

**FIRCREST CITY COUNCIL
REGULAR MEETING AGENDA**

**TUESDAY, NOVEMBER 26, 2024
7:00 P.M.**

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

Pg.#

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. PRESIDING OFFICER'S REPORT
 - A. [Proclamation: Veteran's Day](#) 3
5. CITY MANAGER COMMENTS
 - A. [Motion: City Building Closures](#) 4
6. DEPARTMENT HEAD COMMENTS
7. COUNCILMEMBER COMMENTS
8. PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA (If you would like to make a public comment, you may speak at the appropriate time using the raise your hand feature or by pressing *9 on your phone.)
9. COMMITTEE, COMMISSION & LIAISON REPORTS
 - A. Parks, Recreation, and Sustainability
 - B. Police/Public Safety and Court
 - C. Public Works
 - D. Pierce County Regional Council
 - E. Other Liaison Reports
10. CONSENT CALENDAR
 - A. Approval of [vouchers](#)/payroll checks 5
 - B. [Slice Garden Liquor License Application](#) 15
[Spring Lake Cafe Liquor License Renewal](#) 17
[Fircrest Bottle Shop Liquor License Renewal](#) 18
There were no objections registered for the approval of these liquor licenses.
 - C. Approval of Minutes: [October 22, 2024, Regular Meeting](#) 20
[November 04, 2024, Regular Meeting](#) 24
11. PUBLIC HEARING
 - A. [To Receive Comments on a Proposed Water Rate Adjustment](#) 26
12. UNFINISHED BUSINESS
13. NEW BUSINESS
 - A. [Resolution: Middle Housing Ad Hoc Committee Formation](#) 34
 - B. [Motion: Confirmation of Middle Housing Ad Hoc Committee Appointments](#) 36
 - C. [Ordinance: Salaries of Non-Union Employees, Including Casual and Seasonal Employees](#) 37
 - D. [Resolution: Changing the Date of 12/24/24 Regular Meeting](#) 42
 - E. [Resolution: Apex Engineering Contract Amendment #9](#) 44
 - F. [Resolution: CivicPlus Website Contract](#) 48
 - G. [Resolution: City Hall Columns Repair Contract](#) 84
 - H. [Resolution: Wellhouse #8 Repair Contract](#) 93
 - I. [Ordinance: 2024 Budget Amendment #3 – First Reading](#) 102
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

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



PROCLAMATION OF THE CITY COUNCIL

WHEREAS, the history of the United States is rich with the deeds of those Fircrest residents that have served in our Armed Forces with honor and distinction; and

WHEREAS, an Act, approved May 13, 1938, made the 11th of November of each year a legal holiday and was known as "Armistice Day"; and

WHEREAS, in 1954, after World War II and the Korean War, the 83rd Congress amended the Act by replacing "Armistice" with "Veterans," and the first Veterans Day Proclamation was issued on October 8th by Dwight D. Eisenhower to pay homage to all veterans, who have contributed to the preservation of this great nation; and

WHEREAS, today, we recognize these courageous men and women who represent the best our nation and community have to offer, and with their service, these veterans have proven that America's freedoms are worth protecting; and

WHEREAS, it is therefore fitting that we honor all Americans who have served in the military and that we encourage those who will serve our nation in the future; and

WHEREAS, we honor the brave men and women who have secured our freedoms over the centuries through their service to our country at home and abroad.

NOW, THEREFORE, WE, MAYOR AND COUNCILMEMBERS of the City of Fircrest, do hereby proclaim November 11, 2024, as Veterans Day, a day for honoring our Veterans in our city and encouraging our community to celebrate with us.

Passed this 26th day of November 2024

Shannon Reynolds, Mayor



To: Mayor and City Council
From: Dawn Masko, City Manager
Date: November 26, 2024
Subject: City Building Closures

The City Council is being asked to pass the following motions:

- 1. I move to close all City buildings on December 6, 2024, from 11:30 A.M. to 1:30 P.M. for the annual City Wellness Lunch.**

The Wellness Committee proudly sponsors the annual City Employee Wellness lunch, which is a vibrant event designed to foster camaraderie and enhance morale.

- 2. I move to close all City buildings at 12:00 PM on December 24, 2024, to allow City staff to spend Christmas Eve with their families.**

It has been the City's practice to close all City buildings at noon on Christmas Eve. To accommodate this extended closure, employees may utilize vacation time or flex their hours accordingly.

- 3. I move to close all City buildings at 3:00 PM on December 31, 2024, to allow City staff to safely celebrate New Year's Eve with their families.**

It has been the City's practice to close all City buildings at 3:00 PM on New Year's Eve to allow employees to safely drive home before impaired drivers are on the road. To accommodate this extended closure, employees may utilize vacation time or flex their hours accordingly.

