

**FIRCREST CITY COUNCIL  
REGULAR MEETING AGENDA**

**TUESDAY, SEPTEMBER 10, 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**
  - A. [Proclamation: Patriot Day and Day of Service and Remembrance](#) 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. 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 3
  - B. Approval of Minutes: [August 19, 2024, Study Session](#) 11
  - C. Setting a public hearing on October 08<sup>th</sup>, 2024, at 7:15 pm or thereafter to receive comments on the 2024 Fircrest Comprehensive Plan Update
- 11. PUBLIC HEARING**
- 12. UNFINISHED BUSINESS**
- 13. NEW BUSINESS**
  - A. [Ordinance: Sign Code Amendment](#) 13
  - B. [Ordinance: Fircrest Municipal Code Chapter 2.60 Amendment](#) 18
  - C. [Resolution: Federal Grant Signature Authority](#) 22
  - D. [Resolution: Cultural Shift to Active Transportation Grant MOU](#) 25
  - E. [Resolution: ILA w/Pierce County for Specialized Police Services](#) 39
  - F. [Resolution: Pipe Bursting Contract](#) 67
- 14. CALL FOR FINAL COMMENTS**
- 15. EXECUTIVE SESSION**

To Review the Performance of a Public Employee, pursuant to RCW 42.30.110(1)(g)
- 16. ADJOURNMENT**



## ***PROCLAMATION OF THE CITY COUNCIL***

**WHEREAS**, on September 11, 2001, the American people endured, with courage and heroism, the worst terrorist attack on U.S. soil in our nation's history, coming together in a remarkable spirit of patriotism and unity, performing countless acts of kindness, generosity, and compassion; and

**WHEREAS**, Americans from all walks of life shared in the profound pain of those attacks, but rather than divide us, that shared pain brought us together, reaffirming the values of service and strength upon which our country was built; and

**WHEREAS**, on this day, we honor the selfless heroes and innocent victims of September 11, 2001, and we reaffirm the spirit of patriotism, service, and unity that we felt in the days and months that followed; and

**WHEREAS**, in 2001, Congress officially designated September 11<sup>th</sup> as "Patriot Day," a day of remembrance and reflection, and as a time to honor the victims, support those still affected by the attacks, and uphold the values of resilience and unity that define our nation; and

**WHEREAS**, in 2002, family members of the victims, first responders, and others established "9/11 Day" to commemorate the anniversary of the September 11<sup>th</sup> attacks through acts of service and volunteerism, fulfilling the commitment to "Never Forget"; and

**WHEREAS**, in 2009, Congress passed the Serve America Act, designating September 11<sup>th</sup> as a "National Day of Service and Remembrance" to honor those who lost their lives at the World Trade Center, the Pentagon, and in a field in southwestern Pennsylvania through positive and respectful acts of service; and

**WHEREAS**, when we join in serving causes greater than ourselves and honoring those we lost, we are reminded of the ways that the victims of 9/11 live on – in the people they loved, the lives they touched, and the courageous acts they inspired.

**NOW, THEREFORE, WE, MAYOR AND COUNCILMEMBERS of the City of Fircrest, do hereby proclaim** September 11, 2024, as

### ***PATRIOT DAY AND DAY OF SERVICE AND REMEMBRANCE***

in the City of Fircrest and urge all residents to observe a moment of silence in memory of the innocent victims of the terrorist attacks of September 11, 2001, and to observe this day with acts of service and remembrance in their honor.

*Proclaimed this 10<sup>th</sup> day of September 2024.*

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Shannon Reynolds, Mayor

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| 33123                                  | 08/29/2024   | 09/10/2024                    | 10562 Amazon Capital Services            | 428.29   | Canon EOS R100 Camera   |
|  | 511 60 35 00 | Small Tools & Equip - Legisl  | 001 000 511 General Fund                 | 428.29   | Canon EOS R100 Camera   |
| 33111                                  | 08/27/2024   | 09/10/2024                    | 3718 American Planning Association       | 347.00   | Annual Dues (10/1/24-9/30/25) - Mark Newman                         |
|  | 558 60 49 02 | Dues/Member/Subscriptions:    | 001 000 558 General Fund                 | 347.00   | Annual Dues (10/1/24-9/30/25) - Mark Newman                         |
| 33130                                  | 08/29/2024   | 09/10/2024                    | 6018 Canon Financial Services Inc        | 194.54   | Police Copier/Fax Rental - August 2024                              |
|  | 521 22 45 00 | Oper Rentals - Copier - Polic | 001 000 521 General Fund                 | 17.85    | Police Copier/Fax Tax - August 2024                                 |
|  | 591 21 70 22 | Lease Payments - Police       | 001 000 591 General Fund                 | 176.69   | Police Copier/Fax Rental - August 2024                              |
| 33109                                  | 08/23/2024   | 09/10/2024                    | 1716 Carr, Steve                         | 95.05    | 03-00750.0 - 144 AMHERST ST   |
|  | 343 10 00 00 | Storm Drain Revenues          | 415 000 340 Storm Drain                  | -23.13   |   |
|  | 343 40 00 00 | Sale Of Water                 | 425 000 340 Water Fund (dep              | -26.37   |   |
|  | 343 50 00 00 | Sewer Revenues                | 430 000 340 Sewer Fund (dep              | -45.55   |   |
| 33166                                  | 09/04/2024   | 09/10/2024                    | 8188 Comcast Business Communications LLC | 455.17   | Internet Access Fee - September 2024                                |
|  | 518 81 42 00 | Communication/Internet - I/   | 001 000 518 General Fund                 | 455.17   | Internet Access Fee - September 2024                                |
| 33114                                  | 08/27/2024   | 09/10/2024                    | 9303 Deal, Robert L.                     | 556.08   | Police Background Checks (13.5 Hrs) & Mileage 7/17/24-8/21/24       |
|  | 521 22 41 00 | Prof Svcs - Police            | 001 000 521 General Fund                 | 556.08   | Police Background Checks (13.5 Hrs) & Mileage 7/17/24-8/21/24       |
| 33135                                  | 08/29/2024   | 09/10/2024                    | 5952 Dinwiddie II, Thomas                | 78.00    | Library Reimbursement - 1 Year (Heather)                            |
|  | 572 21 49 00 | Library Services              | 001 000 572 General Fund                 | 78.00    | Library Reimbursement - 1 Year (Heather)                            |
| 33115                                  | 08/27/2024   | 09/10/2024                    | 3638 Fircrest Golf Club                  | 1,387.31 | Land Rental for Water Tank on Golf Course Property - September 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 - September 2024 |
| 33112                                  | 08/27/2024   | 09/10/2024                    | 10618 First Responder Outfitters, Inc.   | 16.49    | Uniform Alterations - S Towe  |
|  | 521 22 49 01 | Uniforms/Clothing/Laundry     | 001 000 521 General Fund                 | 16.49    | Uniform Alterations - S Towe  |
| 33113                                  | 08/27/2024   | 09/10/2024                    | 10618 First Responder Outfitters, Inc.   | 222.53   | Uniform Alterations - S Towe  |
|  | 521 22 49 01 | Uniforms/Clothing/Laundry     | 001 000 521 General Fund                 | 222.53   | Uniform Alterations - S Towe  |
| Total First Responder Outfitters, Inc. |              |                               |  | 239.02   |   |

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| 33127                            | 08/29/2024                                 | 09/10/2024 3692             | Home Depot Credit Services | 29.75    | Caution Tape for Shop                                      |
|                                  | 518 30 35 00 Small Tools & Equip - Facilit | 001 000 518 General Fund    |                            | 29.75    | Caution Tape for Shop                                      |
| 33161                            | 09/04/2024                                 | 09/10/2024 3692             | Home Depot Credit Services | 16.51    | Soap for Dishwasher  |
|                                  | 518 30 31 03 Oper Supplies - PWF           | 001 000 518 General Fund    |                            | 16.51    | Soap for Dishwasher  |
| Total Home Depot Credit Services |  |                             |                            | 46.26    |  |
| 33165                            | 09/04/2024                                 | 09/10/2024 4131             | Humane Society - Tacoma    | 781.36   | September 2024 Boarding Contract                           |
|                                  | 554 30 41 00 Animal Control                | 001 000 554 General Fund    |                            | 781.36   | September 2024 Boarding Contract                           |
| 33162                            | 09/04/2024                                 | 09/10/2024 10264            | Larson, Shari              | 1,330.70 | Gentle Yoga & Chair Yoga Classes<br>(08/01/24-08/31/24)    |
|                                  | 571 10 49 04 Instructor Fees               | 001 000 571 General Fund    |                            | 1,330.70 | Gentle Yoga & Chair Yoga Classes<br>(08/01/24-08/31/24)    |
| 33171                            | 09/05/2024                                 | 09/10/2024 3776             | Lemay Mobile Shredding     | 108.00   | Shredding 08/2024 - CH & Court                             |
|                                  | 512 51 49 00 Miscellaneous - Court         | 001 000 512 General Fund    |                            | 54.00    | Shredding 08/2024 - Court                                  |
|                                  | 514 23 49 00 Miscellaneous - Finance       | 001 000 514 General Fund    |                            | 54.00    | Shredding 08/2024 - CH                                     |
| 33173                            | 09/05/2024                                 | 09/10/2024 3776             | Lemay Mobile Shredding     | 48.00    | Shredding 08/2024 - PW                                     |
|                                  | 531 50 49 00 Miscellaneous - Storm         | 415 000 531 Storm Drain     |                            | 16.00    | Shredding 08/2024 - PW                                     |
|                                  | 534 10 49 00 Miscellaneous - Water Admi    | 425 000 534 Water Fund (dep |                            | 16.00    | Shredding 08/2024 - PW                                     |
|                                  | 535 10 49 00 Miscellaneous - Sewer Admi    | 430 000 535 Sewer Fund (dep |                            | 16.00    | Shredding 08/2024 - PW                                     |
| Total Lemay Mobile Shredding     |  |                             |                            | 156.00   |  |
| 33167                            | 09/04/2024                                 | 09/10/2024 10459            | Locke Systems Inc.         | 4,954.50 | IT Managed Services - September 2024 (for August Services) |
|                                  | 518 81 41 01 Prof Svcs - I/S               | 001 000 518 General Fund    |                            | 4,954.50 | IT Managed Services - September 2024 (for August Services) |
| 33154                            | 08/30/2024                                 | 09/10/2024 2123             | Londgren, Elizabeth        | 78.00    | Library Reimbursement - 1 Year                             |
|                                  | 572 21 49 00 Library Services              | 001 000 572 General Fund    |                            | 78.00    | Library Reimbursement - 1 Year                             |
| 33121                            | 08/29/2024                                 | 09/10/2024 8779             | Michaud, Kyle              | 260.00   | 02-01300.1 - 118 CONTRA COSTA AVE                          |
|                                  | 343 10 00 00 Storm Drain Revenues          | 415 000 340 Storm Drain     |                            | -57.01   |  |
|                                  | 343 40 00 00 Sale Of Water                 | 425 000 340 Water Fund (dep |                            | -65.16   |  |

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|                | 343 50 00 00 Sewer Revenues                |                  | 430 000 340 Sewer Fund (dep     | -137.83  |   |
| 33129          | 08/29/2024                                 | 09/10/2024 3878  | National Barricade Co LLC       | 122.21   | Barricades - NNO  |
|                | 521 22 49 05 Reimbursable Programs         |                  | 001 000 521 General Fund        | 122.21   | Barricades - NNO  |
| 33120          | 08/29/2024                                 | 09/10/2024 5157  | Nelson, J. Douglas              | 484.93   | 06-01330.0 - 1155 FORDHAM CT                            |
|                | 343 10 00 00 Storm Drain Revenues          |                  | 415 000 340 Storm Drain         | -111.96  |   |
|                | 343 40 00 00 Sale Of Water                 |                  | 425 000 340 Water Fund (dep     | -127.68  |   |
|                | 343 50 00 00 Sewer Revenues                |                  | 430 000 340 Sewer Fund (dep     | -245.29  |   |
| 33137          | 08/29/2024                                 | 09/10/2024 10549 | Newman, Angelina                | 78.00    | Library Reimbursement - 1 Year                          |
|                | 572 21 49 00 Library Services              |                  | 001 000 572 General Fund        | 78.00    | Library Reimbursement - 1 Year                          |
| 33131          | 08/29/2024                                 | 09/10/2024 10508 | Odell, Russell M.               | 75.00    | Pro Temp Judge - 8/29/2024 (1 hour)                     |
|                | 512 52 41 02 Prof Svcs - Pro Temp Judges   |                  | 001 000 512 General Fund        | 75.00    | Pro Temp Judge - 8/29/2024 (1 hour)                     |
| 33126          | 08/29/2024                                 | 09/10/2024 3923  | Orca Pacific Inc                | 2,021.27 | Hypochlorite Solution (330 Gal); Muriatic Acid (30 Gal) |
|                | 576 20 31 01 Oper Supplies - Pool Chemi    |                  | 001 000 576 General Fund        | 2,021.27 | Hypochlorite Solution (330 Gal); Muriatic Acid (30 Gal) |
| 33128          | 08/29/2024                                 | 09/10/2024 8993  | Pacific Office Automation - A/R | 549.59   | Copier Lease - 07/01/24-08/01/24                        |
|                | 512 51 45 00 Oper Rentals - Copier - Cour  |                  | 001 000 512 General Fund        | 9.58     | Court 07/01/24-08/01/24                                 |
|                | 518 10 45 00 Oper Rentals - Copier - Non   |                  | 001 000 518 General Fund        | 18.66    | City Hall 07/01/24-08/01/24                             |
|                | 531 50 45 00 Oper Rentals - Copier - Stori |                  | 415 000 531 Storm Drain         | 2.93     | Storm 07/01/24-08/01/24                                 |
|                | 534 10 45 02 Oper Rentals - Copier - Wate  |                  | 425 000 534 Water Fund (dep     | 2.93     | Water 07/01/24-08/01/24                                 |
|                | 535 10 45 00 Oper Rentals - Copier - Sewe  |                  | 430 000 535 Sewer Fund (dep     | 2.92     | Sewer 07/01/24-08/01/24                                 |
|                | 542 30 45 00 Oper Rentals - Copier - Stree |                  | 101 000 542 City Street Fund    | 2.92     | Street 07/01/24-08/01/24                                |
|                | 571 10 45 01 Oper Rentals - Copier - Rec   |                  | 001 000 571 General Fund        | 9.42     | Rec 07/01/24-08/01/24                                   |
|                | 576 80 45 00 Oper Rentals - Copier - Park  |                  | 001 000 576 General Fund        | 1.05     | Parks 07/01/24-08/01/24                                 |
|                | 591 12 70 00 Lease Payments - Court        |                  | 001 000 591 General Fund        | 94.84    | Court 07/01/24-08/01/24                                 |
|                | 591 18 70 10 Lease Payments - Non-Dept     |                  | 001 000 591 General Fund        | 184.78   | City Hall 07/01/24-08/01/24                             |
|                | 591 31 70 00 Lease Payments - Storm        |                  | 415 000 591 Storm Drain         | 28.99    | Storm 07/01/24-08/01/24                                 |
|                | 591 34 70 00 Lease Payments - Water Adr    |                  | 425 000 591 Water Fund (dep     | 28.99    | Water 07/01/24-08/01/24                                 |
|                | 591 35 70 00 Lease Payments - Sewer        |                  | 430 000 591 Sewer Fund (dep     | 28.99    | Sewer 07/01/24-08/01/24                                 |
|                | 591 71 70 00 Lease Payments - Recreation   |                  | 001 000 591 General Fund        | 93.23    | Rec 07/01/24-08/01/24                                   |
|                | 591 76 70 80 Lease Payments - Parks        |                  | 001 000 591 General Fund        | 10.36    | Parks 07/01/24-08/01/24                                 |
|                | 591 95 70 00 Lease Payments - Street       |                  | 101 000 591 City Street Fund    | 29.00    | Street 07/01/24-08/01/24                                |
| 33138          | 08/29/2024                                 | 09/10/2024 8993  | Pacific Office Automation - A/R | 569.75   | Copier Usage - 07/01/24-08/01/24                        |

