501 000 548 Equipment Rent:	298.85	Parks 06/2024
548 65 31 12	Gas - Street		501 000 548 Equipment Rent:	323.57	Street 06/2024
548 65 31 14	Gas - Water/Sewer		501 000 548 Equipment Rent:	183.99	W/S 06/2024
32732	07/02/2024	07/09/2024	4229 Washington State Patrol	600.00	Access User Fee - 2nd Quarter 2024
521 22 41 03	WACIC/NCIC		001 000 521 General Fund	600.00	Access User Fee - 2nd Quarter 2024
32726	07/02/2024	07/09/2024	4256 Winning Seasons	904.20	Peewee Baseball Coach Shirts (Quantity 75)
571 10 31 06	Program Supplies - Youth		001 000 571 General Fund	904.20	Peewee Baseball Coach Shirts (Quantity 75)
32727	07/02/2024	07/09/2024	4256 Winning Seasons	1,145.04	Peewee Baseball Shirts (104)
571 10 31 06	Program Supplies - Youth		001 000 571 General Fund	1,145.04	Peewee Baseball Shirts (104)
32728	07/02/2024	07/09/2024	4256 Winning Seasons	891.81	Peewee Baseball Hats (Qty 180)
571 10 31 06	Program Supplies - Youth		001 000 571 General Fund	891.81	Peewee Baseball Hats (Qty 180)
Total Winning Seasons				2,941.05	
Report Total:				110,472.51	
Fund					
001 General Fund				94,323.81	
101 City Street Fund				4,385.18	
415 Storm Drain				1,475.47	
425 Water Fund (department)				4,160.62	
430 Sewer Fund (department)				1,223.22	
501 Equipment Rental Fund				4,904.21	

This report has been reviewed by:

REMARKS:

Signature & Title

Date



**Washington State
Liquor and Cannabis Board**

PO Box 43098

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

June 06, 2024

Dear Local Authority:

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

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

1) Objection to License Renewal

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

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

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

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

2) Status of License While Objection Pending

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

3) Procedure Following Licensing Division Receipt of Objection

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

4) Procedure if Board Does Not Renew License

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

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

5) Procedure if Board Renews License Over Your Objection

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

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

Sincerely,

Rebecca Smith

Rebecca Smith, Director,
Licensing and Regulation Division

LIQ 864 07/10

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 06/06/2024

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF FIRCREST
(BY ZIP CODE) FOR EXPIRATION DATE OF 20240930

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. JUST A GREAT COMPANY ENTERPRIS	PINT DEFLANCE 2049 MILDRED ST W FIRCREST	089097	TAVERN - BEER/WINE OFF PREMISES
	WA 98466 6133		



LIQUOR LICENSE RENEWAL

Applicant Information

Licensee Name: Just A Great Company Enterprise
Establishment Name: Pint Defiance
Address: 2049 Mildred St W
License Number: 089097
Request Received: 06/17/2024
Expiration Date: 09/30/2024

Department Comments

Finance

No concerns.

Planning and Building

No concerns.

Police

No concerns.

Julie Dunbar

Director Signature

07/05/24

Date

Mark Newman

Director Signature

07/05/24

Date

Ron Schaub

Director Signature

07/05/24

Date

WASHINGTON STATE LIQUOR AND CANNABIS BOARD - LICENSE SERVICES
1025 UNION AVE SE - P O Box 43075
Olympia WA 98504-3075
specialoccasions@lcb.wa.gov Fax: 360-753-2710

TO: MAYOR OF FIRCREST

JUNE 7, 2024

SPECIAL OCCASION #: 092411

KIWANIS CLUB OF CLOVER PARK
 9524 GRAVELLY LAKE DR SW
 LAKEWOOD, WA 98499

DATE: JULY 22, 2024

TIME: 12 NOON TO 9 PM

PLACE: FIRCREST COMMUNITY PARK - 555 CONTRA COSTA AVE, FIRCREST

CONTACT: [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

SPECIAL OCCASION LICENSES

- * __ Licenses to sell beer on a specified date for consumption at a specific place.
- * __ License to sell wine on a specific date for consumption at a specific place.
- * __ Beer/Wine/Spirits in unopened bottle or package in limited quantity for **off** premise consumption.
- * __ Spirituous liquor by the individual glass for consumption at a specific place.

If return of this notice is not received in this office within 20 days from the above date, we will assume you have no objections to the issuance of the license. If additional time is required please advise.