All buildings will have a sign on the doors in advance of the closures. We will also list closures on the City's website, reader board, and social media pages.

ACCOUNTS PAYABLE

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
33702	11/18/2024	11/26/2024	4298 AWC Employee Benefit Trust	775.14	12/2024 Retired Medical
	521 22 20 01	LEOFF I Medical Premiums	001 000 521 General Fund	775.14	12/2024 Retired Medical
33655	11/18/2024	11/26/2024	3647 Agrishop, Inc	63.09	Backpack Blower Repairs
	576 80 31 02	Oper Supplies - Parks	001 000 576 General Fund	63.09	Backpack Blower Repairs
33657	11/18/2024	11/26/2024	6811 Alarm Works NW LLC	137.63	Door System Repair
	518 30 48 01	Rep & Maint - Rec Bldg	001 000 518 General Fund	137.63	Door System Repair
33499	10/25/2024	11/26/2024	10924 Alptekin, Yasemin	196.90	Turkish Interpreting (2 hrs) 24CR52724
	512 52 41 03	Prof Srvs - Interpreter - RMC	001 000 512 General Fund	196.90	Turkish Interpreting (2 hrs) 24CR52724
33722	11/19/2024	11/26/2024	10562 Amazon Capital Services	50.65	Laptop Battery
	511 60 35 00	Small Tools & Equip - Legisl	001 000 511 General Fund	50.65	Laptop Battery
33729	11/20/2024	11/26/2024	3719 American Public Work Assn	895.00	Annual Dues APWA 09/01/24 - 8/31/25
	531 50 49 05	Dues/Member/Subscriptions:	415 000 531 Storm Drain	223.75	Annual Dues APWA 09/01/24 - 8/31/25
	534 10 49 03	Dues/Member/Subscriptions:	425 000 534 Water Fund (dep	223.75	Annual Dues APWA 09/01/24 - 8/31/25
	535 10 49 02	Dues/Member/Subscriptions:	430 000 535 Sewer Fund (dep	223.75	Annual Dues APWA 09/01/24 - 8/31/25
	542 30 49 03	Dues/Member/Subscriptions:	101 000 542 City Street Fund	223.75	Annual Dues APWA 09/01/24 - 8/31/25
33695	11/18/2024	11/26/2024	10245 Amundsen, Wendy	78.00	Library Reimbursement - 1 Year
	572 21 49 00	Library Services	001 000 572 General Fund	78.00	Library Reimbursement - 1 Year
33688	11/18/2024	11/26/2024	4281 Builders Exchange Of Washington Inc	45.00	P#82 Electron Way & Contra Costa Intersection - Submittal for Advertisement for Bids
	595 32 63 01	Street Improvements	101 000 542 City Street Fund	45.00	P#82 Electron Way & Contra Costa Intersection - Submittal for Advertisement for Bids
33665	11/18/2024	11/26/2024	10229 Casey Civil	2,025.00	P#68 44th St. Lift Station Professional Svcs. thru October 2024
	594 35 63 03	Project Engineering - Sewer	432 000 594 Sewer Improver	2,025.00	P#68 44th St. Lift Station Professional Svcs. thru October 2024
33700	11/18/2024	11/26/2024	5805 CenturyLink (Lumen LD)	10.45	Long Distance Access & Usage 11/2024
	518 10 42 00	Communication - Non Dept	001 000 518 General Fund	10.45	Long Distance Access & Usage 11/2024
33701	11/18/2024	11/26/2024	3994 CenturyLink	511.71	Telecommunications - November 2024