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| 512 51 45 00                          | Oper Rentals - Copier - Cour   | 001 000 512 | General Fund     | 24.42                           | Court 07/01/24-08/01/24   |
| 518 10 45 00                          | Oper Rentals - Copier - Non    | 001 000 518 | General Fund     | 462.48                          | City Hall 07/01/24-08/01/24   |
| 531 50 45 00                          | Oper Rentals - Copier - Stori  | 415 000 531 | Storm Drain      | 6.13                            | Storm 07/01/24-08/01/24   |
| 534 10 45 02                          | Oper Rentals - Copier - Wate   | 425 000 534 | Water Fund (dep  | 6.13                            | Water 07/01/24-08/01/24   |
| 535 10 45 00                          | Oper Rentals - Copier - Sewe   | 430 000 535 | Sewer Fund (dep  | 6.13                            | Sewer 07/01/24-08/01/24   |
| 542 30 45 00                          | Oper Rentals - Copier - Stree  | 101 000 542 | City Street Fund | 6.14                            | Street 07/01/24-08/01/24  |
| 571 10 45 01                          | Oper Rentals - Copier - Rec    | 001 000 571 | General Fund     | 52.48                           | Rec 07/01/24-08/01/24   |
| 576 80 45 00                          | Oper Rentals - Copier - Park   | 001 000 576 | General Fund     | 5.84                            | Parks 07/01/24-08/01/24   |
| Total Pacific Office Automation - A/R |                                |             |                  | 1,119.34                        |   |
| 33174                                 | 09/05/2024                     | 09/10/2024  | 3955             | Petrocard Systems Inc           | 476.50 Gas/Fuel - 08/2024   |
| 548 65 31 12                          | Gas - Street                   | 501 000 548 | Equipment Rent:  | 31.35                           | Street - 08/2024  |
| 548 65 31 13                          | Gas - Storm                    | 501 000 548 | Equipment Rent:  | 257.02                          | Storm - 08/2024   |
| 548 65 31 14                          | Gas - Water/Sewer              | 501 000 548 | Equipment Rent:  | 188.13                          | W/S - 08/2024   |
| 33134                                 | 08/29/2024                     | 09/10/2024  | 7315             | Pizzano, Christine              | 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  |
| 33156                                 | 08/30/2024                     | 09/10/2024  | 3986             | Puget Sound Energy, BOT-01H     | 3,209.20 Natural Gas - Pool/Bathhouse - August 2024                         |
| 576 20 47 00                          | Public Utility Services - Pool | 001 000 576 | General Fund     | 3,209.20                        | Natural Gas - Pool/Bathhouse - August 2024                                  |
| 33163                                 | 09/04/2024                     | 09/10/2024  | 10398            | Rubke, Patricia                 | 231.00 Barre Classes (Beginning Barre, Barre HIIT, Barre) 08/01/24-08/31/24 |
| 571 10 49 04                          | Instructor Fees                | 001 000 571 | General Fund     | 231.00                          | Barre Classes (Beginning Barre, Barre HIIT, Barre) 08/01/24-08/31/24        |
| 33160                                 | 08/30/2024                     | 09/10/2024  | 4707             | Springbrook Holding Company LLC | 770.00 Timesheet Program Implementation - Final Bill                        |
| 514 23 41 00                          | Prof Svcs - Finance            | 001 000 514 | General Fund     | 770.00                          | Timesheet Program Implementation - Final Bill                               |
| 33133                                 | 08/29/2024                     | 09/10/2024  | 4084             | Staples Business Advantage      | 39.22 Office Supplies - Central & Police                                    |
| 518 10 34 01                          | Office Supplies - Central      | 001 000 518 | General Fund     | 10.96                           | Central Supplies - Post-it Notes  |
| 521 22 31 00                          | Office & Oper Sup - Police     | 001 000 521 | General Fund     | 13.17                           | Police Supplies - File Hangers  |
| 521 22 35 00                          | Small Tools & Equip - Police   | 001 000 521 | General Fund     | 15.09                           | Police Supplies - Tote  |
| 33158                                 | 08/30/2024                     | 09/10/2024  | 4087             | Star Rentals                    | 491.35 ManLift for Rod Run  |
| 573 90 49 01                          | Community Events               | 001 000 573 | General Fund     | 491.35                          | ManLift for Rod Run   |

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| 33136                            | 08/29/2024   | 09/10/2024                  | 4097        | Streun, Gregor             | 78.00 Library Reimbursement - 1 Year   |
|                                  | 572 21 49 00 | Library Services            | 001 000 572 | General Fund               | 78.00 Library Reimbursement - 1 Year   |
| 33125                            | 08/29/2024   | 09/10/2024                  | 9888        | T-Mobile (Cell Phone Bill) | 1,160.50 City Cell Phones & Air Cards - 08/2024  |
|                                  | 518 30 42 00 | Communication - Fac/Equip   | 001 000 518 | General Fund               | 90.72 Maint. Lead, 2 Workers 08/2024   |
|                                  | 521 22 42 00 | Communication - Police      | 001 000 521 | General Fund               | 614.36 Police Officers, Chief and Air Cards 08/2024                                    |
|                                  | 524 20 42 00 | Communication- Building     | 001 000 524 | General Fund               | 15.12 Community Development Dir. 08/2024   |
|                                  | 531 50 42 00 | Communication - Storm       | 415 000 531 | Storm Drain                | 75.83 Public Works Crew, Director, PW Office Coord. 08/2024                            |
|                                  | 534 10 42 00 | Communication - Water Adr   | 425 000 534 | Water Fund (dep            | 106.98 Public Works Crew, Director, PW Office Coord., PW Water Meter Collector 08/2024 |
|                                  | 535 10 42 01 | Communication - Sewer Adr   | 430 000 535 | Sewer Fund (dep            | 75.83 Public Works Crew, Director, PW Office Coord. 08/2024                            |
|                                  | 542 30 42 00 | Communication - Street Reg  | 101 000 542 | City Street Fund           | 75.83 Public Works Crew, Director, PW Office Coord. 08/2024                            |
|                                  | 558 60 42 00 | Communication - Planning    | 001 000 558 | General Fund               | 15.12 Community Development Dir. 08/2024   |
|                                  | 576 80 42 00 | Communication - Parks       | 001 000 576 | General Fund               | 90.71 P/R Director, Events, Maint. Worker 08/2024                                      |
| 33132                            | 08/29/2024   | 09/10/2024                  | 9888        | T-Mobile (Cell Phone Bill) | 29.95 Court, PW & City Hall Fax Lines (7/21/24-8/20/24)                                |
|                                  | 512 51 42 00 | Communication - Court       | 001 000 512 | General Fund               | 9.98 Court Fax Line (7/21/24-8/20/24   |
|                                  | 518 10 42 00 | Communication - Non Dept    | 001 000 518 | General Fund               | 9.99 City Hall Fax Line (7/21/2024-8/20/24)  |
|                                  | 531 50 42 00 | Communication - Storm       | 415 000 531 | Storm Drain                | 2.50 PW Fax Line (7/21/24-8/20/24)   |
|                                  | 534 10 42 00 | Communication - Water Adr   | 425 000 534 | Water Fund (dep            | 2.50 PW Fax Line (7/21/24-8/20/24)   |
|                                  | 535 10 42 01 | Communication - Sewer Adr   | 430 000 535 | Sewer Fund (dep            | 2.49 PW Fax Line (7/21/24-8/20/24)   |
|                                  | 542 30 42 00 | Communication - Street Reg  | 101 000 542 | City Street Fund           | 2.49 PW Fax Line (7/21/24-8/20/24)   |
| Total T-Mobile (Cell Phone Bill) |              |                             |             | 1,190.45                   |  |
| 33110                            | 08/27/2024   | 09/10/2024                  | 4133        | Tacoma Rubber Stamp        | 21.23 Nameplate - A Schonger - Planning Commissioner                                   |
|                                  | 558 60 31 00 | Office & Oper Sup - Plannin | 001 000 558 | General Fund               | 21.23 Nameplate - A Schonger - Planning Commissioner                                   |
| 33185                            | 09/05/2024   | 09/10/2024                  | 4322        | Tacoma, City of - POWER    | 2,913.33 Power - Various Locations - 08/2024   |
|                                  | 534 80 47 01 | Utility Services/Pumping    | 425 000 534 | Water Fund (dep            | 2,415.37 PW, Well #6, 7 & 8, Weathervane Booster - 08/2024                             |
|                                  | 535 80 47 01 | Utility Services/Pumping    | 430 000 535 | Sewer Fund (dep            | 466.44 Pumps/LS Power - 08/2024  |
|                                  | 542 30 47 03 | Electricity/Traffic Lights  | 101 000 542 | City Street Fund           | 20.56 Traffic Control - 08/2024  |
|                                  | 542 63 47 00 | Electricity/Street Lights   | 101 000 542 | City Street Fund           | 10.96 Street Lights - 08/2024  |
| 33172                            | 09/05/2024   | 09/10/2024                  | 4139        | Tapco Visa Card            | 6.61 Tapco Charges thru 08/08/24   |
|                                  | 518 81 49 01 | Software Licenses           | 001 000 518 | General Fund               | 6.61 Licenses for MDM Apple Mgmt (Mobile Device Mgr)                                   |

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| Accts<br>Pay # | Received     | Date Due                     | Vendor                                      | Amount   | Memo  |
|----------------|--------------|------------------------------|---|----------|---|
| 33170          | 09/05/2024   | 09/10/2024                   | 4156 Tronson, Lindsay                       | 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  |
| 33122          | 08/29/2024   | 09/10/2024                   | 5934 US Bank, City Hall Account             | 1,181.86 | P-Card Charges thru 08/20/24  |
|                | 511 60 49 00 | Miscellaneous - Legisl       | 001 000 511 General Fund                    | 33.57    | Utility Service Person II J. Marzano Framed Proclamation                          |
|                | 512 51 35 00 | Small Tools & Equip - Court  | 001 000 512 General Fund                    | 75.02    | Office Supplies - Desk Mat (2), Monitor Mat, Keyboard and Wrist Cushion, Mousepad |
|                | 513 10 49 01 | Reg & Tuition - Admin        | 001 000 513 General Fund                    | 120.00   | HR & Record Training for Municipal Clerks - A Burkart                             |
|                | 513 10 49 02 | Dues/Member/Subscriptions    | 001 000 513 General Fund                    | 158.54   | Grammarly Annual Subscription - D Masko   |
|                | 517 90 31 01 | Oper Supplies - Wellness Pro | 001 000 517 General Fund                    | 327.76   | Employee Summer BBQ Supplies - Wellness Program                                   |
|                | 518 10 42 01 | Postage - Non Dept           | 001 000 518 General Fund                    | 382.76   | Postage - Passports   |
|                | 521 10 49 01 | Meals - Other Than Travel/Ti | 001 000 521 General Fund                    | 69.26    | 08/20/24 Civil Service Oral Board Meal  |
|                | 558 60 31 00 | Office & Oper Sup - Plannin  | 001 000 558 General Fund                    | 14.95    | Certified Mail Postage for Planning and Street Meter Parking                      |
| 33124          | 08/29/2024   | 09/10/2024                   | 8483 US Bank, Public Works Dept Account     | 1,686.72 | P-Card Charges thru 08/26/24  |
|                | 531 50 35 00 | Small Tools & Equip - Storm  | 415 000 531 Storm Drain                     | 241.12   | Metal Locator   |
|                | 534 80 35 00 | Small Tools & Equip - Water  | 425 000 534 Water Fund (de                  | 241.12   | Metal Locator   |
|                | 535 80 35 00 | Small Tools & Equip - Sewer  | 430 000 535 Sewer Fund (de                  | 241.12   | Metal Locator   |
|                | 542 30 35 00 | Small Tools & Equip - Street | 101 000 542 City Street Fund                | 241.12   | Metal Locator   |
|                | 576 80 35 00 | Small Tools & Equip - Parks  | 001 000 576 General Fund                    | 241.12   | Metal Locator   |
|                | 594 34 63 01 | Other Improvements - Wate    | 426 000 594 Water Improver                  | 481.12   | Gaskets for New Water Meters  |
| 33169          | 09/04/2024   | 09/10/2024                   | 8484 US Bank, Recreation Dept Account       | 757.82   | P-Card Charges thru 08/23/24  |
|                | 571 10 31 02 | Senior Program Supplies      | 001 000 571 General Fund                    | 213.38   | Senior Morning Supplies   |
|                | 571 10 41 00 | Senior Trips                 | 001 000 571 General Fund                    | 486.00   | Senior Trip - Titanic The Exhibition  |
|                | 573 90 49 01 | Community Events             | 001 000 573 General Fund                    | 58.44    | Concert in the Park Supplies  |
| 33164          | 09/04/2024   | 09/10/2024                   | 4179 Unum Life Insurance Company of America | 56.90    | Retired Benefits - September 2024   |
|                | 521 22 20 02 | LEOFF I Long Term Care Prei  | 001 000 521 General Fund                    | 56.90    | Retired Benefits - September 2024   |
| 33186          | 09/05/2024   | 09/10/2024                   | 3645 WEX BANK, Wright Express FSC           | 4,033.19 | Gas/Fuel - August 2024  |
|                | 548 65 31 05 | Gas - Non Dept               | 501 000 548 Equipment Rent                  | 47.75    | Non-Dept 08/2024  |
|                | 548 65 31 06 | Gas - Facilities             | 501 000 548 Equipment Rent                  | 83.80    | F&E 08/2024   |
|                | 548 65 31 08 | Gas - Police                 | 501 000 548 Equipment Rent                  | 2,294.13 | Police 08/2024  |
|                | 548 65 31 11 | Gas - Parks/Rec              | 501 000 548 Equipment Rent                  | 117.09   | Parks 08/2024   |
|                | 548 65 31 12 | Gas - Street                 | 501 000 548 Equipment Rent                  | 1,114.42 | Street 08/2024  |