- | | | |
|--|----------|---------|
| 1. Do you approve of applicant? | YES ____ | NO ____ |
| 2. Do you approve of location? | YES ____ | NO ____ |
| 3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? | YES ____ | NO ____ |

<u>OPTIONAL CHECK LIST</u>	<u>EXPLANATION</u>	YES ____	NO ____
LAW ENFORCEMENT	_____	YES ____	NO ____
HEALTH & SANITATION	_____	YES ____	NO ____
FIRE, BUILDING, ZONING	_____	YES ____	NO ____
OTHER:	_____	YES ____	NO ____

If you have indicated disapproval of the applicant, location or both, please submit a statement of all facts upon which such objections are based.

DATE SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE



SPECIAL OCCASION LIQUOR LICENSE

Applicant Information

Licensee Name: Kiwanis Club of Clover Park
Establishment Name: Fircrest Community Park
Address: 555 Contra Costa Ave
Date: 07/22/2024 12 P.M. to 9 P.M.
Request Received:

Department Comments

Finance

No concerns.

Planning and Building

No concerns.

Police

No concerns.

Julie Dunbar

Interim Director Signature

07/05/24

Date

Mark Newman

Director Signature

07/05/24

Date

Ron Schaub

Police Chief Signature

07/05/24

Date

JUNE 17, 2024

FIRCREST CITY COUNCIL MEETING MINUTES – STUDY SESSION 1

CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

Mayor Shannon Reynolds called the study session to order at 6:00 P.M. and led the Pledge of Allegiance. Councilmembers David M. Viafore, Karen Mauer-Smith, Hunter T. George, Nikki Bufford, and Jim Andrews were present. Councilmember Brett L. Wittner was absent and excused.

AGENDA MODIFICATIONS

There were none.

MIDDLE HOUSING KICK-OFF PRESENTATION

Mayor Reynolds stated the Council would allow public comment after the Middle Housing Presentation. There were no objections noted by the Council.

Community Development Director Newman noted that members of the Fircrest Planning Commission were invited and were present as community members. Community Development Director Newman introduced Kimley-Horn representatives Nick Chen and Clay White to the Council. Mr. Chen provided a brief introduction of the consultant team, a legislation overview, and reported on the project schedule. The presentation included information on House Bill (HB) 1337 and House Bill (HB) 1110, City development standards, implementation options, and community outreach process. Discussions included concerns about online surveys, community engagement, housing density issues, state mandate requirements, lot sizes, pedestrian safety, potential lawsuits, and a thoughtful approach to middle housing requirements.

Councilmember Andrews left the meeting at 6:41 P.M. and returned at 6:43 P.M.

Councilmember Viafore welcomed and acknowledged former Mayor and current Planning Commissioner Kathy McVay, former Councilmember and former Planning Commissioner Jerry Foss, former Councilmember Joe Barrentine, Planning Commissioner Eric Lane, Planning Commissioner Ben Ferguson, and retired Judge John Miller.

Mayor Reynolds invited public comment and stated the Council would address questions as they arise. The following individuals provided comment.

- Douglas Worth, 1217 Coral Dr, commented on the zoning map color-coding and the undeveloped property on Mildred Street.

Councilmember Bufford requested to post the public comment questions and answers on the City's website.

Community Development Director Newman stated that yellow-shaded areas (R-4 and R-6) are residential zoning districts and HB 1110 is applicable in these areas.

- Ross Hjelseth, 985 Altadena Dr, commented on increased density accommodation and established CC&Rs (covenants, conditions, and restrictions).

Kimley-Horn representative, Mr. Chen, stated that CC&Rs can restrict the type of housing requirements allowed.

- Brian Rybolt, 1036 Daniels Dr, commented on the dense housing concerns and altering Fircrest characteristics.

JUNE 17, 2024**FIRCREST CITY COUNCIL MEETING MINUTES – STUDY SESSION 2**

- Al Lingg, 1084 Daniels Dr, commented on the current density concerns and asked the Council to proceed carefully.
- Vince Navarre, 1205 Del Monte Ave, commented on state mandates that change the character of the City, and infrastructure concerns.
- Gerald Maxey, 810 Regents Blvd, commented on infrastructure concerns and green space requirements.

Community Development Director Newman stated that tree replanting ratios apply to vacant undeveloped properties, and the City is considering an urban tree canopy assessment and tree permitting.