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518 10 42 00	Communication - Non Dept	001 000 518	General Fund	135.71	City Hall Alarm & Fax (2) - 11/2024
521 22 42 00	Communication - Police	001 000 521	General Fund	265.76	Police BA/Modem & Fax - 11/2024
531 50 42 00	Communication - Storm	415 000 531	Storm Drain	11.31	PW Alarm - 11/2024
534 10 42 00	Communication - Water Adr	425 000 534	Water Fund (de	11.31	PW Alarm - 11/2024
534 10 42 00	Communication - Water Adr	425 000 534	Water Fund (de	32.50	PW DSL/Telemetry - 11/2024
535 10 42 01	Communication - Sewer Adr	430 000 535	Sewer Fund (de	11.31	PW Alarm - 11/2024
535 10 42 01	Communication - Sewer Adr	430 000 535	Sewer Fund (de	32.50	PW DSL/Telemetry - 11/2024
542 30 42 00	Communication - Street Reg	101 000 542	City Street Fund	11.31	PW Alarm - 11/2024
33718	11/19/2024 11/26/2024 4313	Chuckals Inc		353.46	Office Supplies - Calendars
512 51 31 00	Office & Oper Sup - Court	001 000 512	General Fund	40.25	Office Supplies - Calendars
513 10 31 00	Office & Oper Sup - Admin	001 000 513	General Fund	40.25	Office Supplies - Calendars
518 10 34 01	Office Supplies - Central	001 000 518	General Fund	33.98	Office Supplies - Calendars
518 30 31 00	Oper Supplies - Facilities	001 000 518	General Fund	40.35	Office Supplies - Calendars
521 22 31 00	Office & Oper Sup - Police	001 000 521	General Fund	32.97	Office Supplies - Calendars
524 20 31 00	Office & Oper Sup - Building	001 000 524	General Fund	9.24	Office Supplies - Calendars
531 50 31 01	Office Supplies - Storm	415 000 531	Storm Drain	5.71	Office Supplies - Calendars
534 10 31 00	Office Supplies - Water Adm	425 000 534	Water Fund (de	5.71	Office Supplies - Calendars
535 10 31 00	Office Supplies - Swr Admin	430 000 535	Sewer Fund (de	5.71	Office Supplies - Calendars
542 30 31 01	Office Supplies - Street Reg	101 000 542	City Street Fund	5.70	Office Supplies - Calendars
558 60 31 00	Office & Oper Sup - Plannin	001 000 558	General Fund	9.25	Office Supplies - Calendars
571 10 31 00	Office Supplies - Rec	001 000 571	General Fund	124.34	Office Supplies - Calendars
33699	11/18/2024 11/26/2024 4324	City Treasurer-Tacoma		69,221.50	Fire Service Contract (12/01/2024-12/31/2024)
522 20 40 00	Tacoma Contract - Fire	001 000 522	General Fund	21,886.75	Fire - 12/2024
522 20 41 00	Tacoma Contract - EMS	001 000 522	General Fund	47,334.75	EMS - 12/2024
33712	11/19/2024 11/26/2024 10941	CivicPlus, LLC		3,926.00	Web Design Package
518 81 41 02	Web Design & Maintenance	001 000 518	General Fund	3,926.00	Web Design Package
33678	11/18/2024 11/26/2024 2346	Conitz, Cass		78.00	Library Reimbursement - 1 Year (Cass)
572 21 49 00	Library Services	001 000 572	General Fund	78.00	Library Reimbursement - 1 Year (Cass)
33659	11/18/2024 11/26/2024 3573	Copiers Northwest Inc		36.01	Copier Usage 10/01/24-10/31/24
521 22 45 00	Oper Rentals - Copier - Polic	001 000 521	General Fund	36.01	Copier Usage 10/01/24-10/31/24
33666	11/18/2024 11/26/2024 3573	Copiers Northwest Inc		74.99	Printer Usage 09/28/24-10/28/24
521 22 45 00	Oper Rentals - Copier - Polic	001 000 521	General Fund	74.99	Printer Usage 09/28/24-10/28/24