# ACCOUNTS PAYABLE

City Of Fircrest

Time: 09:34:55 Date: 09/06/2024

As Of: 09/10/2024

Page: 7

| Accts Pay #               | Received                      | Date Due                  | Vendor           | Amount   | Memo  |
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| 548 65 31 14              | Gas - Water/Sewer             | 501 000 548               | Equipment Rent   | 376.00   | W/S 08/2024                                     |
| 33175 09/05/2024          | 09/10/2024 10873              | WMS Aquatics Inc          |                  | 205.25   | Gasket for Pool Strainers                       |
| 576 20 31 04              | Repair Supplies - Pool        | 001 000 576               | General Fund     | 205.25   | Gasket for Pool Strainers                       |
| 33176 09/05/2024          | 09/10/2024 4231               | Water Mgmt Labs Inc       |                  | 726.00   | Well #9 Herbicide & Pesticide Testing           |
| 534 80 41 00              | Water Testing                 | 425 000 534               | Water Fund (de   | 726.00   | Well #9 Herbicide & Pesticide Testing           |
| 33177 09/05/2024          | 09/10/2024 4231               | Water Mgmt Labs Inc       |                  | 30.00    | Purity Test for New Water Meter on Orchard St.  |
| 534 80 41 00              | Water Testing                 | 425 000 534               | Water Fund (de   | 30.00    | Purity Test for New Water Meter on Orchard St.  |
| Total Water Mgmt Labs Inc |                               |                           |                  | 756.00   |   |
| 33178 09/05/2024          | 09/10/2024 4246               | Whistle Workwear          |                  | 228.31   | Work Boots - S Marez                            |
| 531 50 20 01              | Contract Benefits - Storm     | 415 000 531               | Storm Drain      | 57.08    | Work Boots - S Marez                            |
| 534 10 20 01              | Contract Benefits - Wtr Adm   | 425 000 534               | Water Fund (de   | 57.08    | Work Boots - S Marez                            |
| 535 10 20 01              | Contract Benefits - Sewer Ac  | 430 000 535               | Sewer Fund (de   | 57.08    | Work Boots - S Marez                            |
| 542 30 20 01              | Contract Benefits - Street Re | 101 000 542               | City Street Fund | 57.07    | Work Boots - S Marez                            |
| 33157 08/30/2024          | 09/10/2024 4256               | Winning Seasons           |                  | 164.05   | Adult Basketball Champion Shirts (10)           |
| 571 10 31 05              | Program Supplies - Adults     | 001 000 571               | General Fund     | 164.05   | Adult Basketball Champion Shirts (10)           |
| 33168 09/04/2024          | 09/10/2024 10035              | Zoom Video Communications |                  | 1,439.02 | Monthly Phone Rental - 08/31/24-09/29/24        |
| 513 10 42 00              | Communication - Admin         | 001 000 513               | General Fund     | 84.04    | Meeting Webinar & Recording - 08/31/24-09/29/24 |
| 518 10 42 00              | Communication - Non Dept      | 001 000 518               | General Fund     | 1,022.53 | Monthly Phone Service - 08/31/24-09/29/24       |
| 591 18 70 10              | Lease Payments - Non-Dept     | 001 000 591               | General Fund     | 332.45   | Monthly Phone Rental - 08/31/24-09/29/24        |

Report Total: 35,302.04

## Fund

|                             |           |
|-----------------------------|-----------|
| 001 General Fund            | 22,677.17 |
| 101 City Street Fund        | 446.09    |
| 415 Storm Drain             | 622.68    |
| 425 Water Fund (department) | 5,239.62  |
| 426 Water Improvement Fund  | 481.12    |
| 430 Sewer Fund (department) | 1,325.67  |
| 501 Equipment Rental Fund   | 4,509.69  |

ACCOUNTS PAYABLE

City Of Fircrest

As Of: 09/10/2024

Time: 09:34:55 Date: 09/06/2024  
Page: 8

| Accts |          |          |        |        |      |  |
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| Pay # | Received | Date Due | Vendor | Amount | Memo |  |

This report has been reviewed by:

REMARKS:

Signature & Title

Date

**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, Brett L. Wittner, Karen Mauer-Smith, Nikki Bufford, and Jim Andrews were present. Councilmember Hunter T. George Smith was absent and excused.

**AGENDA MODIFICATIONS**

There were none.

**HANOVER GROUP PROJECT OVERVIEW**

Community Development Director Newman introduced Hanover Company representatives Zach Anderson, Scott Youdall, and Rick Stenson to the Council. City Manager Masko stated that this meeting was not a joint study session, and planning commissioners were invited to attend as community members. The Hanover Company representatives presented information on the company's background, the Mildred Street property preliminary site plan, commercial retail space, architectural renderings, and Form-Based Code (FBC) amendments request. Council discussions included Mildred Street traffic credits, the site plan's street grid, FBC building heights, retail space placement and tenant amenities, Mildred Street parking, traffic impacts, and the City's population growth targets under the Growth Management Act.

**VEHICLE PURSUIT POLICY DISCUSSION**

Police Chief Schaub reported on the City's vehicle pursuit policy and the impacts of legislative changes on police pursuits. Council discussions included the negative effects of police pursuits, acceptable reasons for pursuits, and officer safety.

**SIGN CODE DISCUSSION**

City Manager Masko provided a brief overview of the City's sign code, stated the possible need for sign code amendments to address discrepancies, and requested Council direction on the intent for the sign code. Substitute City Attorney Joanna Eide provided an overview of the City's temporary sign code and its interpretation and explained non-commercial speech. Council discussions included adjacent property owner permission for signs on shared right-of-way strips, frontage restrictions, interpretation of the sign code for residential properties, definition of property frontage, size of signs, appearance of selective code enforcement, enforcement of right-of-way concerns and issues.

**Councilmember Viafore MOVED to extend the study session to 8:15 P.M.; Councilmember Bufford seconded.**

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

Further council discussions included clarification of definitions, public safety and hoarding laws. There was a brief discussion on the application of an ordinance and resolution to clarify the intent of the sign code. There was a Council consensus to bring forth an ordinance to clarify language on temporary residential sign code. There was a brief discussion on current code enforcement cases.

**ADJOURNMENT**

**Councilmember Viafore MOVED to adjourn the meeting at 8:13 P.M., seconded by Councilmember Wittner.**

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

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Shannon Reynolds, Mayor

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Arlette Burkhardt, City Clerk

## FIRCREST CITY COUNCIL AGENDA SUMMARY

**NEW BUSINESS:** Ordinance Amending Fircrest Municipal Code 22.26.021 Relating to Temporary Signs.

**ITEM:** 13A

**DATE:** September 10, 2024

**FROM:** Joanna Eide, City Attorney

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**RECOMMENDED MOTION:** I move to adopt Ordinance No. \_\_\_\_, amending Fircrest Municipal Code 22.26.021 relating to temporary signs.

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**PROPOSAL:** The Council requested staff prepare an Ordinance amending Fircrest Municipal Code (FMC) 22.26.021 to address regulations for freestanding temporary signs in residential areas of the City. The proposed amendments remove the spacing restrictions, clarify the size of freestanding temporary signs, and provide clarity to the removal of temporary signs that create a public safety concern or constitute a public nuisance.

**BACKGROUND:** The City of Fircrest last updated its sign code in 2017 following the United States Supreme Court decision *Reed v. Town of Gilbert*, 575 U.S. 155 (2015). The ruling deemed content-based sign regulations unconstitutional, as they violated the First Amendment by treating signs differently based on their messages. The City's current sign code complies with Federal and State requirements.

Recently, changes in the interpretation of temporary sign code provisions, outlined in FMC 22.26.021, prompted a discussion at the August 19, 2024, City Council Study Session. The Council considered potential modifications to offer greater flexibility to residents and to better match the intent of the Council. Although staff intends to complete a sign code update in 2025, amending the language regarding temporary signage will allow the Council to clarify its interpretation of the code and remove restrictions in this subject area.

**FISCAL IMPACT:** If code compliance concerns increase, it could impact staff resources, but any impact is indeterminate at this time.

**ADVANTAGES:** Amendments to FMC 22.26.021 provide greater flexibility for residents for temporary signs on their private property.

**DISADVANTAGES:** Removing the restrictions on the spacing of temporary signs on residential property could create visual clutter or present public safety concerns. This change could also result in an increased number of concerns from the public, which may impact staff workload.

**ALTERNATIVES:** Do not amend FMC 22.26.021 at this time and wait to address temporary signs as part of a comprehensive overview of the sign code in 2025.

**ATTACHMENTS:** [Ordinance](#)

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

**AN ORDINANCE OF THE CITY OF FIRCREST, WASHINGTON,  
AMENDING FIRCREST MUNICIPAL CODE (FMC) 22.26.021  
RELATED TO TEMPORARY SIGNS; PROVIDING FOR  
SEVERABILITY; AUTHORIZING CORRECTIONS; AND  
ESTABLISHING AN EFFECTIVE DATE**

**WHEREAS**, the City of Fircrest promotes the public health, safety, and welfare through a comprehensive system of reasonable, effective, consistent, content-neutral, and nondiscriminatory sign standards and requirements to protect and enhance the city's historic and residential character and its economic base through the provision of appropriate and aesthetic signage, minimize the distracting effect of signs on drivers to improve traffic and enhance pedestrian and cyclist safety, and achieve the additional intent and purpose as provided in FMC [22.26.001](#).

**WHEREAS**, based on input from members of the community, the municipal code regarding temporary signs on residential property was unclear and overly restrictive; and

**WHEREAS**, City Council intends to clarify provisions relating to and lift restrictions on freestanding temporary signs on residential property and provide additional detail on removal and enforcement measures for residential freestanding temporary signs to ensure proper and clear enforcement of those signs that may become a threat to public safety or create a nuisance; and

**WHEREAS**, the Council is choosing to engage in these limited changes at this time to provide additional flexibility for its residents and will consider additional changes to the sign code in the future to ensure the overall code is up-to-date, clear, and reflects the needs and values of the Fircrest City community.

**THE CITY COUNCIL OF THE CITY OF FIRCREST DO ORDAIN AS  
FOLLOWS:**

**Section 1. FMC 22.26.021, Amended.** Section 21 of Ordinance No. 1598 and FMC [22.26.021](#), "Temporary signs," are hereby amended to read as follows:

**22.26.021 Temporary signs.**

(a) No Permit Required. No sign permit is required for temporary signs.

(b) Removal. Temporary signs shall be removed if the sign is in need of repair, is worn, dilapidated, or creates a public nuisance, or if the number, placement, or size of temporary signs violates the provisions of this section, creates a public safety concern, or constitutes a public nuisance. Signs installed for periods exceeding 180 days shall be modified to meet the applicable standards for permanent (non-temporary) signs or be removed.

(c) Materials. Temporary signs must be made of nondurable materials including, but not limited to, paper, corrugated board, flexible, bendable, or foldable plastics, foam core

board, vinyl canvas or vinyl mesh products of less than 20-ounce fabric, vinyl canvas and vinyl mesh products without polymeric plasticizers, and signs painted or drawn with ~~water-water~~-soluble paints or chinks. Signs made of any other materials shall be considered permanent and are subject to the permanent sign regulations of this chapter.

(d) Location.

(1) City Property (Excluding City Right-of-Way). Temporary signs on ~~city~~City-owned property, excluding ~~city~~City right-of-way, are allowed only in conjunction with an approved special event permit.

(2) City Right-of-Way Outside of the Roadway. Temporary signs on ~~city~~City right-of-way placed outside of the roadway must comply with the following requirements:

(A) Placement. Allowed only between the property line and the back of the nearest curb, or where no curb exists, between the property line and the nearest edge of the pavement. Signs may not be placed on traffic islands, or on sidewalks, driveways, or other paved areas designed for pedestrian or vehicular use, or as conditioned in a right-of-way use permit.

(B) Approval of Abutting Owner. Approval of the abutting owner is required.

(C) Type. Signs on stakes that can be manually pushed or hammered into the ground are allowed. All other signs are prohibited, unless specifically allowed by a right-of-way use permit.

(D) Area and Height. Maximum four square feet in area and three feet in height.

(E) Dilapidated or Nuisance Signs. Any temporary sign in the right-of-way that is dilapidated or a nuisance shall be removed by the person responsible for placement of the sign.

(F) Other Signs. The ~~city~~City may allow other signs in ~~the city~~the City right-of-way with a right-of-way use permit.

(3) Residential. Temporary signs may be placed in Group 2 (residential) in accordance with the requirements of this section and the following:

(A) Window Signs. Maximum one temporary window sign per residential unit, not to exceed four square feet in area.

(B) Freestanding Signs (Includes Pole-Mounted, Stake-Mounted and Portable Signs). ~~Each temporary sign shall not be more than~~Maximum six square feet in area and four feet in height. ~~Spacing shall be no closer than 100 feet apart on a property frontage.~~

(C) Surface-Mounted Signs. Maximum one surface-mounted sign, not to exceed two square feet in area. ~~Signs M~~must be flatly affixed to walls below the fascia or parapet line, or flatly affixed to on-site fences either facing or abutting the street, or facing inward to the subject site. Signs shall not be attached or tethered to other site improvements.

1 (4) Nonresidential. Temporary signs may be placed in Group 1  
2 (nonresidential/noncommercial) and Group 3 (commercial) in accordance with the  
3 requirements of this section and the following:

4 (A) Window Signs. Maximum four square feet or 10 percent of the area of the  
5 window in which they are placed, whichever is greater.

6 (B) Freestanding Signs (Including Pole-Mounted, Stake-Mounted and Portable  
7 Signs). Maximum eight square feet in area and four feet in height. Spacing shall be no  
8 closer than 100 feet apart on a property frontage.

9 (C) Surface-Mounted Signs. Maximum 32 square feet in area. Must be flatly  
10 affixed to walls below the fascia or parapet line, or flatly affixed to on-site fences either  
11 facing or abutting the street, or facing inward to the subject site. Signs shall not be  
12 attached or tethered to other site improvements.

13 **Section 2. Severability:** If any section, sentence, clause, or phrase of this ordinance  
14 should be held invalid or unconstitutional by a court of competent jurisdiction, such  
15 invalidity or unconstitutionality shall not affect the validity or constitutionality of any  
16 other section, sentence, clause, or phrase of this sentence.

17 **Section 3. Corrections.** The City Clerk and codifiers of the ordinance are authorized  
18 to make necessary corrections to this ordinance, including, but not limited to, the  
19 correction of scrivener/clerical errors, references, ordinance numbering,  
20 section/subsection numbers, and any references thereto.

21 **Section 4. Publication and Effective Date:** A summary of this ordinance consisting of  
22 its title shall be published in the official newspaper of the city. This ordinance shall be  
23 effective five (5) days after such publication.

24 **PASSED BY THE CITY COUNCIL OF THE CITY OF FIRCREST,**  
25 **WASHINGTON,** at a regular meeting thereof this 10th day of September 2024.

26 **APPROVED:**

27 \_\_\_\_\_  
28 Shannon Reynolds, Mayor

29 **ATTEST:**

30 \_\_\_\_\_  
31 Arlette Burkhart, City Clerk



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**APPROVED AS TO FORM:**

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

**DATE OF PUBLICATIONS:  
EFFECTIVE DATE:**

## **FIRCREST CITY COUNCIL AGENDA SUMMARY**

**NEW BUSINESS:** Ordinance Amending Fircrest Municipal Code 2.60.010 and 2.60.020 to Update RCW Citations.

**ITEM:** 13B

**DATE:** September 10, 2024

**FROM:** Dawn Masko, City Manager

---

**RECOMMENDED MOTION:** I move to adopt Ordinance No. \_\_\_\_\_, amending Fircrest Municipal Code 2.60.010 and 2.60.020 to update RCW citations and make other necessary housekeeping updates.

---

**PROPOSAL:** The Council is being asked to amend sections of Fircrest Municipal Code (FMC) [Chapter 2.60](#) concerning public records indexes and records requests to update RCW citations and make housekeeping updates to ensure proper functionality between the FMC and Washington State Public Records Act, [Chapter 42.56](#) RCW.

**FISCAL IMPACT:** None.

**ADVANTAGES:** FMC [Chapter 2.60](#) will include the correct [Chapter 42.56](#) RCW citations.

**DISADVANTAGES:** None.

**ALTERNATIVES:** None.

**BACKGROUND:** The City Council adopted Ordinance 1344 on April 27, 2004, creating [Chapter 2.60](#) of the Fircrest Municipal Code concerning public records indexes and records requests under the Public Disclosure Act. At the time of adoption, Chapter 42.17 RCW contained the proper references regarding the provisions contained in [Chapter 2.60](#) FMC. Those citations have since been recodified into [Chapter 42.56](#) RCW, necessitating the amendment to the FMC.