- Frank Ladenburg, 1309 Palm Dr, commented on the complexity of the housing issue, City character preservation and asked the Council to proceed carefully.
- Denise Ladenburg, 1309 Palm Dr, commented on infrastructure and density concerns and asked the Council to proceed carefully.
- Jerry Foss, 1101 Paradise Pkwy, commented on the impact on lot sizes, community educational mailers, and asked the Council to proceed carefully.
- Lenny Swanson, 534 Forrest Park Dr, commented on the potential increase in rental properties and lack of homeownership pride.
- Marty Jackson, 1102 Paradise Pkwy, commented on government representation and expressed concern with affordable housing.
- Ben Ferguson, 428 Ramsdell St, commented on affordable housing for families and keeping the Fircrest characteristics.

Council discussions included a proactive process and planning, providing opportunities for affordable housing, infrastructure concerns, increased cost of homeownership, CC&Rs, and HOAs, development and local design standards, mapping impacted and exempt areas, permitted and allowed housing, “home rule,” project schedule timeline, potential legal challenges and code amendment process.

Mayor Reynolds requested a list of deliverables asked by the Council during the Study Session.

ADJOURNMENT

Councilmember Viafore MOVED to adjourn the meeting at 7:45 P.M., seconded by Councilmember Bufford.

The Motion Carried (6-0).

Shannon Reynolds, Mayor

Arlette Burkhart, Acting City Clerk

JUNE 25, 2024**FIRCREST CITY COUNCIL MEETING MINUTES – REGULAR 1****CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL**

Mayor Shannon Reynolds called the regular meeting to order at 7:01 P.M. and led the Pledge of Allegiance. Councilmembers David M. Viafore, Karen Mauer-Smith, Brett L. Wittner, Nikki Bufford, and Jim Andrews were present. Councilmember Hunter T. George was absent and excused.

PRESIDING OFFICER’S REPORT**A. Proclamation: Finance Director Corcoran Appreciation**

Councilmember Mauer-Smith read the proclamation titled Finance Director Corcoran Appreciation into the record. **Councilmember Viafore MOVED to authorize the Mayor's signature on the proclamation proclaiming the recognition of Finance Director Corcoran's contributions and commitment to the City of Fircrest; seconded by Councilmember Wittner.** Mayor Reynolds invited councilmember comment. The Council expressed their gratitude to Finance Director Corcoran and her commitment to the City. Mayor Reynolds invited public comment.

- Colleen Corcoran, Fircrest Finance Director, thanked the Council and staff.

The Motion Carried (6-0).**CITY MANAGER COMMENTS**

City Manager Masko thanked Finance Director Corcoran for her years of service to the City and reported on the Acting City Clerk Burkhart’s public records officer certification. She also reported on the new development interest in the undeveloped property on Mildred Street. Ms. Masko reported on the Association of Washington Cities (AWC) conference and the exceptional representation by the attending Fircrest Council. Ms. Masko provided kudos to staff members Utility Billing Assistant Holly Veliz and Passport Specialist Laura Thompson for their dedicated work to the City. Lastly, Ms. Masko reported on the City of Tacoma’s mineral oil spill at Leach Creek Holding Basin and stated Tacoma initiated an emergency spill response and cleanup efforts. The City of Tacoma is working with the Washington State Department of Ecology and Environmental Protection Agency to remediate the impacts of the mineral oil. The City became aware of the spill via social media.

Discussions included lack of communication from the City of Tacoma, the volume of contaminants spilled, Tacoma’s transparency, and sending a Mayor-endorsed letter to the Washington Department of Ecology. There was a consensus from the Council to send a Mayor-endorsed letter to the Department of Ecology to ensure proper environmental compliance.

Mayor Reynolds reported on the City of Orting Mayor Penner’s appointment to the AWC Board of Directors.

DEPARTMENT HEAD COMMENTS

- Community Development Director Newman reported on the new staff member, Permit Coordinator Natasha Koloystak, and upcoming department goals.
- Parks and Recreation Director Grover reported on the Office Assistant recruitment, the annual car show, and swim lessons.
- Public Works Director Bemis thanked Ms. Corcoran.