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			Total Copiers Northwest Inc	111.00	
33721	11/19/2024	11/26/2024 10943	Creative Custom Construction LLC	12,000.00	P#83 Parks Maintenance Facility Upgrade Progress Billing
	594 76 62 00	Buildings & Structures - Parl	001 000 576 General Fund	12,000.00	P#83 Parks Maintenance Facility Upgrade Progress Billing
33728	11/20/2024	11/26/2024 3589	Databar Inc	2,288.25	Town Topics - Statement Production - October 2024, Postage, Town Topics
	518 10 49 01	Town Topics/Citizen Commu	001 000 518 General Fund	127.88	October 2024 Town Topics Insert
	531 50 42 01	Postage - Storm	415 000 531 Storm Drain	328.85	October 2024 UB Postage
	531 50 49 06	Mailing Service - Storm	415 000 531 Storm Drain	391.27	October 2024 UB Mailing Service
	534 10 42 01	Postage - Water Admin	425 000 534 Water Fund (de	328.86	October 2024 UB Postage
	534 10 49 06	Mailing Service - Water Adm	425 000 534 Water Fund (de	391.27	October 2024 UB Mailing Service
	535 10 42 02	Postage - Sewer Admin	430 000 535 Sewer Fund (de	328.85	October 2024 UB Postage
	535 10 49 05	Mailing Service - Sewer Adm	430 000 535 Sewer Fund (de	391.27	October 2024 UB Mailing Service
33711	11/19/2024	11/26/2024 4310	Dept Of Revenue-EXCISE TAX	22,418.10	October 2024 Excise Taxes
	518 20 43 01	Excise Tax - Time/Temp Ren	001 000 518 General Fund	3.30	October 2024 Excise Taxes
	521 22 49 00	Miscellaneous - Police	001 000 521 General Fund	2.36	October 2024 Excise Taxes
	531 50 44 00	Excise Tax - Storm	415 000 531 Storm Drain	1,511.59	October 2024 Excise Taxes
	534 10 44 00	Excise Tax - Water	425 000 534 Water Fund (de	3.70	October 2024 Excise Taxes
	534 10 44 00	Excise Tax - Water	425 000 534 Water Fund (de	44.58	October 2024 Excise Taxes
	534 10 44 00	Excise Tax - Water	425 000 534 Water Fund (de	10,738.57	October 2024 Excise Taxes
	535 10 44 00	Excise Tax - Sewer	430 000 535 Sewer Fund (de	3,096.24	October 2024 Excise Taxes
	535 10 44 00	Excise Tax - Sewer	430 000 535 Sewer Fund (de	6,878.00	October 2024 Excise Taxes
	571 20 43 00	Excise Tax - Participation Fee	001 000 571 General Fund	96.60	October 2024 Excise Taxes
	576 20 43 00	Excise Tax - Pool Revenue	001 000 576 General Fund	7.61	October 2024 Excise Taxes
	576 80 31 02	Oper Supplies - Parks	001 000 576 General Fund	35.55	October 2024 Excise Taxes
33714	11/19/2024	11/26/2024 8660	Dotolo, Danae	78.00	Library Reimbursement - 1 Year (Danae)
	572 21 49 00	Library Services	001 000 572 General Fund	78.00	Library Reimbursement - 1 Year (Danae)
33709	11/18/2024	11/26/2024 9254	Doyle Printing Company	77.07	Business Cards - A Burkhart & D Cottrill
	518 10 34 02	Printing & Binding - Central	001 000 518 General Fund	38.54	Business Cards - A Burkhart (Qty 500)
	571 10 49 01	Printing & Binding - Rec	001 000 571 General Fund	38.53	Business Cards - D Cottrill (Qty 500)
33723	11/19/2024	11/26/2024 9254	Doyle Printing Company	68.26	Business Cards - S. Towe (500)

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521 22 31 00	Office & Oper Sup - Police	001 000 521	General Fund	68.26	Business Cards - S. Towe (500)
Total Doyle Printing Company				145.33	
33626 11/06/2024 11/26/2024 3525	Estate of Arthur G. Forbes	18.67	12-01498.0 - 4424 ALAMEDA AVE		
343 50 00 00	Sewer Revenues	430 000 340	Sewer Fund (dep	-18.67	
33720 11/19/2024 11/26/2024 8046	Goncharova, Natalya	130.00	Russian Interpreting (2 hrs) 2A0561888, 2A0602127 - 11/13/2024		
512 51 41 03	Prof Svcs - Interpreter - FMC	001 000 512	General Fund	130.00	Russian Interpreting (2 hrs) 2A0561888, 2A0602127 - 11/13/2024
33698 11/18/2024 11/26/2024 10747	Grassi, Marla	39.00	Library Reimbursement - 1/2 year (Ron)		
572 21 49 00	Library Services	001 000 572	General Fund	39.00	Library Reimbursement - 1/2 year (Ron)
33686 11/18/2024 11/26/2024 6774	Greenleaf Landscaping 1 Inc	7,642.79	Monthly Landscape Service - November 2024		
518 30 41 01	Contract Maintenance	001 000 518	General Fund	3,442.18	Monthly Landscape Service - November 2024
542 80 48 00	Street Tree Maintenance (co	101 000 542	City Street Fund	1,359.74	Monthly Landscape Service - November 2024
542 80 49 03	Beautification Services (cont	101 000 542	City Street Fund	2,840.87	Monthly Landscape Service - November 2024
33625 11/06/2024 11/26/2024 10864	Happy Neighbors 95 LLC	113.32	03-00750.0 - 144 AMHERST ST		
343 10 00 00	Storm Drain Revenues	415 000 340	Storm Drain	-29.43	
343 40 00 00	Sale Of Water	425 000 340	Water Fund (dep	-33.49	
343 50 00 00	Sewer Revenues	430 000 340	Sewer Fund (dep	-50.40	
33696 11/18/2024 11/26/2024 8366	Hillstrom, Suzanne	78.00	Library Reimbursement 1 Year		
572 21 49 00	Library Services	001 000 572	General Fund	78.00	Library Reimbursement 1 Year
33705 11/18/2024 11/26/2024 3692	Home Depot Credit Services	23.85	Wire Repair Parts for Tree at Alice Peers Park		
576 80 31 02	Oper Supplies - Parks	001 000 576	General Fund	23.85	Wire Repair Parts for Tree at Alice Peers Park
33708 11/18/2024 11/26/2024 10940	JRM Enterprises, Inc	150.00	Ukrainian Interpreting (2 hrs) 24CR74505 & 24IN74506		
512 52 41 03	Prof Svcs - Interpreter - RMC	001 000 512	General Fund	150.00	Ukrainian Interpreting (2 hrs) 24CR74505 & 24IN74506
33692 11/18/2024 11/26/2024 9817	Kenyon Disend	8,376.51	Attorney Services - October 2024		
515 41 41 01	City Attorney	001 000 515	General Fund	6,867.51	Attorney Services - October 2024
515 41 41 02	Special Legal Counsel	001 000 515	General Fund	1,228.50	Attorney Services - October 2024