**ATTACHMENTS:** [Ordinance](#)

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

**AN ORDINANCE OF THE CITY OF FIRCREST, WASHINGTON,  
AMENDING FIRCREST MUNICIPAL CODE 2.60.010 AND 2.60.020 TO  
UPDATE RCW CITATIONS.**

**WHEREAS**, the City of Fircrest adopted Ordinance No. 1344 on April 27, 2004, creating [Chapter 2.60](#) of the Fircrest Municipal Code (FMC); and

**WHEREAS**, in March of 2005, the Washington State Legislature adopted [HB 1133-S](#), effective on July 1, 2006, which recodified certain RCW citations as referenced in [FMC Chapter 2.60](#); and

**WHEREAS**, the City now wishes to update [FMC 2.60.010](#) and [FMC 2.60.020](#) to properly reflect the RCW citations as recodified by [HB 1133-S](#); and

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

**Section 1.** Amending FMC 2.60.010. [FMC 2.60.010](#) is hereby amended as follows:

[FMC 2.60.010](#) Findings.

- (a) ~~RCW 42.17.260~~ ~~RCW 42.56.070(1)~~ requires all cities and public agencies to maintain and make available a current index of all public records.
- (b) ~~The~~ RCW ~~42.56.070(4)~~ also states that if maintaining such an index would be unduly burdensome, or interfere with agency operation, a city ~~need not maintain such an index so long as it must~~ issues and publishes a formal order specifying the reasons why and the extent to which compliance would be unduly burdensome.
- (c) When such an order is made, all indexes maintained by that city must be made available to provide identifying information on those records, which are available for inspection and/or copying.
- (d) The city of Fircrest is comprised of ~~eight several~~ departments, ~~each, containing their~~ divisions and subdivisions, which maintain separate record-keeping systems for ~~the~~ indexing ~~of~~ records and information.
- (e) Because the city's ~~has~~ records ~~which~~ are diverse, ~~and~~ complex, and stored in multiple locations and ~~in multiple~~ computer systems and databases, ~~maintaining a central index of records it~~ is unduly burdensome, if not physically impossible, ~~to maintain a central index of records.~~
- (f) The city ~~will~~ ~~affirms its commitment to transparent government and its intent to~~ fully comply with the ~~provisions requirements of the RCW as they relate to~~ the Public ~~Disclosure Records~~ Act under ~~Chapter 42.17 RCW~~ ~~Chapter 42.56 RCW~~. (Ord. 1344 § 1, 2004)

**Section 2.** Amending FMC 2.60.020. [FMC 2.60.020](#) is hereby amended as follows:

[FMC 2.60.020](#) Order regarding public records index.

Based upon the findings set forth in [FMC 2.60.010](#), and pursuant to ~~RCW 42.17.260(4)(a)~~ [RCW 42.56.070\(4\)](#), the city council orders the following:

- (a) The city of Fircrest is not required to maintain an all-inclusive index of public records; due to findings of the city council that the requirement to do so is unduly burdensome and would interfere with city operations, and such a list is nearly impossible to create and/or maintain.
- (b) ~~Pursuant to Chapter 42.56 RCW, The-the~~ city of Fircrest shall ~~make available~~ disclose all public records and any indexes of public records maintained by the city to the extent records are not exempt from disclosure per Chapter 42.56 RCW or other applicable laws. created for internal use upon request by any citizen. Said indexes shall be maintained and released in order to obtain those records which are public and not protected by the exemption portion of the statute, namely RCW 42.17.310. (Ord 1344 § 1, 2004)

**Section 3. Corrections.** The City Clerk and codifiers of the ordinance are authorized to make necessary corrections to this ordinance, including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

**Section 4. Severability.** If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such invalidity shall not affect the validity or effectiveness of the remaining portions of this ordinance.

**Section 5. Effective Date.** This ordinance shall take effect five days after its passage, approval, and publication as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON**, at a regular meeting thereof this 10th day of September 2024.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

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Publication Date:  
Effective Date:

## **FIRCREST CITY COUNCIL AGENDA SUMMARY**

**NEW BUSINESS:** Resolution Authorizing Delegation of Signature Authority to the City Manager or Finance Director for Federal Grant Reimbursement

**ITEM:** 13C

**DATE:** September 10, 2024

**FROM:** Dawn Masko, City Manager

---

**RECOMMENDED MOTION:** I move to delegate signature authority to the City Manager or Finance Director to legally bind the City for the purpose of requesting Federal grant reimbursement.

---

**PROPOSAL:** The Council is being asked to delegate signature authority for Federal grant reimbursement requests and final fiscal reports to the City Manager or Finance Director in compliance with the Code of Federal Regulations.

**FISCAL IMPACT:** None.

**ADVANTAGES:** The delegation of signature authority ensures the City is in compliance with all federal grant requirements and can seek timely reimbursements for Federally funded grant projects.

**DISADVANTAGES:** None.

**ALTERNATIVES:** None.

**BACKGROUND:** The Code of Federal Regulations (CFR) is the codification of the general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government. [2 CFR 200.415\(a\)](#) requires that final fiscal reports or vouchers requesting payment under Federal agreements include a certification, signed by an official who is authorized to legally bind the Non-Federal agency.

In order for the City to seek timely reimbursement of expenditures related to Federally funded grant projects, this resolution delegates the authority to legally bind the City for the purpose of requesting Federal grant reimbursement to the City Manager or Finance Director. The City Manager will continue to execute all Federal grant funding agreements and supplemental agreements with the authorization of the City Council.

**ATTACHMENTS:** [Resolution](#)

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON, DELEGATING TO THE CITY  
MANAGER OR FINANCE DIRECTOR THE AUTHORITY TO  
LEGALLY FIND THE CITY OF FIRCREST FOR THE SOLE  
PURPOSE OF REQUESTING FEDERAL REIMBURSEMENT.**

**WHEREAS**, the City Manager has been duly appointed by the City Council in accordance with [RCW 35A.13.010](#), and the Finance Director has been duly appointed by the City Manager in accordance with [RCW 35A.13.090](#); and

**WHEREAS**, the City of Fircrest accepts grants from state, federal, and local agencies for City projects and enters into agreements for the administration of such grants; and

**WHEREAS**, the Code of Federal Regulations, [2 CFR 200.415\(a\)](#) requires that final fiscal reports or vouchers requesting payment under Federal agreements must include a certification, signed by an official who is authorized to legally bind the Non-Federal Agency; and

**WHEREAS**, the City Council approves, and the City Manager subsequently executes on the City's behalf, all Federal grant funding agreements and supplemental agreements; and

**WHEREAS**, in order to seek timely reimbursement for proper expenditures related to the Federally funded grant projects, the City Council delegates to the person appointed as City Manager or Finance Director the authority to legally bind the City of Fircrest solely for the purpose of requesting Federal Grant reimbursement.

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

**Section 1.** For purposes of requesting reimbursement for Federally funded projects, the City Manager or Finance Director shall be delegated authority pursuant to [2 CFR 200.415\(a\)](#) to legally bind the City of Fircrest in furtherance of the intent of this Resolution.

**Section 2.** Without limitation of the delegation of authority set forth in Section 1 of this Resolution, the City Manager or Finance Director shall be authorized to sign all final fiscal reports or grant reimbursement vouchers for grant-funded projects on behalf of the City of Fircrest, and to provide the following certification in accordance with [2 CFR 200.415\(a\)](#):

[2 CFR 200.415\(a\)](#): "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and condition of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

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**Section 3.** This Resolution shall be in full force and effect immediately upon passage and signatures hereon.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON,** at a regular meeting thereof this 10th day of September 2024.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



## **FIRCREST CITY COUNCIL AGENDA SUMMARY**

**NEW BUSINESS:** Cultural Shift to Active Transportation Grant Memorandum of Understanding

**ITEM:** 13D

**DATE:** September 10, 2024

**FROM:** Mark Newman, Community Development Director

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**RECOMMENDED MOTION:** I move to approve Resolution No. \_\_\_\_\_ authorizing the City Manager to sign a Memorandum of Understanding with the Cities of Tacoma, Puyallup, and University Place to accept the Washington State Department of Transportation Grant for the Program “Cultural Shift to Active Transportation.”

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**PROPOSAL:** The Council is being asked to authorize the City Manager to enter into a Memorandum of Understanding (MOU) with the cities of Tacoma, Puyallup, and University Place to receive grant funding for the Cultural Shift to Active Transportation (CSAT) program. This program aims to enhance pedestrian and bicycle safety.

**FISCAL IMPACT:** The City of Fircrest will receive \$12,750 of the grant proceeds, requiring a local match of 15%, which amounts to \$2,250. The grant match will come from the Street Fund.

**BACKGROUND:** In 2018, the City of Tacoma was awarded a Federal Congestion Mitigation and Air Quality (CMAQ) grant from the Washington State Department of Transportation through the Puget Sound Regional Council (PSRC). However, due to the COVID-19 pandemic and staffing changes, the grant was delayed until 2024. This grant is for soft infrastructure and transportation demand management (TDM) initiatives, such as policy development, awareness campaigns, and education, as opposed to physical infrastructure, such as bike lanes. The City of Tacoma will serve as the project lead and coordinator.

By signing this MOU, the City of Fircrest agrees to implement education and encouragement campaigns to promote bicycle safety. These efforts may include distributing free helmets, lights, or locks to bicyclists during local events.

The grant will commence once all participating cities have signed the MOU, with the project completion deadline set for December 31, 2027. To date, the City of University Place has signed the MOU, and the cities of Puyallup and Tacoma have indicated their intent to sign. Fircrest has conducted similar education initiatives in the past in partnership with Dairy Queen, though that program is no longer active. City staff will be responsible for all grant-related progress reporting, including financial reimbursements.

**ADVANTAGES:** The CSAT grant provides funding to further the City’s goal of promoting bicyclist safety, which is identified as a priority policy goal in the City’s Comprehensive Plan Transportation Element and the 2025-2030 Transportation Improvement Program. The City Council has also prioritized the development of a Pedestrian Safety Plan, which includes both pedestrians and bicyclists.

**DISADVANTAGES:** Participation in this grant requires the City to allocate \$2,250.

**ALTERNATIVES:** Do not sign the MOU and forgo participation in the grant funding. The Council could provide staff with alternative direction.

**ATTACHMENTS:** [Resolution](#)  
[Memorandum of Understanding](#)  
[CSAT Grant FAQs](#)

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON, AUTHORIZING THE CITY  
MANAGER TO SIGN A MEMORANDUM OF UNDERSTANDING  
WITH THE CITIES OF TACOMA, PUYALLUP, AND UNIVERSITY  
PLACE TO ACCEPT THE WASHINGTON STATE DEPARTMENT  
OF TRANSPORTATION GRANT FOR THE PROGRAM  
“CULTURAL SHIFT TO ACTIVE TRANSPORTATION.”**

**WHEREAS**, the Cities of Tacoma, Fircrest, University Place, and Puyallup were awarded a combined total of \$425,000.00 from the Puget Sound Regional Council from a Congestion Mitigation and Air Quality Grant; and

**WHEREAS**, the City of Fircrest will receive a portion of the grant in the amount of \$12,750.00; and

**WHEREAS**, the four Cities have decided to coordinate proposals on bicycle safety, educational outreach, and awareness campaigns; and

**WHEREAS**, the City of Fircrest desires to support bicycle safety, education, and awareness through a public outreach campaign; and

**WHEREAS**, bicycle safety, education, and awareness programs support the City’s Comprehensive Plan Transportation Element goals, proposed Pedestrian Safety Program Council goal, and 2025-2030 Transportation Improvement Program projects.

**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 sign a Memorandum of Understanding with the Cities of Tacoma, University Place, and Puyallup to receive \$12,750.00 as part of the Cultural Shift to Active Transportation Grant for bicycle safety, education, and awareness through the grant cycle ending on December 31, 2027.

**Section 2.** The City of Fircrest agrees to provide a 15% local match of \$2,250.00.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON**, at a regular meeting thereof this 10th day of September 2024.

**APPROVED:**

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Shannon Reynolds, Mayor

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**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITIES OF TACOMA, FIRCREST, PUYALLUP, AND UNIVERSITY  
PLACE REGARDING THE WASHINGTON STATE DEPARTMENT OF  
TRANSPORTATION GRANT FOR THE PROGRAM “CULTURAL SHIFT TO ACTIVE  
TRANSPORTATION.”**

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the Cities of Tacoma, Fircrest, Puyallup, and University Place, sets forth a common agreement concerning the Washington State Department Of Transportation Grant For The Program “Cultural Shift To Active Transportation.”

WHEREAS the Cities desire to receive and administer a Federal Congestion Mitigation and Air Quality (CMAQ) grant award from the Puget Sound Regional Council (PSRC), and the parties agree to cooperate together to accomplish deliverables as set forth in the grant language said award with responsibilities more specifically described in **Exhibit “A”** hereto, and

WHEREAS the City of Tacoma was awarded the CMAQ grant in 2018 for the Cultural Shift to Active Transportation project, and the City of Tacoma will be the lead agency working in partnership with the cities of Fircrest, Puyallup, and University Place. The agencies will cooperate together to implement non-infrastructure Transportation Demand Management elements that are appropriate for each jurisdiction.

WHEREAS the Cities have determined that it is in the best interest of the public to enter into a Memorandum of Understanding;

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

1. **PROJECT DESCRIPTION and REQUIREMENTS.** Upon receipt and acceptance of the Puget Sound Regional Council award, the City will assume the role of lead agency in administering the Congestion Mitigation and Air Quality Grant for the Cultural Shift to Active Transportation project with responsibilities more specifically described in **Exhibit “A”** hereto. The City shall coordinate communications between the grantor and the parties. All parties shall comply with the requirements set for in **Exhibit A**.

2. **PERIOD OF PERFORMANCE.** This Agreement shall be effective on the date it is executed by the parties and shall remain in effect until fulfillment of the PSRC obligations. The Cultural Shift to Active Transportation project performance period is July 1, 2021 through December 31, 2027.

3. **PAYMENT.** The City agrees to accept **\$425,000.00** from the PSRC award and distribute **\$12,750.00** to the City of Fircrest, **\$29,750.00** to the City of Puyallup, and

**\$85,000.00** to the City of University Place, of the accepted grant amount, upon approval by the grantor. The amounts listed above will be matched with a combined local match of **\$75,000.00** for a total project amount of **\$500,000.00**. The City will have a local match of **\$52,500.00**. The City of Fircrest will have a local match of **\$2,250.00**, the City of Puyallup will have a local match of **\$5,250.00**, and the City of University Place will have a local match of **\$15,000.00**.

4. **HOLD HARMLESS.** Each party shall defend, protect, and hold the other party harmless from and against all claims, suits, or actions arising from any intentional or negligent act or omission of that party's employees, agent, and/or authorized subcontractor(s) while performing under the terms of this Agreement.

5. **COMPLIANCE WITH LAWS.** Both parties agree to comply with all applicable federal and state laws, rules and regulations. Nothing in this Agreement prevents either party exercising any authority it may have under law.

6. **AGREEMENT ON ALTERATIONS AND AMENDMENTS.** The parties may mutually amend this Agreement. Such amendment shall not be binding unless in writing and signed by authorized representatives of both parties.