JUNE 25, 2024

FIRCREST CITY COUNCIL MEETING MINUTES – REGULAR 2

COUNCILMEMBER COMMENTS

- Councilmember Viafore commented on his concerns for the City’s water source due to the mineral oil spill and the City’s response to the Department of Ecology.
- Councilmember Mauer-Smith reported on the Strawberry Festival and stated it was a great event.
- Councilmember Wittner commented on his return from vacation.
- Councilmember Bufford thanked the Council for the opportunity to attend the AWC conference and thanked Officer Chris Roberts for his assistance in a vehicular assault incident.
- Councilmember Andrews reported on the AWC conference and stated it was informative. AWC presentations included parliamentary procedures, public records requests, open public meetings - public comments, and the new Middle Housing laws.

PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA

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

- Vince Navarre, address not provided, thanked Ms. Corcoran for her service to the City and stated she provided quality work.

COMMITTEE, COMMISSION, AND LIAISON REPORTS

A. Parks, Recreation, and Sustainability

Councilmember Viafore reported on the Fircrest Parks Maintenance Facility and the Strawberry Festival. He stated the festival had large crowds, and the City should consider reviving the City’s tradition of the Mayor’s opening statement and the singing of the National Anthem. Lastly, he reported on the pool’s usage.

Mayor Reynolds commented on a feasibility study for expanding recreational pool opportunities.

B. Police/Public Safety and Court

There was no report.

C. Public Works

There was no report.

D. Pierce County Regional Council

Councilmember Reynolds reported on the Transportation Coordinating Committee’s SNAP meeting that June topics were moved to the July meeting, and the PCRC Council will plan to stand in recess in August.

E. Other Liaison Reports

There was no report.

E1. Centennial Celebration Logo Discussion

Councilmember Bufford provided an overview of the proposed centennial logo options, thanked Community Events Specialist Judy Schmidtke for her efforts on the draft centennial logo, and requested Council feedback.

JUNE 25, 2024**FIRCREST CITY COUNCIL MEETING MINUTES – REGULAR 3**

There was a Council consensus to approve option number 4 for the City’s centennial logo. Councilmember Viafore commented on the City’s ownership of the design.

Councilmember Wittner MOVED to approve the Centennial Celebration Logo as depicted in Option #4; seconded by Councilmember Mauer-Smith. Mayor Reynolds invited Councilmember comments; none were provided. Mayor Reynolds invited public comment.

- Nancy Atwood, 1204 Farallone Ave, stated she liked option number 4.

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

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

- A. Approval of Check No. 221376 through 221456 in the amount of \$200,975.41
Approval of payroll electronic funds transfer in the amount of \$175,172.10
- B. Registering no objections to the Office Boutique Liquor License Application.
- C. Approval of the May 28, 2024, Regular Meeting minutes
Approval of the June 11, 2024, Regular Meeting minutes

Councilmember Bufford MOVED to approve the Consent Calendar as read; seconded by Councilmember Wittner.

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

There was no public hearing scheduled.

UNFINISHED BUSINESS**A. Resolution No. 1910: Approval of the 2025-2030 Transportation Improvement Program**

Public Works Director Bemis briefed the Council on the City’s Transportation Improvement Plan, stating that it is a planning document that is used to identify projects and funding. Future grant-eligible projects must be in the TIP to be eligible for funding. **Councilmember Wittner MOVED to adopt Resolution No. 1910, approving the City of Fircrest’s Six-Year Comprehensive Transportation Improvement Program for the period of 2025-2030; 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).**NEW BUSINESS****A. Resolution No. 1911: South Orchard Grind & Overlay Contract**

Public Works Director Bemis briefed the Council on the proposed resolution and highlighted the project includes ADA-compliant upgrades and paving of the South Orchard Street at Regents Blvd intersection. **Councilmember Bufford MOVED to adopt Resolution No. 1911, authorizing the City Manager to execute a Public Works contract with Miles Resources, LLC, for the South Orchard Street Grind and Overlay Project; seconded by Councilmember Mauer-**

JUNE 25, 2024**FIRCREST CITY COUNCIL MEETING MINUTES – REGULAR 4**

Smith. Mayor Reynolds invited Councilmember comments. Councilmember Wittner thanked staff for their work on this grant and options for road weight limits. Mayor Reynolds invited public comment; none were provided.