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	535 10 41 02 Legal Services		430 000 535 Sewer Fund (dep	280.50	Attorney Services - October 2024
33693	11/18/2024	11/26/2024	9817 Kenyon Disend	609.50	Attorney Services - October 2024 - Land Use
	515 41 41 01 City Attorney		001 000 515 General Fund	238.50	Attorney Services - October 2024 - Land Use
	535 10 41 02 Legal Services		430 000 535 Sewer Fund (dep	371.00	Attorney Services - October 2024 - Land Use
33694	11/18/2024	11/26/2024	9817 Kenyon Disend	245.12	Attorney Services - October 2024 - Personnel
	518 11 41 03 Legal Services - Personnel		001 000 518 General Fund	245.12	Attorney Services - October 2024 - Personnel
			Total Kenyon Disend	9,231.13	
33726	11/19/2024	11/26/2024	10129 Kropelnicki, Amber	55.88	Reimbursement for Senior Morning Supplies
	571 10 31 02 Senior Program Supplies		001 000 571 General Fund	55.88	Reimbursement for Senior Morning Supplies
33727	11/19/2024	11/26/2024	10129 Kropelnicki, Amber	65.00	Reimbursement for Senior Trip to Hydroplane Museum
	571 10 41 00 Senior Trips		001 000 571 General Fund	65.00	Reimbursement for Senior Trip to Hydroplane Museum
			Total Kropelnicki, Amber	120.88	
33713	11/19/2024	11/26/2024	9420 Lau, Lisa	78.00	Library Reimbursement - 1 Year
	572 21 49 00 Library Services		001 000 572 General Fund	78.00	Library Reimbursement - 1 Year
33706	11/18/2024	11/26/2024	10939 Lim, Vannara	170.10	Cambodian Interpreting (2 hrs) 24IN49906
	512 52 41 03 Prof Srvs - Interpreter - RMC		001 000 512 General Fund	170.10	Cambodian Interpreting (2 hrs) 24IN49906
33697	11/18/2024	11/26/2024	2020 Manley, Terence	78.00	Library Reimbursement - 1 Year (Terry)
	572 21 49 00 Library Services		001 000 572 General Fund	78.00	Library Reimbursement - 1 Year (Terry)
33658	11/18/2024	11/26/2024	10354 McCarthy, Nora	78.00	Library Reimbursement - 1 Year
	572 21 49 00 Library Services		001 000 572 General Fund	78.00	Library Reimbursement - 1 Year
33664	11/18/2024	11/26/2024	6639 McClain's Soil Supply	90.45	Top Soil (2 Yds) For Parks
	576 80 31 02 Oper Supplies - Parks		001 000 576 General Fund	90.45	Top Soil (2 Yds) For Parks
33687	11/18/2024	11/26/2024	3923 Orca Pacific Inc	619.64	Chlorine for Wells (134 gallons)
	534 80 31 03 Oper Supplies - Chlorine		425 000 534 Water Fund (dep	619.64	Chlorine for Wells (134 gallons)