7. **NO THIRD PARTY BENEFICIARIES.** The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

8. **ALL WRITINGS CONTAINED HEREIN.** This Agreement contains all the terms and conditions agreed upon by the parties. The parties do not intend to create any obligations, express or implied, other than those set out herein.

**[THIS PART INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the Cities of Tacoma, Fircrest, Puyallup and University Place have executed this MEMORANDUM OF UNDERSTANDING as of the date and year written above.

**CITY OF TACOMA**  
Reviewed

**CITY OF FIRCREST**  
Reviewed

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Elizabeth Pauli  
City Manager

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Dawn Masko  
City Manager

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Ramiro A. Chavez, P.E. PgMP,  
Director/City Engineer  
Public Works

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Mark Newman  
Community Development Director

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Andrew Cherullo, Director  
Finance Department

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Tyler Bemis  
Public Works Director

Approved as to form and legality:

Approved as to form:

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Deputy City Attorney

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Fircrest City Attorney

**CITY OF PUYALLUP**  
Reviewed

**CITY OF UNIVERSITY PLACE**  
Reviewed

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## Exhibit A

### ATTACHMENT C: Jurisdiction Budget Breakdown

| PROGRAM AREAS  | Tacoma           | University Place | Puyallup        | Fircrest        |
|--|------------------|------------------|-----------------|-----------------|
| In Motion Program focused on difficult-to-reach market   | x                |                  |                 |                 |
| Live Close to Work Program   | x                |                  |                 |                 |
| Bike and pedestrian data collection or purchase  | X                | x                | x               |                 |
| Education & Encouragement: Bike Everywhere Events & Open Streets Events; Events and materials to encourage walking, biking, and transit use; Park(ing) Day | x                | x                |                 |                 |
| Education & Encouragement Campaigns: bike safety, TDM  | x                | x                | x               | x               |
| Education & Encouragement: Center-based bicycle parking program  | x                | x                | x               | x               |
| <b>TOTAL PROJECT AMOUNT</b>  | <b>\$350,000</b> | <b>\$100,000</b> | <b>\$35,000</b> | <b>\$15,000</b> |
| <b>CMAQ (85%)</b>  | <b>\$297,500</b> | <b>\$85,000</b>  | <b>\$29,750</b> | <b>\$12,750</b> |
| <b>LOCAL (15%)</b>   | <b>\$52,500</b>  | <b>\$15,000</b>  | <b>\$5,250</b>  | <b>\$2,250</b>  |



## Cultural Shift to Active Transportation FAQ

Last updated 8.30.24

### 1. How much money do we get?

The amount of funding varies by jurisdiction as follows:

| Funding Breakdown    | Tacoma    | University Place | Puyallup | Fircrest |
|----------------------|-----------|------------------|----------|----------|
| Total Project Amount | \$350,000 | \$100,000        | \$35,000 | \$15,000 |
| CMAQ                 | \$297,500 | \$85,000         | \$29,750 | \$12,750 |
| Local                | \$52,500  | \$15,000         | \$5,250  | \$2,250  |

This funding is for work in your jurisdiction and contributions to any shared activities we take on – like a collective marketing campaign.

### 2. What is the grant scope?

The deliverables vary by jurisdiction, this is how they were laid out in the original grant application:

| Program Areas  | Tacoma | University Place | Puyallup | Fircrest |
|--|--------|------------------|----------|----------|
| In Motion Program focused on difficult-to-reach market   | X      |                  |          |          |
| Live Close to Work Program   | X      |                  |          |          |
| Bike and pedestrian data collection or purchase  | X      | X                | X        |          |
| Education & Encouragement: Bike Everywhere Events & Open Streets Events; Events and materials to encourage walking, biking, and transit use; Park(ing) Day | X      | X                |          |          |
| Education & Encouragement Campaigns: bike safety, TDM  | X      | X                | X        | X        |
| Education & Encouragement: Center-based bicycle parking program  | X      | X                | X        | X        |

When we obligated these funds, we tried to maximize our flexibility while meeting the original intent of the grant. We also had to switch gears on some elements since we learned that bike parking is not an eligible expense for this grant and Live Close to Work is no longer an active program in Tacoma. Here is the approved scope of work from the grant obligation paperwork:

*This is a multiagency project focused on transportation demand management (TDM) programs in regional growth centers, manufacturing/industrial centers, local centers of importance, and the corridors serving them. The programs will vary by agency but they will have a common goal to educate and influence people's travel behavior between home, work, services and recreation trips.*

*The City of Tacoma will be the lead agency working in partnership with the cities of Fircrest, Puyallup, and University Place. The agencies will implement TDM elements that are appropriate for each jurisdiction.*

*TDM elements include:*

*\*Residential Outreach Programs/InMotion: These programs will help reduce barriers that prevent local residents from using active transportation and transit. These efforts will focus on communities most impacted by transportation safety and access disparities (i.e. communities of color, low-income communities, people who speak a language other than English).*

*\*Single Occupancy Vehicle Trip Reduction Programs: As our communities emerge from the COVID-19 pandemic, the nature of work, daily life, and transportation is in flux. We will be responsive to the community's changing needs through programs that work to increase mobility, community, and access, while decreasing single occupancy vehicle trips. This may include Live Close to Work programs, creating opportunities for play and community building within neighborhoods to reduce vehicular trips, collecting or purchasing data to better design active transportation infrastructure or programs, and promoting easy ways to access local businesses and services without a car.*

*\*Education and Encouragement Programs and Events: Events and programs like Bike Month, Open Streets events, and planning efforts to support center-based bicycle parking programs will make active transportation and transit easy and attractive options, providing low-barrier entry points into these transportation options.*

*\*Education & Encouragement Campaigns: Education and encouragement campaigns will provide important information about transportation options and safety to the community and help build community norms around active transportation and transit.*

### **3. What is the grant timeline?**

This timeline is from our obligation paperwork. The planning/start up phase and the start of implementation have blended somewhat. In Tacoma we've begun events and outreach locally while continuing to build our interjurisdictional partnership.

#### *I. Planning & Start-Up Phase*

*Start: July 1, 2021*

*End: April 30, 2023*

- Hire program staff*
- Host kickoff and planning meetings for partner jurisdictions*
- Kick-off community outreach to inform program development and implementation*
- Solidify implementation partnerships*
- Develop implementation plan & timeline*

#### *II. Implementation Phase*

*Start: May 1, 2023*

*End: September 30, 2027*

- Implement projects, programs, and events outlined in the project scope*
- Regularly seek community input for ongoing improvement*

### *III: Wrap-up & Reflection*

*Start: October 1, 2027*

*End: December 31, 2027*

*-Compile lessons learned from program implementation*

*-Seek funding and partnership opportunities to continue successful program elements*

*-Complete all final reporting requirements*

*\*Note: Phases will build upon each other, but are not intended to be fully discrete. Implementation of some programs and events may begin prior to May 2023 - community input and lessons learned from these programs will help inform the implementation plan moving forward.*

#### **4. What are the final grant deliverables and what will reporting look like?**

- Residential outreach program summaries, including area of focus, maps, outreach summaries, event & program overviews, and marketing collateral (Tacoma-only)
- Event and program summaries for SOV trip reduction programs and education & encouragement programs and events
- Materials from education & encouragement campaigns (mailings, advertisements, etc.)
- Executive summary and compilation of lessons learned to inform future TDM programming

The City of Tacoma provides annual reports to WSDOT on our progress at the end of November each year. So once the MOUs are signed and you begin implementation, we'll ask you to provide short narrative descriptions of events, programs or campaigns that you used grant funding for, along with relevant photos or materials. We'll also want to document any lessons learned to inform future TDM programs for our final report.

Here's our annual report from 2023, so you can see the types of details we shared. We try to keep things short & sweet!

- Throughout 2023, Ashley Jones, Active Transportation Intern, and Liz Kaster, Active Transportation Coordinator, continued implementing foundational outreach and relationship-building to support the Cultural Shift to Active Transportation grant. Highlights include:
  - As part of Bike Month (May 2023), the City hosted two trail parties – one along the Water Flume Line Trail in South Tacoma and one along the Pipeline Trail on Tacoma's Eastside. In the past, most Bike Month events have been held in Tacoma's North End or Downtown – and these events were an opportunity to bring programming to neighborhoods that face greater safety and access disparities in using active transportation. The events were joy-filled celebrations and included family activities, information about existing and upcoming active transportation projects in each neighborhood, and free helmets and lights to improve safety while walking and rolling. Partners from local non-profit Creative Colloquy shared free books from their book bike and Tacoma's bicycling balloon artist created custom designs for attendees. This was also an important opportunity to hear from local residents about how they use these trails and what improvements they'd like to see to support active transportation in Tacoma. Photo album from the Water Flume Line Trail event:

<https://www.facebook.com/photo/?fbid=616151423882036&set=pcb.616154693881709>.

- Summer 2023 was full of opportunities to connect with community members at celebrations throughout the City, including:
  - **Hilltop Street Fair:** The active transportation team partnered with the Arts Program to share updates about the Links to Opportunity Project, the J Street Bicycle Boulevard, and active transportation projects and programs at the Hilltop Street Fair on August 26th. The booth engaged event attendees with information about upcoming construction and public art projects, an active transportation trivia game, bike maps, and stickers, and gave out cold water and juice (which was very much appreciated on a super hot day)!
  - **Metro Parks Tacoma Star Center Summer Bash:** The active transportation team fit and gave away over 150 free helmets at the Star Center at their Summer Bash on August 25th!
  - **Gas Station Park Grand Opening:** On August 13th, the active transportation team attended the Grand Opening of Gas Station Park, hosted by Metro Parks Tacoma. The team fit and gave away over 60 free bicycle helmets, as well as reflectors and resources such as Bike Maps and Safe Routes to School suggested walking route map for Mann Elementary.
- Razor, Tacoma's former micromobility vendor, launched an e-bike share pilot in Tacoma in May 2023. The cost of e-bikes and concerns about secure storage can be a barrier to purchasing e-bikes, particularly for lower-income residents and people living in multifamily developments – so we were excited about this opportunity to offer shared e-bikes to the community. The program included a 50% discount for anyone who qualifies for local, state, or federal assistance programs. Ashley and Liz worked closely with Razor to choose e-bike parking locations in alignment with this grant's equity goals – focusing primarily on neighborhood business districts and Metro Parks community centers. The City also worked with Razor on [outreach to spread the word about the new program](#) – including events where community members could take a free test ride. Unfortunately, Razor shut down their shared micromobility programs nationwide this fall, so the pilot has ended. The City looks forward to WA State's upcoming e-bike rebate program and continues to look for additional opportunities to reduce barriers to purchasing, using, and storing e-bikes.
- Ashley's internship concluded at the end of October, as she was hired for a full-time role at WSDOT.
- We are in the process of hiring a [full-time Active Transportation Programs Planner](#) who will lead implementation moving forward. We decided to wait until this person is on-board to host our official kick-off meeting with partner jurisdictions, so they can begin building those relationships.

## 5. When can we start spending money?

Once the MOU is fully executed – I'll let you know once all the signatures are in and we're ready to go!

## 6. What will be the process for getting reimbursed?

- Each municipality must spend the money upfront first, and then request reimbursement.

- Each municipality must support their spending with receipts or other backup documentation (i.e. timesheet/payroll report for staff time)
- Once you submit your receipts/documentation to the City of Tacoma, we will review and submit to WSDOT
- To account for the local match, WSDOT will reimburse the City of Tacoma for 85% of submitted and approved costs, which we will then pass on to you, so be sure you're submitting receipts for both your grant award amount and your local match
- Please plan to submit reimbursement requests quarterly. If you don't have anything to bill that quarter, just let us know! Once we get the MOU signed, I'll set up reminders for everyone.
  - Q1: January-March – Due April 15<sup>th</sup>
  - Q2: April – June – Due July 15<sup>th</sup>
  - Q3: July – September – Due October 15<sup>th</sup>
  - Q4: October – December - Due January 15<sup>th</sup>

## **7. What items cannot be paid for with these funds?**

This list is not exhaustive – but so far, we specifically know the following items cannot be paid for with these funds. If you have any questions, please check in advance! We don't want you to spend money that can't be reimbursed!

- Bike racks (racks or installation)
- ORCA cards
- Gift cards

## **8. What items can be paid for with these funds?**

This is our cost breakdown from our obligation paperwork which outlines expected expenses for our collective \$500,000 budget:

### *Phase I-III (Ongoing):*

*Staffing & Partnerships (\$375,000): The bulk of the program costs will go towards staffing to plan and implement events, programs, and outreach. In future years, this may include hiring outside consultants. With prior approval from WSDOT, these funds may also be used to pay for services to support program aims (i.e. paying a Spanish-speaking ride leader to lead a bike ride as part of a residential outreach program).*

### *Phase II:*

*Event Supplies: (\$50,000): Purchase and/or rental of supplies to support events and programs such as Open Streets events and Bike Month.*

*Educational & Outreach Materials (\$50,000): Including design, printing, paid advertising space (i.e. ads on buses), mailing, and translation costs.*

*Transportation Tools (\$25,000): Transportation tools to reduce barriers to using active transportation and transit, improve safety, and increase the visibility of the program.*

- Items we specifically discussed with WSDOT as examples of “transportation tools” include helmets, lights and reflective vests, but if you have questions about whether an item is eligible, we can check with WSDOT

**9. What if I want to hire a consultant?**

Please check with Liz far in advance – this is a process with WSDOT and we need pre-approval from them. As we understand it, all consultants & subcontractors must have gone through [WSDOT’s ICR process](#). We may have more flexibility for small services contracts (i.e. graphic design firms, walk event leader, etc.) – but WSDOT still wants us to get pre-approval in advance and we haven’t gone through that process on this grant yet, so aren’t fully clear on what it will entail or the timeline to expect.

## **FIRCREST CITY COUNCIL AGENDA SUMMARY**

**NEW BUSINESS:** Resolution Authorizing an Interlocal Agreement with Pierce County for the Provision of Specialized Law Enforcement Services

**ITEM:** 13E

**DATE:** September 10, 2024

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

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**RECOMMENDED MOTION:** I move to authorize the City Manager to execute the Interlocal Agreement with Pierce County for specialized law enforcement services.

---

**PROPOSAL:** The Council is being asked to authorize the City Manager to execute an Interlocal Agreement with Pierce County for the provision of specialized law enforcement services from the Pierce County Sheriff's Department.

**FISCAL IMPACT:** The ability to utilize specialized law enforcement services is billed annually on a per capita basis for major crime investigations, major crime forensics, and SWAT services. Rates are based on population data from the Office of Financial Management. The 2025 per capita cost for services, based on a population of 7,230 residents, is \$16,339.80, broken down as follows:

- Major Crimes Investigation services: \$10,049.70
- Major Crimes Forensic services: 2,619.00
- SWAT services: 4,121.10

**BACKGROUND:** Since 1997, the City has maintained an agreement with the Pierce County Sheriff's Department to provide specialized law enforcement services. These services include major crime investigations, forensics, internal affairs investigations, SWAT (Special Weapons & Tactics), hazardous devices (bomb squad), and air operations. The City has utilized these services on several occasions to assist our officers.

Additionally, forensics services for non-major crimes, which were previously limited to serious crimes such as homicide, aggravated assault, and abductions, are now available on an hourly basis for other crimes such as robbery and sexual assault. The bomb squad and air operations are considered regional assets and are available at no cost.

Pierce County legal counsel advised the Sheriff's Department that these specialized services agreements needed to be updated to an Interlocal Agreement, requiring all contracting cities to execute the new agreement.