The Motion Carried (6-0).**B. Resolution No. 1912: South Orchard Water Main Upgrade Contract**

Public Works Director Bemis briefed the Council on the proposed resolution and highlighted the project includes the replacement of an undersized water main. **Councilmember Bufford MOVED to adopt Resolution No. 1912, authorizing the City Manager to execute a Public Works contract with Pape & Sons Construction, Inc. for the South Orchard Street Water Main Replacement Project; seconded by Councilmember Wittner.** Mayor Reynolds invited Councilmember comments. Councilmember Viafore commented on ensuring project management schedules align on South Orchard Street. Mayor Reynolds invited public comment; none were provided.

The Motion Carried (6-0).**C. Resolution No. 1913: Cooperative Cities Interlocal Agreement**

Chief Schaub briefed the Council on the proposed resolution and highlighted the agreement allows for additional law enforcement resources. **Councilmember Bufford MOVED to adopt Resolution No. 1913 authorizing the City Manager to enter into an Interlocal Agreement with the Cooperative Cities Consortium for multi-jurisdictional specialty teams in Pierce County; seconded by Councilmember Mauer-Smith.** Mayor Reynolds invited Councilmember comments. Council discussions included shared liabilities, City insurance, and City attorney approval. There was a Council consensus to table the resolution. **Councilmember Wittner MOVED to table Resolution No. 1913, authorizing the City Manager to enter into an Interlocal Agreement with the Cooperative Cities Consortium for multi-jurisdictional specialty teams in Pierce County to the July 9, 2024, City Council meeting; seconded by Councilmember Bufford.**

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

Councilmember Viafore stated the City is short-staffed and could need more time to research.

The Motion Carried (5-1), with Councilmember Viafore dissenting.**D. Resolution No. 1914: Fircrest Park Maintenance Facility Contract**

Public Works Director Bemis briefed the Council on the proposed resolution and highlighted the facility would provide storage for equipment and supplies. **Councilmember Bufford MOVED move to adopt Resolution No. 1914, authorizing the City Manager to execute a Public Works contract with Creative Custom Construction, LLC, for the Fircrest Park Maintenance Facility Project; seconded by Councilmember Mauer-Smith.** Mayor Reynolds invited Councilmember comments. There was a brief discussion on fencing concerns and types of City-approved fencing. Mayor Reynolds invited public comment; none were provided.

The Motion Carried (6-0).

JUNE 25, 2024**FIRCREST CITY COUNCIL MEETING MINUTES – REGULAR 5****E. Resolution No. 1915: RWJ Consultants Contract Extension**

City Manager Masko briefed the Council on the proposed resolution and stated the agreement will continue project coordination services. **Councilmember Bufford MOVED to adopt Resolution No. 1915 authorizing the City Manager to execute an amendment to the professional services agreement with RWJ Consultants for Project Coordinator services; seconded by Councilmember Wittner.** Mayor Reynolds invited Councilmember comments. There was a brief discussion on funding the project coordination services. Mayor Reynolds invited public comment; none were provided.

The Motion Carried (6-0).**F. Discussion: Comprehensive Plan Survey Responses**

Community Development Director Newman reported on the Comprehensive Plan survey responses and next steps. Council discussions included posting comments on the City's website, further community engagement, and Fircrest resident responses.

G. Discussion: City Manager Evaluation Process

Mayor Reynolds reported on the City Manager evaluation process and accommodating electronic Council comments. She stated the City Manager's evaluation is required under the City's contract. Councilmember Viafore requested to add an executive session to review the performance of a public employee pursuant to RCW 42.30.110(g). There were no noted objections by the Council to add the executive session.

CALL FOR FINAL COMMENTS

Councilmember Viafore congratulated Finance Director Corcoran on her retirement and commented on the budget amendment process.

EXECUTIVE SESSION

At 8:38 P.M., Mayor Reynolds reported that the Council would take a five-minute recess and convene into Executive Session, not to exceed thirty (30) minutes, to discuss labor negotiations, pursuant to RCW 42.30.140(4)(b) and to review the performance of a public employee pursuant to RCW 42.30.110(g). Mayor Reynolds noted that City Manager Masko, substitute City Attorney Rosenberg and Joanna Eide, City's Labor Attorney John Lee, and Public Works Director Bemis were invited to the Executive Session to discuss labor negotiations, pursuant to RCW 42.30.140(4)(b).

ADJOURNMENT

Councilmember Bufford MOVED to adjourn the meeting at 9:04 P.M., seconded by Councilmember Viafore.

The Motion Carried (6-0).