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33654	11/18/2024	11/26/2024	3958	PC Budget & Finance - Jail	2,403.45 Jail Services - October 2024
	523 60 40 01 Jail		001 000 523 General Fund	2,403.45	Jail Services - October 2024
33660	11/18/2024	11/26/2024	3945	Patriot Fire Protection, Inc	528.48 Annual Fire Sprinkler Inspection - Rec Building
	518 30 48 01 Rep & Maint - Rec Bldg		001 000 518 General Fund	528.48	Annual Fire Sprinkler Inspection - Rec Building
33661	11/18/2024	11/26/2024	3945	Patriot Fire Protection, Inc	463.52 Annual Fire Sprinkler Inspection - PW
	518 30 48 03 Rep & Maint - PW		001 000 518 General Fund	463.52	Annual Fire Sprinkler Inspection - PW
33662	11/18/2024	11/26/2024	3945	Patriot Fire Protection, Inc	480.04 Annual Fire Alarm Inspection - CH
	518 30 48 02 Rep & Maint - City Hall		001 000 518 General Fund	480.04	Annual Fire Alarm Inspection - CH
33663	11/18/2024	11/26/2024	3945	Patriot Fire Protection, Inc	509.76 Annual Fire Alarm Inspection - Pool
	576 20 48 00 Rep & Maint - Pool		001 000 576 General Fund	509.76	Annual Fire Alarm Inspection - Pool
			Total Patriot Fire Protection, Inc	1,981.80	
33651	11/18/2024	11/26/2024	3955	Petrocard Systems Inc	765.44 Gas/Fuel - 11/2024
	548 65 31 12 Gas - Street		501 000 548 Equipment Rent:	195.61	Street - 11/2024
	548 65 31 13 Gas - Storm		501 000 548 Equipment Rent:	371.77	Storm - 11/2024
	548 65 31 14 Gas - Water/Sewer		501 000 548 Equipment Rent:	198.06	W/S - 11/2024
33710	11/19/2024	11/26/2024	3956	Petty Cash-Dunbar	73.24 Petty Cash Reimbursement - 11/26/24
	518 11 31 00 Office & Oper Sup - Personr		001 000 518 General Fund	39.15	Office Supplies - Tabs & Report Cover Folders
	521 10 49 01 Meals - Other Than Travel/Ti		001 000 521 General Fund	23.30	Oral Board Refreshments
	534 80 41 00 Water Testing		425 000 534 Water Fund (dep	10.79	Water Sampling Supplies
33652	11/18/2024	11/26/2024	10221	Petty Cash-ParksRec	123.75 Petty Cash Reimbursement 11/26/24
	571 10 31 02 Senior Program Supplies		001 000 571 General Fund	123.75	Senior Morning Supplies
33682	11/18/2024	11/26/2024	3751	Psomas, DBA KPG Psomas	21,358.00 P#81 Claremont St Grind & Overlay - 9/27/24-10/24/24
	595 10 63 06 Project Engineering - Street		101 000 594 City Street Fund	21,358.00	P#81 Claremont St Grind & Overlay - 9/27/24-10/24/24
33703	11/18/2024	11/26/2024	3986	Puget Sound Energy, BOT-01H	187.94 Natural Gas - PW - October 2024
	531 50 47 02 Public Utility Services - Bldg		415 000 531 Storm Drain	46.99	Natural Gas - PW - October 2024

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534 10 47 00	Utility Services/Building - W	425 000	534 Water Fund (dep	46.99	Natural Gas - PW - October 2024
535 10 47 00	Utility Services/Building - Se	430 000	535 Sewer Fund (dep	46.98	Natural Gas - PW - October 2024
542 30 47 02	Electricity & Gas/Bldg - Stret	101 000	542 City Street Fund	46.98	Natural Gas - PW - October 2024
33704	11/18/2024 11/26/2024 3986		Puget Sound Energy, BOT-01H	75.47	Natural Gas - City Hall - October 2024
518 30 47 00	Public Utility Services - City I	001 000	518 General Fund	75.47	Natural Gas - City Hall - October 2024
			Total Puget Sound Energy, BOT-01H	263.41	
33689	11/18/2024 11/26/2024 10812		Quadient Finance USA, Inc.	2,000.00	Postage Meter Refill - November 2024
518 10 42 01	Postage - Non Dept	001 000	518 General Fund	2,000.00	Postage Meter Refill - November 2024
33690	11/18/2024 11/26/2024 10813		Quadient Leasing USA, Inc.	677.38	Postage Meter Rental - 12/13/24-03/12/25
518 10 42 01	Postage - Non Dept	001 000	518 General Fund	62.14	Postage Meter Tax - 12/13/24-03/12/25
591 18 70 10	Lease Payments - Non-Dept	001 000	591 General Fund	615.24	Postage Meter Rental - 12/13/24-03/12/25
33707	11/18/2024 11/26/2024 337		Roberts, Christopher	76.52	EVOC Instructor Training (Shelton) - 10/28/24 - 10/29/24 - Meals & Gas
521 22 43 00	Travel - Police	001 000	521 General Fund	76.52	EVOC Instructor Training (Shelton) - 10/28/24 - 10/29/24 - Meals & Gas
33667	11/18/2024 11/26/2024 4035		Sarco Supply	287.35	Operating Supplies - PW Facilites
518 30 31 03	Oper Supplies - PWF	001 000	518 General Fund	287.35	Operating Supplies - PW Facilites
33668	11/18/2024 11/26/2024 4035		Sarco Supply	366.28	Janitorial Supplies - Pool
576 20 31 02	Janitorial Supplies - Pool	001 000	576 General Fund	366.28	Janitorial Supplies - Pool
33669	11/18/2024 11/26/2024 4035		Sarco Supply	184.34	Operating Supplies - City Hall
518 30 31 04	Oper Supplies - CH	001 000	518 General Fund	184.34	Operating Supplies - City Hall
33670	11/18/2024 11/26/2024 4035		Sarco Supply	338.69	Operating Supplies - Tot Lot
518 30 31 05	Oper Supplies - Parks Struct	001 000	518 General Fund	338.69	Operating Supplies - Tot Lot
33671	11/18/2024 11/26/2024 4035		Sarco Supply	180.33	Janitorial Supplies - PSB
518 30 31 02	Oper Supplies - PSB Bldg	001 000	518 General Fund	180.33	Janitorial Supplies - PSB
			Total Sarco Supply	1,356.99	