**ADVANTAGES:** The Pierce County Sheriff's Department has developed expertise in certain specialized response areas. The City acknowledges that their assistance is of great value in addressing specific challenges that may arise within our City.

**DISADVANTAGES:** None identified.

**ALTERNATIVES:** Not execute the Interlocal Agreement to provide specialized services and pay per incident if services are needed.

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



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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON, AUTHORIZING THE CITY  
MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT  
WITH PIERCE COUNTY TO PROVIDE SPECIALIZED LAW  
ENFORCEMENT SERVICES TO THE CITY OF FIRCREST.**

**WHEREAS**, both the City of Fircrest and Pierce County have a responsibility to provide law enforcement services within their respective boundaries; and

**WHEREAS**, the Pierce County Sheriff's Department possesses specialized equipment and expertise to respond to certain law enforcement situations that exceed the current resources of the Fircrest Police Department; and

**WHEREAS**, the Pierce County Sheriff's Department is willing to provide these specialized services by agreement on a per capita basis to the City of Fircrest; and

**WHEREAS**, such agreements are authorized pursuant to the Interlocal Cooperation Act, [Chapter 39.34 RCW](#), and the Washington Mutual Aid Peace Powers Act, [Chapter 10.93 RCW](#); and

**WHEREAS**, it is in the interest of public safety to have these specialized resources available to respond to incidents within our city that exceed our current resources and capabilities.

**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 Interlocal Agreement with Pierce County to provide specialized law enforcement services to the City of Fircrest.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON**, at a regular meeting thereof this 10th day of September 2024.

**APPROVED:**

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

**ATTEST:**

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

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**APPROVED AS TO FORM:**

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Robert Zeinemann, City Attorney

**INTERLOCAL AGREEMENT  
BETWEEN  
PIERCE COUNTY AND THE CITY OF FIRCREST  
FOR THE PROVISION OF SPECIALIZED LAW ENFORCEMENT SERVICES**

**THIS INTERLOCAL AGREEMENT (“Agreement”)** is entered into by and between **PIERCE COUNTY**, a political subdivision of the State of Washington (“County”) and **THE CITY OF FIRCREST**, a municipal corporation of the State of Washington (“City”) (together, “Parties”) as follows:

**WHEREAS**, the City of Fircrest on behalf of the Fircrest Police Department has requested the County provide certain law enforcement services to the City; and

**WHEREAS**, the County has the resources necessary through the Pierce County Sheriff’s Department (PCSD) to provide specialized law enforcement services to the City; and

**WHEREAS**, the County is willing to provide these services to the City; and

**WHEREAS**, the parties previously entered into an agreement for specialized law enforcement services on March 16, 2020; and

**WHEREAS**, the parties are authorized to enter into such agreements by virtue of RCW Chapter 39.34, the Interlocal Cooperation Act.

**NOW, THEREFORE**, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the County and the City as follows:

**SECTION 1. PURPOSE.**

The purpose of this agreement is for the County to provide the City with specialized law enforcement services by and through the Pierce County Sheriff’s Department. Both parties to this agreement have responsibility to provide police protection within their respective boundaries. The Pierce County Sheriff’s Department has developed an expertise in certain areas of specialized response. The City recognizes that the expertise of the County, and the Pierce County Sheriff’s Department, would be of benefit in such matters. In order to allow towns and cities to take advantage of the expertise of the County, the Pierce County Sheriff’s Department is willing to provide certain services on a reimbursable basis. This agreement sets forth the respective rights and duties of each of the parties in the provision of these services.

## **SECTION 2. DUTIES/RESPONSIBILITIES OF THE COUNTY.**

- A. To provide access to the agreed upon services between the Sheriff's Department and the City.
- B. To provide a timely response for services requested.
- C. To provide all necessary personnel and command.
- D. To provide all reasonably needed and necessary equipment for the response.
- E. To handle the call to completion, to include all necessary reports, testimony, or other follow-up.
- F. To provide a full and complete invoice on all services, personnel and equipment utilized hereunder, only if the per response billing basis option is pre-selected by the City.

## **SECTION 3. DUTIES/RESPONSIBILITIES OF THE CITY.**

- A. To determine when to request specialized services from the County.
- B. To provide a contact person of command level to act as liaison between the contracting agencies.
- C. To provide traffic control or other perimeter security as may be required.
- D. To provide schematics, floor plans, or other items of information which may be required as part of a response.
- E. To allow training at sites within the City as may be desired by the County to assure knowledgeable response.
- F. To provide reimbursement hereunder for the services rendered.

## **SECTION 4. JOINT DUTIES/RESPONSIBILITIES.**

- A. To provide joint law enforcement response as necessary to keep and restore the peace.
- B. To complete and submit all necessary reports, documents, and other needed information in a timely manner for any law enforcement or prosecution need.
- C. To mutually cooperate to assure the success of any and all law enforcement missions.

## **SECTION 5. SERVICE DESCRIPTIONS.**

The County will provide the specialized law enforcement services as described in the categories below within the City's service area. The type of service selected by the City and cost for service provided by the County is detailed in Exhibit "A," which is also attached hereto and incorporated herein by this reference.

- A. **Major Crimes Investigations:** This service shall consist of criminal investigation carried out by detectives often in conjunction with forensic trained individuals when necessary. Investigations will be supported by crime scene analysis, crime laboratory, polygraph, identifications, evidence control, Automatic Fingerprint Identification System (AFIS) and any other technology then in the possession of the Sheriff and determined by the lead investigator as appropriate for the investigation. Unless otherwise agreed by the County, the crimes to be investigated shall typically be homicides, abductions, and aggravated assaults which involve substantial bodily harm as set forth by RCW 9A.04.110 or the possibility of death.

This service will only be available on a pre-determined hourly basis or on a pre-determined per capita basis.

For other felony crimes that are not homicides, abductions, or aggravated assaults, members of the Sheriff's Criminal Investigations Bureau can be requested through the Sheriff's CDO on a per hourly basis.

- B. **Major Crimes Forensics**: This service shall be for major crimes outlined in Section A and shall include a fully trained Forensics Investigator who shall have the ability and training to take photographs and measurements, document other important physical evidence, obtain and process fingerprints, utilize all technology available to the Forensics Investigator, and perform all other services and procedures to assist in the processing of a crime scene or subject. Forensics will respond to incidents after-hours if a Sheriff's detective will be acting as the lead investigator.

This service will be available for major crimes on a pre-determined hourly basis or on a pre-determined per capita basis.

Forensics services for crimes other than the major crimes outlined in Section A can be requested through the Sheriff's CDO on a pre-determined hourly basis.

If only forensics services – and no detective services – are provided by members of the Sheriff's Department in response to an incident, then all property/evidence collected by forensics will be retained by the lead agency in the investigation and not the Sheriff's Department.

- C. **Internal Affairs Investigations**: This service shall involve a member of the Sheriff's Department who shall perform any matter involving an Internal Affairs complaint or investigation. The investigator will be trained in investigating such matters and will provide Garrity warnings and other aspects of due process, etc. which are required by law, contract, etc. If needed, polygraph services may be included for such services. Unless otherwise agreed by the County, the matters to be investigated shall typically be: complaints of criminal acts; excessive force; complaints of racial, sexual or other types of protected status harassment; cases of high public interest.

This service will be included at no additional cost only if the City has a current agreement with the County for Major Crimes Investigations on pre-determined per capita billing basis. This service is not available on an hourly basis or a per incident basis.

- D. **Special Weapons And Tactics (SWAT)**: This service shall be in the nature of a team response, which may call for a variety of disciplines (negotiators, sharpshooters, snipers, entry, and others). Each SWAT call response is made as a team and each call is staffed as a team. The team, and each member, is responsible to the success of every SWAT Team mission.

This service will be available on a pre-determined per capita billing basis or on a pre-determined per incident billing basis.

- E. **Hazardous Devices (Bomb Squad):** This service shall include the Hazardous Devices Unit (HDU) and will typically be a multi-officer response for safety reasons. The team will include an explosive specialist, and will provide the necessary and required equipment to address the threat.

The Sheriff's Department Hazardous Devices Unit is considered as a Regional Asset when responding to an emergency call for service. There are no applicable charges or billings associated with regional deployment under mutual aid.

- F. **Marine Services/Dive:** This service shall involve deputies and other personnel who are trained in areas of marine rescue or dive techniques, including rescue and recovery. This may include a response with vessels or other watercraft, and will typically include a response with multiple personnel for safety and deployment reasons.

The Sheriff's Department Marine Services Unit and Dive Team are as considered as a Regional Asset when responding to an emergency call for service. There are no applicable charges or billings associated with regional deployment under mutual aid.

- G. **Air Operations:** This service shall involve deputies and other personnel who are trained in flight operations, to include pilots and tactical flight observers. This may include a response with an aircraft capable of deployment in search & rescue, natural disaster, and major incidents/crime scenes.

The Sheriff's Department airplane is considered as a Regional Asset when it is in operation. There are no applicable charges or billings associated with regional deployment under mutual aid.

## **SECTION 6. SELECTION OF BILLING BASIS AND SERVICES.**

The City shall select to be billed on either a per capita or a per incident basis, and select the services to be provided by the County. These mutually agreed up selections are set forth in "Exhibit A", which is attached hereto and made a part hereof. If a service is not listed, it will not be provided absent a separate request and it will be charged in accordance with the Default Costing described in Section 6-D.

- A. **Per Capita:** The City shall pay a sum, as outlined in Exhibit A, which is attached hereto and made a part hereof, which shall be that cost which is multiplied by the population of the City, as determined by the most recent estimate by the Office of Financial Management. This cost shall be the cost irrespective of the quantity or duration of the calls for service responded.
- B. **Per Incident:** The City shall pay a sum based upon the hourly rate or incident rate, as outlined in Exhibit A, which is attached hereto and made a part hereof, which shall be that cost multiplied by the hours expended. Those items which are indicated as a per incident response will be paid irrespective of the time needed to resolve the matter. If the matter is being charged on an hourly basis, then the time shall commence on the time such services are requested by the City

and shall end at such time as when the scene is secured or the need for services is terminated. The need for services shall include whatever reasonable time is necessary for the completion of paperwork, reports, interviews, analysis or other necessary follow-up work. All accountings of time by the County shall be in increments of 30 minutes (half-hours). If the response is cancelled while personnel are responding, the City will be billed for those specific personnel at a three-hour overtime minimum.

- C. **Mixed Costing:** The City shall have the right to elect to reimburse the County on a per capita cost for some specialized services and a per incident cost for other specialized services. Such election must be pre-determined and mutually agreed upon by both parties, and incorporated within Exhibit A.
- D. **Default Costing:** In the event that the City has not selected a payment method for any service provided hereunder and the City shall make a request for service from the County, the City shall reimburse to the County a sum based upon the Per Incident basis as set forth in Section 6.B.

#### **SECTION 7. BILLING.**

If per capita billing is selected, the County will provide the City with an annual invoice for the provision of services. For all other billing methods that include a per incident response, the County will provide the City with an invoice for the provision of services to include description of the specialized services, dates of service, hours of service, and hourly rate for the service.

Billings shall be mailed to:

City of Fircrest  
115 Ramsdell Street  
Fircrest, WA 98466

The City shall reimburse the County within 30 days of receipt of invoice by mailing payment to:

Pierce County Sheriff's Department  
ATTN: Business Unit  
930 Tacoma Ave. S.  
Tacoma, WA 98402

Rates may be adjusted annually by the County, and the new rate schedule will be provided to the City no less than 30 days prior to the beginning of each calendar year. The parties are authorized to negotiate annual rate and service adjustments, and execute written agreements that reflect agreed-upon adjustments.

#### **SECTION 8. INDEMNIFICATION AND DEFENSE.**

To the extent permitted by law, each Party agrees to protect, defend, indemnify, and save harmless the other Party, its elected and appointed officials, officers, employees, agents, and volunteers, from and

against any and all claims, damages, losses, judgments, and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any injury or damage of any kind which are alleged or proven to be caused by an act or omission related to the actions under this Agreement, negligent or otherwise, of the Party, its elected and appointed officials, officers, employees, agents, and volunteers.

A Party shall not be required to indemnify, defend, or hold the other Party harmless if the claim, damage, loss, judgment, or expense for any injury or damage of any kind is caused by the sole act or omission of the other Party or its elected and appointed officials, officers, employees, agents, or volunteers.

In executing this Agreement, neither Party shall assume liability or responsibility for or in any way release the other Party from any liability or responsibility which arises in whole or in part from the existence or effect of the other Party's ordinances, rules, regulations, resolutions, customs, policies or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the appropriate Party shall defend the same at its sole expense, and if judgment specifically attributable to such Party's provisions is entered and damages are awarded against the City, the County, or both, the appropriate Party shall satisfy the same, including all reasonable attorney's fees and costs.

The Parties agree that where such claims, suits, or actions result from the concurrent negligence of the Parties, the indemnity provisions herein shall be valid and enforceable only to the extent of a Party's own negligence.

It is further understood that no liability shall attach to either Party by reason of entering into this Agreement except as expressly provided herein.

Obligations under this section shall survive the expiration or termination of this Agreement.

#### **SECTION 9. NO THIRD-PARTY BENEFICIARY.**

Pierce County does not intend by this Agreement to assume any contractual obligations to anyone other than the City of Fircrest, and the City does not intend by this Agreement to assume any contractual obligations to anyone other than the County. The County and the City do not intend that there be any third-party beneficiary to this Agreement.

#### **SECTION 10. INSURANCE.**

The County maintains a comprehensive self-insurance program that is funded to pay claims, judgments, and settlements for which the County is found to be wholly or partially responsible.

The City is a member of a self-insured risk management pool formed pursuant to Chapter 48.62 RCW which provides its members with insurance coverage and is funded to pay claims, judgments, and settlements for which the City is found to be wholly or partially responsible.

Evidence of coverage shall be delivered to each of the Parties prior to the execution of this Agreement. It is the responsibility of each Party to ensure a valid certificate of coverage is in effect at all times



throughout the course of this Agreement. If the insurance programs for either party is modified, the party needs to continue to provide proof of coverage in whatever form the coverage takes.

#### **SECTION 11. MODIFICATION.**

Any amendments to this agreement must be in writing and signed by all parties.

#### **SECTION 12. ENTIRE AGREEMENT.**

This written agreement constitutes the entire agreement between the parties and supersedes any prior oral statements, discussions, or understandings between the parties.

#### **SECTION 13. TERM OF AGREEMENT.**

This agreement shall become effective November 1, 2024, and remain in effect through October 31, 2025. It shall automatically renew on January 1 of each calendar year thereafter, to extend no later than October 31, 2029, unless either party chooses to terminate the agreement by providing ninety (90) days written notice of termination.

#### **SECTION 14. OPERATIONAL ISSUES.**

Both parties recognize that any response may have many serious operational matters, which attend each individual call. These issues are separately covered in the Pierce County Sheriff's Department Specialized Services Protocols which are set forth in "Exhibit B", which is attached hereto and made a part hereof. The protocols involve issues such as criteria for mobilization of the SWAT Team, authority to determine size of response, handling of media, SWAT command, miscellaneous costs due to damage, cost of meals, etc.

#### **SECTION 15. INDEPENDENT CONTRACTOR.**

Pierce County, when providing the special services contemplated by the terms of this agreement, is acting as an independent contractor of the City. Pierce County will control the method, means and timing of providing the specialized services, and all County employees shall remain under the supervisory control of the County. The City may, in a given circumstance, exercise direction and control pursuant to R.C.W. 10.93.040.