Shannon Reynolds, Mayor

Arlette Burkhardt, Acting City Clerk

FIRCREST CITY COUNCIL AGENDA SUMMARY

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

ITEM: 12A

DATE: July 9, 2024

FROM: Ronald Schaub, Chief of Police

RECOMMENDED MOTION: None at this time. City staff are requesting additional time for research on this item.

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 (CDT) within Pierce County is the Cooperative Cities Team. While we hope to never need the CDT for a protest, it is a nice layer of protection should the need arise.

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. Specifically, allowing our detective to participate in the crime response unit will build his competence and expertise.

DISADVANTAGES: Section 13 of the ILA addresses "Equal Sharing of Liability" between the signatory agencies on an equal share basis. The City's risk would be 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). The Cooperative Cities Consortium has only been party to one lawsuit since its inception, which was related to SWAT services. SWAT services are no longer part of this ILA.

The liability language was reviewed and approved by attorneys from the Washington Cities Insurance Authority and the AWC Risk Management Service Agency. However, an attorney with Kenyon Disend (who represents the City) did express concerns with the language as written,

especially in the absence of any mobilization standard operating procedures. The City has not had the opportunity to have the ILA reviewed by a CIAW attorney yet.

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

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 would allow the City to share resources and services in those instances that may require it, plus provide training and experience for our officers that they might otherwise not receive.

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 9th day of July 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: National Night Out Fireworks Agreement

ITEM: 13A

DATE: July 9, 2024

FROM: Ronald Schaub, Chief of Police

RECOMMENDED MOTION: I move to adopt Resolution No. ____ authorizing the City Manager to execute an Agreement with Alpha Pyrotechnics to provide a firework display at National Night Out.

PROPOSAL: The Council is being asked to authorize the City Manager to execute an agreement with Alpha Pyrotechnics to provide a firework display at the City's National Night Out event on August 6, 2024.

FISCAL IMPACT: Staff recommends that this year's fireworks display cost not exceed \$7,000, the same amount paid last year. Fundraising efforts are ongoing, and although last year's supporters have pledged to donate again, the City has not yet received all the funds. Due to timing constraints with the fireworks agreement, we cannot wait until the July 23rd Council meeting, when we will have a clearer picture of the donations received, to seek approval. Therefore, we recommend a "not to exceed" amount of \$7,000, with the understanding that the final amount expended on the display will not surpass the amount of donations received.

ADVANTAGE: This annual event allows our residents to learn about crime prevention and interact with our local police officers in a fun setting. The fireworks display enhances the event festivities and is eagerly anticipated by our community each year.

DISADVANTAGES: The success of the fireworks display is contingent upon favorable weather conditions.

ALTERNATIVES: Do not have a fireworks display in conjunction with National Night Out.

HISTORY: National Night Out (NNO) is an annual community-building event in the United States, held on the first Tuesday of August in cities across the country. The event is designed to encourage connections between neighbors and community resources and bring residents and local law enforcement together to help prevent crime in our neighborhoods. NNO promotes police/community partnerships and local camaraderie to build neighborhood unity and strengthen the partnership that is important to the success of our community policing efforts.

National Night Out sends a message that illegal activities will not be tolerated in the City of Fircrest. Support of this program shows the solidarity of citizens standing against crime, illegal drugs, and violence. NNO also boosts awareness of emergency services available to our citizens. We feel that the fireworks show enhances our event, which has been a highly anticipated summer event for the past twenty-four years.

ATTACHMENTS: [Resolution](#)

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE CITY
MANAGER TO EXECUTE AN AGREEMENT WITH ALPHA
PYROTECHNICS FOR A FIREWORKS DISPLAY AT NATIONAL
NIGHT OUT.**

WHEREAS, the City of Fircrest has received donations to pay for a fireworks display
at National Night Out; and

WHEREAS, the City wishes to contract with Alpha Pyrotechnics to perform the display
on August 6, 2024, for an amount not to exceed \$7,000; and

WHEREAS, Alpha Pyrotechnics is a qualified vendor who has performed the fireworks
display for National Night Out and Fircrest Fun Days since 2016.

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

Section 1. The City Manager is hereby authorized and directed to execute an
Agreement with Alpha Pyrotechnics for a fireworks display at National Night Out on
August 6, 2024.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 9th day of July 2024.

APPROVED:

Shannon Reynolds, Mayor

ATTEST:

Arlette Burkhart, Acting City Clerk

APPROVED AS TO FORM:

Robert Zeinemann, City Attorney