ACCOUNTS PAYABLE

City Of Fircrest

Time: 07:57:42 Date: 11/22/2024

As Of: 11/26/2024

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
33623	11/06/2024	11/26/2024	8864 Schuler, Mark	84.18	01-00290.2 - 353 HARVARD AVE
	343 10 00 00		Storm Drain Revenues	415 000 340	Storm Drain
	343 40 00 00		Sale Of Water	425 000 340	Water Fund (dep
	343 50 00 00		Sewer Revenues	430 000 340	Sewer Fund (dep
33719	11/19/2024	11/26/2024	4084 Staples Business Advantage	165.38	Office Supplies - Central & Finance
	514 23 31 00		Office & Oper Sup - Finance	001 000 514	General Fund
	518 10 34 01		Office Supplies - Central	001 000 518	General Fund
33725	11/19/2024	11/26/2024	4084 Staples Business Advantage	6.48	Office Supplies - Pens
	518 10 34 01		Office Supplies - Central	001 000 518	General Fund
Total Staples Business Advantage				171.86	
33691	11/18/2024	11/26/2024	4088 State Auditor's Office	8,367.80	2023 Audit #57226 - October 2024 (60.2 Hrs)
	518 10 41 01		Annual Audit - Non Dept	001 000 518	General Fund
33672	11/18/2024	11/26/2024	4110 Superior Linen Service	49.12	Linen Service 11/01/24 - Public Works
	518 30 48 03		Rep & Maint - PW	001 000 518	General Fund
33673	11/18/2024	11/26/2024	4110 Superior Linen Service	49.12	Linen Service 10/18/24 - Public Works
	518 30 48 03		Rep & Maint - PW	001 000 518	General Fund
33674	11/18/2024	11/26/2024	4110 Superior Linen Service	49.12	Linen Service 10/04/24 - Public Works
	518 30 48 03		Rep & Maint - PW	001 000 518	General Fund
33675	11/18/2024	11/26/2024	4110 Superior Linen Service	81.41	Linen Service 11/01/24 - City Hall
	518 30 48 02		Rep & Maint - City Hall	001 000 518	General Fund
33676	11/18/2024	11/26/2024	4110 Superior Linen Service	81.41	Linen Service 10/18/24 - City Hall
	518 30 48 02		Rep & Maint - City Hall	001 000 518	General Fund
33677	11/18/2024	11/26/2024	4110 Superior Linen Service	81.41	Linen Service 10/04/24 - City Hall
	518 30 48 02		Rep & Maint - City Hall	001 000 518	General Fund
33679	11/18/2024	11/26/2024	4110 Superior Linen Service	124.77	Linen Service 10/30/24 - Rec Center
	518 30 48 01		Rep & Maint - Rec Bldg	001 000 518	General Fund