**END OF AGREEMENT; SIGNATURE PAGE IMMEDIATELY FOLLOWING.**

**PIERCE COUNTY  
CONTRACT SIGNATURE PAGE**

**Contract #** \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2024.

**CONTRACTOR:**

\_\_\_\_\_  
Contractor Signature Date

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Title of Signatory Authorized by Firm Bylaws

Name: Dawn Masko

Address: 115 Ramsdell Street  
Fircrest, WA 98466

Mailing  
Address: 115 Ramsdell Street  
Fircrest, WA 98466

Contact Name: Chief of Police Ron Schaub

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

**PIERCE COUNTY:**

Approved As to Legal Form Only:

\_\_\_\_\_  
Prosecuting Attorney Date

Recommended:

\_\_\_\_\_  
Finance Date

**Approved:**

\_\_\_\_\_  
Department Director Date  
(less than \$250,000)

\_\_\_\_\_  
County Executive (over \$250,000) Date

## EXHIBIT A

### Specialized Law Enforcement Services Costs FY2024

| SERVICE  | HOURLY RATE  | PER CAPITA RATE   | PER INCIDENT RATE                              |
|--|--|---|--|
| <input checked="" type="checkbox"/> Major Crimes Investigations      | <input type="checkbox"/> \$170/hour per officer (3 hr. minimum)  | <input checked="" type="checkbox"/> \$1.39 per resident | N/A  |
| <input checked="" type="checkbox"/> Major Crimes Forensics           | <input type="checkbox"/> \$150/hour per officer (3 hr. minimum)  | <input checked="" type="checkbox"/> \$0.30 per resident | N/A  |
| <input checked="" type="checkbox"/> Non-Major Crimes Forensics       | <input checked="" type="checkbox"/> \$150/hour per officer (3 hr. minimum)   | N/A   | N/A  |
| <input checked="" type="checkbox"/> Internal Affairs Investigations  | <i>Included at no additional cost if the City has a current agreement with the County for Major Crimes Investigations on pre-determined per capita billing basis; service is not available on an hourly or per incident basis.</i> |   |  |
| <input checked="" type="checkbox"/> Special Weapons & Tactics (SWAT) | N/A  | <input checked="" type="checkbox"/> \$0.57 per resident | <input type="checkbox"/> \$16,880 per response |
| <input checked="" type="checkbox"/> Hazardous Devices (Bomb Squad)   | <i>No charge for Regional Asset</i>  |   |  |
| <input type="checkbox"/> Marine Services/Dive                        | <i>No charge for Regional Asset</i>  |   |  |
| <input checked="" type="checkbox"/> Air Operations                   | <i>No charge for Regional Asset</i>  |   |  |

*The City will indicate in the table above which services are to be provided by the County to the City by and through this agreement; this selection will be indicated by the City placing a mark in the box next to the service title. In the same manner, the City will indicate for each service selected whether the City will be billed by the County for this service on a pre-determined hourly rate, per capita billing basis, or on a per incident billing basis.*

**CITY OF FIRCREST:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

## **EXHIBIT B**

### **Specialized Law Enforcement Services Protocols**

#### **Air Operations**

##### *1. Criteria for Mobilization*

The Chief of Police/Agency Contact or his/her designee shall have the authority to request an Air Operations response through the South Sound 911 Dispatch Center. The Air Unit Supervisor, Command Duty Officer (CDO) or his/her designee will receive and approve all Air Operation Request. The Air Operations Supervisor and Pilot in Command (PIC) based on information received and other Conditions (e.g. weather), will determine if a mission can be safely accomplished. (See the Air Support Unit Manual for additional details)

##### *2. Mobilization*

The Sheriff or his/her designee in conjunction with the Air Operations Supervisor and Pilot in Command (PIC) shall have the sole authority to determine the nature, size, duration and configuration of any mobilization. (See the Air Support Unit Manual for additional details.)

##### *3. Authority for Stand-down/De-mobilization*

The Sheriff, Air Operations Supervisor/PIC shall be the sole authority in determining if a deployment is no longer productive or if the deployment has become too dangerous for pilot, crew or aircraft. When possible, this decision will be done in consultation with the Chief of Police/Agency Contact or his/her designee, who may likewise make a decision to terminate the deployment for any reason.

##### *4. Command*

The Air Operations Unit will be commanded by a member of the Pierce County Sheriff's Department. Operational direction for the unit will come from the Air Operations Supervisor. Tactical direction will be from the Incident Commander at the scene of the incident in conjunction with the Air Operations Supervisor/PIC. However, the Chief of Police/Agency Contact, Sheriff or his/her designee retain the authority to discontinue the deployment at their discretion.

##### *5. Information Available to Chief of Police/Agency Contact*

The supervisor of the Air Operations Unit/PIC or another person in command shall periodically inform the Chief of Police/Agency Contact or his/her designee of progress in the operation to the extent practical in light of communications availability and tactical considerations.

##### *6. Community Liaison*

The Pierce County Sheriff's Department and the utilizing agency shall jointly share the responsibility to liaison with the community both during and after mobilization. Both parties agree to provide necessary personnel for this purpose.

7. *Miscellaneous Costs*

The Pierce County Sheriff's Department shall assume responsibility for damage to their equipment, which may occur coincident to the mobilization and response provided, however, that damage caused by the negligence of any other party shall be the responsibility of that party. Damage which shall occur to property as a consequence of the Air Operations Unit shall be the responsibility of Pierce County.

8. *Media*

The Public Information Officer of the Pierce County Sheriff's Department shall be the contact person for handling news media inquiries during the course of the mobilization and while the unit is deployed. This contact will be made, whenever possible, after consultation with the Chief of Police/Agency Contact or his/her designee. When the unit is no longer deployed, responsibility for news media contact will remain with the Chief of Police/Agency Contact unless the Chief/Agency Contact requests and the Sheriff approves that the Sheriff's Department Public Information Officer will continue as liaison.

## **Hazardous Devices Unit**

### *1. Criteria for Mobilization*

The Chief of Police/Agency Contact or his/her designee shall have the authority to request a Hazardous Devices Unit response. The County shall provide a person or persons to whom the request will be made. Response will be made unless the Command Duty Officer/designee or Hazardous Devices Unit supervisor determines, based on information received and other conditions (e.g. exceptional character of the device), that mobilization would create undo danger or not serve as a bona fide law enforcement purpose related to standard use of the Hazardous Devices Unit.

### *2. Mobilization*

The Hazardous Devices Unit supervisor shall have the sole authority to determine the nature, size, duration and configuration of any mobilization.

### *3. Authority for Stand-down/De-mobilization*

The Hazardous Devices Supervisor shall have the sole authority to determine the nature, size, and duration of any Hazardous Devices Unit mobilization. This will be done in consultation with the Chief of Police or his/her designee.

### *4. Command*

The Hazardous Devices Unit will be commanded by a member of the Pierce County Sheriff's Department. Operational direction for the unit will come from the person in command at the scene of the incident. However, the Chief of Police/Agency Contact or his designee will have authority to discontinue the deployment.

### *5. Information Available to Chief/Agency Contact*

The supervisor of the Hazardous Devices Unit or another person in command shall be expected to periodically inform the Chief of Police/Agency Contract or his/her designee of progress in the operation to the extent practical in light of communications availability and tactical considerations.

### *6. Community Liaison*

The Pierce County Sheriff's Department and the City Police Department/Agency shall jointly share the response of liaison with the community both during and after mobilization. Both parties agree to provide necessary personnel to be available for contacts with the community.

### *7. Miscellaneous Costs*

The Pierce County Sheriff's Department shall assume responsibility for damage to their equipment, which may occur coincident to the mobilization and response provided, however, that damage caused by the negligence of any other party shall be the responsibility of that party. Damage which shall occur to property as a consequence of the Hazardous Devices Unit (e.g. damage to suspicious packages, damage due to primary or secondary devices) shall not be the responsibility of Pierce County.

## *8. Media*

The Public Information Officer of the Pierce County Sheriff's Department shall be the contact person for handling news media inquiries during the course of the mobilization while the Unit is deployed. This contact will be made, whenever possible, after consultation with the Chief of Police/Agency Contact or his/her designee. When the unit is no longer deployed, responsibility for news media contact will rest with the Chief of Police/Agency Contact unless the Chief requests and the Sheriff approves that the Sheriff Department Public Information Officer will continue as liaison.

## **SWAT**

### *1. Command*

The SWAT Team will be commanded by a member of the Pierce County Sheriff's Department. No other person shall provide command regardless of their rank or position. Provided, however, that the Chief of Police/Agency Contact or his/her or designee shall have the authority to require the discontinuance of the deployment of the SWAT Team.

### *2. Command Post*

The configuration of the Command Post will be determined by the SWAT Commander. Consideration will be made to include the Chief of Police/Agency Contact or his/her designee.

### *3. Criteria for Mobilization*

The Chief of Police or his/her designee shall have the authority to request a SWAT response. The County shall provide a person or persons to whom the request may be made. Response shall be made unless the SWAT Commander determines, based upon the information received, that mobilization of the SWAT Team would create undo danger and would not serve any bona fide law enforcement purpose related to standard use of SWAT.

### *4. Mobilization*

The SWAT commander shall have the sole authority to determine the nature, size, duration and configuration of any mobilization.

### *5. Authority for Stand down/De-mobilization*

The SWAT Commander shall have the sole authority to determine issues of Stand down or de-mobilization; provided however that the Chief of Police/Agency Contact or his/her designee shall have the authority to require the discontinuance of the SWAT response.

### *6. Community Liaison*

The Pierce County Sheriff's Department and the City/Agency police department shall jointly share the response of liaison with the community both during and after a SWAT mobilization. Both parties agree to provide all necessary personnel to be available for community meetings or other necessary contacts with the community.

### *7. Miscellaneous Costs*

The Pierce County Sheriff's Department shall assume responsibility for damage to their equipment firearms and gear which shall occur coincident to the SWAT call, mobilization and response; provided, however, that damage caused by the negligence of any other party shall be the responsibility of that party. Damage which shall occur to property as a consequence of the SWAT call (e.g. damage to doors in entry, damage due to discharge of weapons, flash devices, or other explosives, etc.) Shall be the responsibility of the Pierce County Sheriff's Department. The City/Agency shall be responsible for any cost involved in providing meals, lodging or the mobilization of the SWAT Team.

### *8. Media*



The Public Information Officer of the Pierce County Sheriff's Department shall be the contact person for handling all media inquiries during the course of mobilization and shall coordinate all response to the media relative to the SWAT call. This contact will be made, whenever possible, after consultation with the Chief of Police/Agency Contact or his/her designee.

When the unit is no longer deployed, responsibility for news media contact will rest with the Chief of Police/Agency Contact unless the Chief requests that the Sheriff Department Public Information Officer will continue as liaison.

## **CANINE (K-9)**

### *1. Criteria for Mobilization*

The Chief of Police/Agency Contact or his/her designee shall have the authority to request a K-9 Unit response. The County shall provide a person or persons to whom the request will be made. Response will be made unless the Command Duty Officer/designee or K-9 Unit deputy determines, based on information received and other conditions (e.g. inordinate danger to the dog), that mobilization would create undue danger or not serve as a bona fide law enforcement purpose related to standard use of the K-9 Unit.

### *2. Mobilization*

The K-9 Unit deputy shall have the sole authority to determine the nature, size, duration and configuration of any mobilization.

### *3. Authority for Stand-down/De-mobilization*

The K-9 Unit deputy shall have the sole authority to determine the nature, size, duration of any K-9 Unit de-mobilization. This will be done in consultation with the Chief of Police/Agency Contact or his/her designee.

### *4. Command*

The K-9 Unit deployment will be commanded by a member of the Pierce County Sheriff's Department. Operational direction for the unit will come from the person in command at the scene of the incident. However, the Chief of Police/Agency Contact or his designee will have authority to discontinue the deployment.

### *5. Information Available to Chief*

The K-9 Unit will be deployed in conjunction with units of the requesting agency. The report generated by the K-9 Unit deployed will be available to the requesting agency.

### *6. Community Liaison*

The Pierce County Sheriff's Department and the City Police Department/Agency shall jointly share the response of liaison with the community both during and after mobilization. Both parties agree to provide necessary personnel to be available for contacts with the community.

### *7. Miscellaneous Costs*

The Pierce County Sheriff's Department shall assume responsibility for damage to equipment and any injury to dog which occurs co-incident to the mobilization and deployment; provided, however, that damage caused by the negligence of any other party shall be the responsibility of that party.

Damage which shall occur to property as a consequence of the K-9 deployment (e.g. broken fences) shall be the responsibility of the Pierce County Sheriff's Department.

Liability arising from deployment of the K-9 unit including dog bites will be shared by Pierce County and the requesting agency.

8. *Media*

The Public Information Officer of the Pierce County Sheriff's Department shall be the contact person for handling news media inquiries during the course of the mobilization while the Unit is deployed. This contact will be made, whenever possible, after consultation with the Chief of Police /Agency Contact or his/her designee. When the unit is no longer deployed, responsibility for news media contact will rest with the Chief of Police/Agency Contact unless the Chief requests and the Sheriff approves that the Sheriff Department Public Information Officer will continue as liaison.

## **Marine Services Unit**

### *1. Criteria for Mobilization*

The Chief of Police/Agency Contact or his/her designee shall have the authority to request a Marine Services Unit response. The County shall provide a person or persons to whom the request will be made. Response will be made unless the Command Duty Officer or his/her designee determines, based on information received and other conditions (e.g. weather), that mobilization would create undue danger or would not serve a bona fide law enforcement purpose related to standard use of the Marine Services Unit.

### *2. Mobilization*

The Marine Services Unit supervisor or his/her designee shall have the sole authority to determine the nature, size, duration and configuration of any mobilization.

### *3. Authority for Stand Down/Demobilization*

The Marine Services Unit supervisor shall have the sole authority to determine the nature, size and duration of any Marine Services Unit de-mobilization. This will be done in consultation with the Chief of Police/Agency Contact or his/her designee.

### *4. Command*

The Marine Services Unit will be commanded by a member of the Pierce County Sheriff's Department. Operational direction for the unit will come from the person in command at the scene of the incident. However, the Chief of Police/Agency Contact or his/her designee will have authority to discontinue the deployment.

### *5. Information Available to Chief or Agency Contact*

The supervisor of the Marine Services Unit shall be expected to periodically inform the Chief of Police/Agency Contact or his/her designee of progress in the operation to the extent practical in light of communications availability and tactical considerations.

### *6. Community Liaison*

The Pierce County Sheriff's Department and the City Police Department/Agency shall jointly share the response of liaison with the community both during and after mobilization. Both parties agree to provide necessary personnel to be available for contacts with the community.

### *7. Miscellaneous Costs*

The Pierce County Sheriff's Department shall assume responsibility for damage to its equipment, which may occur coincident to the mobilization and response provided. However, that damage caused by the negligence of any other party shall be the responsibility of that party. Damage which shall occur to property as a consequence of the Marine Services Unit shall be the responsibility of Pierce County.

### *8. Media*

The Public Information Officer of the Pierce County Sheriff's Department shall be the contact person for handling news media inquiries during the course of the mobilization while the Marine

Services Unit is deployed. This contact will be made, whenever possible, after consultation with the Chief of Police/Agency Contact or his/her designee. When the unit is no longer deployed, responsibility for news media contact will rest with the Chief of Police/Agency Contact unless the Chief/Contact requests and the Sheriff approves that the Sheriff Department Public Information Officer will continue as liaison.

## **Dive Team**

### *1. Criteria for Mobilization*

The Chief of Police/Agency Contact or his/her designee shall have the authority to request a Dive Team Response. The County shall provide a person or persons to whom the request will be made. Response will be made unless the Command Duty Officer/designee or determines, based on information received and other conditions, that mobilization would create undo danger or not serve as a bona fide law enforcement purpose related to standard use of the Dive Team.

### *2. Mobilization*

The Dive Team Commander or his/her designee, shall have the sole authority to determine the nature, size, duration and configuration of any mobilization.

### *3. Authority for Stand-down/De-mobilization*

The Dive Team Commander, or his/her designee shall have the sole authority to determine if a deployment is no longer productive or if the deployments' risks outweigh the benefit of the operation. When possible, this decision will be done in consultation with the Chief of Police/Agency Contact or his/her designee. The Chief of Police/Agency Contact or his/her designee may likewise make the decision to terminate the deployment of the Dive Team and may do so irrespective of reason.

### *4. Command*

The Dive Team will be commanded by a member of the Pierce County Sheriff's Department. Operational direction for the unit will come from the person in command at the scene of the incident. However, the Chief of Police/Agency Contact or his designee will have authority to discontinue the deployment.

### *5. Information Available to Chief or Agency Contact*

The Dive Team Commander, or his/her designee, shall be expected to periodically inform the Chief of Police/Agency Contact or his/her designee of the progress of the operation to the extent it is practical in light of communications available and tactical considerations.

### *6. Community Liaison*

The Pierce County Sheriff's Department and the City Police Department/Agency shall jointly share the response of liaison with the community both during and after mobilization. Both parties agree to provide necessary personnel to be available for contacts with the community.

### *7. Miscellaneous Costs*

The Pierce County Sheriff's Department shall assume responsibility for damage to their Equipment which may occur coincident to the mobilization and response provided, however, that damage caused by the negligence of any other party shall be the responsibility of that party. Damage which shall occur to property as a consequence of the Dive Team shall be the responsibility of Pierce County.

The jurisdiction requesting Dive Team response shall be responsible for any cost involved in providing meals, lodging, or the mobilization of the Dive Team.

8. *Media*

The Public Information Officer of the Pierce County Sheriff's Department shall be the contact person for handling news media inquiries during the course of the mobilization while the Dive Team is deployed. This contact will be made, whenever possible, after consultation with the Dive Team Commander and/or the Chief of Police/Agency Contact or his/her designee.

When the unit is no longer deployed, responsibility for news media contact will rest with the Chief of Police/Agency Contact unless the Chief/Agency Contact requests and the Sheriff approves that the Sheriff Department Public Information Officer will continue as liaison.

## **Major Crime Investigations**

Jurisdictions which choose the "hourly" costing model will be able to request major crimes investigations at the hourly rate noted on the basis of resources available.

Jurisdictions which choose the "per capita" costing model in this area will be accessing response to homicides or aggravated assaults likely to become homicides.

### *1. Criteria for Mobilization*

The Chief of Police/Agency contact or his/her designee shall have the authority to request a major crime investigation. The County shall provide a person or persons to whom the request will be made.

### *2. Mobilization*

The commander of Criminal Investigations or his/her designee shall have the sole authority to determine the nature, size, duration and configuration of any mobilization.

### *3. Authority for Stand-down/De-mobilization*

The Commander of Criminal Investigations or his/her designee shall have the sole authority to determine the nature, size, duration of any major crime investigation. This will be done in consultation with the Chief of Police/Agency Contact or his/her designee.

### *4. Command*

The major crime investigation will be commanded by a member of the Pierce County Sheriff's Department. Operational direction for the unit will come from the person in command at the scene of the incident. However, the Chief of Police/Agency Contact or his designee will have authority to discontinue the deployment.

### *5. Information Available to Chief*

The commander of Criminal Investigations or lead detective shall be expected to periodically inform the Chief of Police/Agency Contact or his/her designee of progress in the operation to the extent practical in light of communications availability and tactical considerations.

### *6. Community Liaison*

The Pierce County Sheriff's Department and the City Police Department/Agency shall jointly share the response of liaison with the community both during and after the investigation. Both parties agree to provide necessary personnel to be available for contacts with the community.

### *7. Miscellaneous Costs*

The Pierce County Sheriff's Department shall assume responsibility for damage to their equipment, which may occur coincident to the mobilization and response provided, however, that damage caused by the negligence of any other party shall be the responsibility of that party. Damage which shall occur to property as a consequence of the unit shall be the responsibility of Pierce County. Costs associated with extra-ordinary forensic analysis will be negotiated with the Chief of Police/Agency Contact.



8. *Media*

Media relations on major criminal investigations will be jointly handled by the Chief/Agency Contact and the Sheriff's Department Public Information Officer with agreement between parties as to primary contact. Contact with the media by the Sheriff's Department Public Information Officer, when such contact is made will be made, whenever possible, after consultation with the Chief of Police/Agency Contact or his/her designee.

## **Internal Affairs**

### *1. Criteria for Requesting an Internal Affairs Investigation or Assistance in conducting an Internal Investigation*

The Chief of Police/Agency Contact or his/her designee shall have the authority to request an Internal Affairs investigation by contacting the IA Supervising Lieutenant, or designated Detective Sergeant in the absence of the Lieutenant, to make a formal written request documenting the justification and reason for the request.

### *2. Mobilization*

The Sheriff or his/her designee in conjunction with the IA Investigations Supervisor shall have the sole authority to determine the nature, size, duration and configuration of any investigation. (See the Sheriff's Department Lexipol Policy regarding Internal Investigations Procedures.)

### *3. Authority for Completion of an Investigation*

The Sheriff or his/her designee shall be the sole authority in determining if an investigation is no longer productive or is completed to meet the standards accepted by the Sheriff's Department. When possible, this decision will be done in consultation with the Chief of Police/Agency Contact or his/her designee, who may likewise make a decision to accept the investigatory files as presented by the Internal Affairs Unit.

### *4. Conclusion of Investigation*

The Internal Investigations Unit will provide documentation of their investigation in a timely manner to the Chief of Police/Agency Contact or his/her designee to include all data and investigative summaries. Internal Affairs does not provide a recommendation based on the data. That responsibility is the sole responsibility of the agency requesting the investigation.

### *5. Information Available to Chief of Police/Agency Contact*

The supervisor of the Internal Affairs Unit shall periodically inform the Chief of Police/Agency Contact or his/her designee of progress in the investigation and timeline for conclusion.

### *6. Miscellaneous Costs*

The Pierce County Sheriff's Department shall assume responsibility for costs arising from the investigation for normally incurring actions such as transcriptions, recordings and investigative field work.

### *7. Media*

The Public Information Officer of the Pierce County Sheriff's Department shall be the contact person for handling news media inquiries during the course of the investigation. This contact will be made, whenever possible, after consultation with the Chief of Police/Agency Contact or his/her designee. When the IA unit is no longer involved, responsibility for news media contact will remain with the Chief of Police/Agency Contact unless the Chief/Agency Contact requests and the Sheriff approves that the Sheriff's Department Public Information Officer will continue as liaison.

## FIRCREST CITY COUNCIL AGENDA SUMMARY

**NEW BUSINESS:** Sewer Main Pipe Bursting Construction Contract Award

**ITEM:** 13F

**DATE:** September 10, 2024

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

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**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_\_, authorizing the City Manager to execute a Public Works contract with Pacific Trenchless Inc./Budget Sewer for a pipe bursting project to upgrade the sewer main at the 500 block of Buena Vista Avenue in the amount of \$132,360.00, including sales tax.

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**PROPOSAL:** The Council is being asked to authorize the City Manager to approve a construction contract for the Pipe Bursting Upgrade Project on the 500 block of Buena Vista Avenue to Pacific Trenchless Inc./Budget Sewer in the amount of \$132,360.00. Pacific Trenchless Inc. was the successful low bidder and meets all necessary qualifications. They are also the only vendor who utilizes the pneumatic pipe bursting method. The construction phase of this project is expected to be completed within 60 calendar days from the approval of the contract.

**FISCAL IMPACT:** The bid award amount is \$132,360.00, including tax. Funding for this project is included in the 2024 Adopted Budget in the Sewer Capital Fund.

**ADVANTAGES:** Upgrading this sewer mainline will provide much-needed repairs to the existing compromised piping and connections and will also help prevent future sewer main backups.

**DISADVANTAGES:** None.

**ALTERNATIVES:** None identified at this time.

**BACKGROUND:** Backyard pipe bursting has been the method of repairing old sewer mains located in backyards in the City of Fircrest since 2013. Studies were conducted by three engineering firms – BHC, Morrissette and Associates, and HCWL – in 2009 and 2010 to determine the most feasible and cost-efficient way to repair and improve backyard sewer mains within the City. The studies, along with feedback from residents affected by the project, concluded that moving the sewer mains from backyards to the streets was not the best option. As a result, in 2013, the City introduced a new process called pipe bursting to replace the old sewer mains in backyards. The first project was completed on the 400 block of Alameda. Since then, the City's Sewer Division has continued to replace backyard sewer mains each year using the pipe bursting process.

**ATTACHMENTS:** [Resolution](#)  
[Public Works Contract](#)  
[Vendor Quotes](#)

**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  
PACIFIC TRENCHLESS INC. / BUDGET SEWER FOR THE PIPE  
BURSTING UPGRADE PROJECT ON THE 500 BLOCK OF BUENA  
VISTA AVENUE.**

**WHEREAS**, the City of Fircrest owns, operates, and maintains its sewer conveyance system; and

**WHEREAS**, funding for the Sewer Main Pipe Bursting Project is included in the Sewer Capital Fund in the 2024 Adopted Budget; and

**WHEREAS**, Pacific Trenchless Inc. / Budget Sewer was the lowest responsible bidder for this project; and

**WHEREAS**, the City desires to enter into a Public Works contract with Pacific Trenchless Inc. / Budget Sewer to perform the construction work necessary to complete the pipe bursting upgrade 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 Pacific Trenchless Inc. / Budget Sewer for the pipe bursting upgrade project on the 500 block of Buena Vista Avenue in the amount of \$132,360.00, including tax.

**Section 2.** This Resolution shall become effective upon adoption.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON**, at a regular meeting thereof this 10th day of September 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 CONTRACT, hereinafter referred to as the "Contract," is entered into this 10th day of September 2024 by and between the **City of Fircrest**, a political subdivision of the State of Washington and hereinafter referred to as the "City," and **Pacific Trenchless Inc./Budget Sewer**, 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 **500 block of Buena Vista Sewer Main Pipe Bursting 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 within 60 calendar days of the approval of the contract.

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 Pipe Bursting Project shall not exceed \$132,360.00, 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 September 10, 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**

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

**APPROVED AS TO FORM:**

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

**PACIFIC TRENCHLESS INC. / BUDGET SEWER**

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

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

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

**ATTEST:**

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

## **EXHIBIT A**

The City of Fircrest Sewer Pipe Bursting Project will include the following:

1. Replace 450 feet of 6-inch HDPE pipe by pneumatic pipe-bursting. This includes installing five (5) side sewer service connections and one (1) lamp hole (access point) on the sewer main connection at approximately the 500 block of Buena Vista Avenue and Alameda Avenue.
2. Install one (1) lamp hole at the connection point between the 6-inch concrete pipe and the sewer main at approximately 545 Buena Vista Avenue.
3. Install 35 feet of 6-inch HDPE pipe by pneumatic pipe-bursting, connecting to a Y-joint near the sidewalk. This includes one (1) lamp hole at the connection point with the sewer main near 531 Buena Vista Avenue.
4. Replace 30 feet of 6-inch pipe from a cleanout in the backyard to a connection in the manhole at approximately 457 Berkeley Avenue by pneumatic pipe-bursting.
5. Following completion of the pipe bursting work, the contractor will ensure each site is paved back with HMA (hot mix asphalt).



**Paul Honeyman**

Pacific Trenchless Inc. / Budget Sewer

3218 NW 59th St

Seattle, WA 98107

### **City of Fircrest Sewer Replacement**

08/27/2024

Submitted to Jeff Davis

#### **Overview**

The City of Fircrest sewer replacement project will take place around the 500 block of Buena Vista and Alameda and include pipe bursting and installation of approximately 450 feet of sewer main and the reconnection of 5 services.

Item #1: 450' of 6" pipe bursting in 500 block of Buena Vista and Alameda

Item #2: Lamp pole installation at 545 Buena Vista

Item #3: 40' of 6" pipe bursting at 531 Buena Vista

Item #4: 30' of 6" pipe bursting at 457 Berkeley Ave

#### **Bid**

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**Total - \$120,000**

Thanks,

Paul Honeyman

(206)381-1904

paul@budgetsewer.com

# Warden Construction LLC

20613 209th Ave S.E  
Monroe, Wa 98272  
License # WARDECL906R9  
206-778-8384  
rywarden@hotmail.com

# Estimate

Estimate No: 616  
Date: 08/25/2024

For: City of Fircrest (CO Jeff Davis)

| Description  | Amount        |
|--|---------------|
| Approximate job location;<br>500 block of Buena Vista and Alameda: Pipe burst 450' of HDPE 6" pipe bursting including 5 side sewer service connections.<br><br>(1) Lamp hole located on the sewer main connection in the street. |               |
| Approximate job location;<br>545 Buena Vista<br>Install (1) lamp hole to 6" concrete connection point on sewer main in street.   |               |
| Approximate job location;<br>531 Buena Vista: Install 35' of 6" HTPPE by pipe bursting, connecting to a "Y" inside sidewalk (1) lamp hole on connection point to sewer main in street  |               |
| Approximate job location;<br>457 Berkeley Ave: In backyard 6" pipe burst from cleanout in yard to connecting pipe channel in manhole approximately 30' long.   | \$170,377.00* |
| City of Fircrest sales tax @ 10.1%<br>\$17,208.07  | \$17,208.07*  |
| *Indicates Non-taxable item  |               |
| Subtotal   | \$187,585.07  |
| Total  | \$187,585.07  |
| Total  | \$187,585.07  |



# Estimate

## Bartee Co. Construction

8216 144th Dr SE  
 Snohomish, WA 98290  
[BARTEECOCONSTRUCTION@GMAIL.COM](mailto:BARTEECOCONSTRUCTION@GMAIL.COM)  
 206.945.0532

Date of Invoice: 8/25/24  
 Invoice #: 1408  
 Customer ID: Fircrest  
 Tax Rate: 10.00%

To: City of Fircrest  
 ATTN: Jeff Davis  
[jeffd@cityoffircrest.net](mailto:jeffd@cityoffircrest.net)  
 253.238.4137

## Pipe Bursting projects\_2024

| Date of Service | Qty | Item # | Description   | Unit Price | Line Total    |
|-----------------|-----|--------|---|------------|---------------|
| TBD             |     |        | Install 450' of HTPE 6" by pipe bursting w/<br>5 service connections, 1 lamp hole located<br>on sewer main connection in street |            |               |
| TBD             |     |        | 35' of 6" HTPE by pipe bursting connection<br>to Y inside of sidewalk   |            |               |
| TBD             |     |        | 1 lamp hole on connection point to sewer<br>main in street  |            |               |
| TBD             |     |        | 6" pipe burst from cleanout in yard to<br>connecting pipe channel in manhole  |            |               |
|                 |     |        |   |            | \$ 190,000.00 |
|                 |     |        |   |            | \$ 190,000.00 |
|                 |     |        |   |            | 19,000.00     |
|                 |     |        |   |            | \$ 209,000.00 |

Bartee Co. Construction LLC  
 Thank you for your business!

8216 144th Dr. SE Snohomish, WA 98290 206.945.0532