ACCOUNTS PAYABLE

City Of Fircrest

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
33680	11/18/2024	11/26/2024	4110 Superior Linen Service	124.77	Linen Service 10/16/24 - Rec Center
	518 30 48 01 Rep & Maint - Rec Bldg		001 000 518 General Fund	124.77	Linen Service 10/16/24 - Rec Center
33681	11/18/2024	11/26/2024	4110 Superior Linen Service	124.77	Linen Service 10/02/24 - Rec Center
	518 30 48 01 Rep & Maint - Rec Bldg		001 000 518 General Fund	124.77	Linen Service 10/02/24 - Rec Center
33683	11/18/2024	11/26/2024	4110 Superior Linen Service	54.46	Linen Service 10/16/24 - Pool Party Room
	576 20 49 02 Miscellaneous - Pool		001 000 576 General Fund	54.46	Linen Service 10/16/24 - Pool Party Room
33684	11/18/2024	11/26/2024	4110 Superior Linen Service	54.46	Linen Service 10/02/24 - Pool Party Room
	576 20 49 02 Miscellaneous - Pool		001 000 576 General Fund	54.46	Linen Service 10/02/24 - Pool Party Room
33685	11/18/2024	11/26/2024	4110 Superior Linen Service	52.42	Linen Service 10/30/24 - Pool Party Room
	576 20 49 02 Miscellaneous - Pool		001 000 576 General Fund	52.42	Linen Service 10/30/24 - Pool Party Room
Total Superior Linen Service				927.24	
33724	11/19/2024	11/26/2024	4322 Tacoma, City of - POWER	3,487.90	Power - Various Locations - 10/2024
	534 80 47 01 Utility Services/Pumping		425 000 534 Water Fund (de	567.68	PW, Well #8 - 10/2024
	535 80 47 01 Utility Services/Pumping		430 000 535 Sewer Fund (de	772.73	Pumps/LS Power - 10/2024
	571 10 47 00 Public Utility Services - Rec		001 000 571 General Fund	1,234.09	Rec Center Power - 10/2024
	576 80 47 00 Public Utility Services - Parks		001 000 576 General Fund	913.40	Parks Power - 10/2024
33730	11/21/2024	11/26/2024	4139 Tapco Visa Card	5,784.37	Tapco Charges thru 11/19/24
	594 48 64 08 ERR Capital - Police		501 000 548 Equipment Rent	5,784.37	Vehicle Registration - #80954D 2023 Ford Police Interceptor
33620	11/06/2024	11/26/2024	2217 Tollefson Chung, Lynn Y.	8.19	04-02650.0 - 1015 FIR PARK LANE
	343 10 00 00 Storm Drain Revenues		415 000 340 Storm Drain	-9.21	
	343 40 00 00 Sale Of Water		425 000 340 Water Fund (de	-8.99	
	343 50 00 00 Sewer Revenues		430 000 340 Sewer Fund (de	10.01	
33715	11/19/2024	11/26/2024	8484 US Bank, Recreation Dept Account	840.51	P-Card Charges thru 11/15/24
	571 10 31 02 Senior Program Supplies		001 000 571 General Fund	165.41	Senior Morning Supplies
	573 90 49 01 Community Events		001 000 573 General Fund	578.70	Community Event Supplies
	594 76 62 03 Buildings & Structures - PBC		301 000 594 Park Bond Capit	96.40	P#64 11/2024 Container Rental
33619	11/06/2024	11/26/2024	2343 Wheeler, Eldridge J.	460.51	05-00580.0 - 1034 BERKELEY AVE

ACCOUNTS PAYABLE

City Of Fircrest

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
343 10 00 00	Storm Drain Revenues	415 000 340	Storm Drain	-106.57	
343 40 00 00	Sale Of Water	425 000 340	Water Fund (dep	-121.67	
343 50 00 00	Sewer Revenues	430 000 340	Sewer Fund (dep	-232.27	
33656	11/18/2024	11/26/2024 4246	Whistle Workwear	266.00	Work Pants (2), Boots & Insole - B Wakefield
518 30 49 00	Miscellaneous - Fac/Equip	001 000 518	General Fund	133.00	Work Pants (2), Boots & Insole - B Wakefield
576 80 49 00	Miscellaneous - Parks	001 000 576	General Fund	133.00	Work Pants (2), Boots & Insole - B Wakefield
33653	11/18/2024	11/26/2024 4256	Winning Seasons	462.42	Youth Cross Country Shirts (42)
571 10 31 06	Program Supplies - Youth	001 000 571	General Fund	462.42	Youth Cross Country Shirts (42)
33716	11/19/2024	11/26/2024 4247	Wofesco Inc	17.86	#60915D Reclamp Filler Hose on Sweeper Truck
548 65 48 13	O & M - Storm	501 000 548	Equipment Rent:	17.86	#60915D Reclamp Filler Hose on Sweeper Truck
33717	11/19/2024	11/26/2024 10935	Youngman, Jason	960.00	Defensive Tactics Training
521 22 49 02	Reg & Tuition - Police	001 000 521	General Fund	960.00	Defensive Tactics Training

Report Total: 186,988.86

Fund

001 General Fund	123,739.91
101 City Street Fund	25,891.35
301 Park Bond Capital Fund	96.40
415 Storm Drain	2,689.50
425 Water Fund (department)	13,217.69
430 Sewer Fund (department)	12,761.34
432 Sewer Improvement Fund	2,025.00
501 Equipment Rental Fund	6,567.67

This report has been reviewed by:

REMARKS:

Signature & Title

Date



LIQUOR LICENSE REQUEST

Applicant Information

Licensee Name: Steven Salamone, SG1FC, INC
Establishment Name: Slice Garden
Address: 1039 Regents Blvd
License Number: 423427
Request Received: 11/14/24
Expiration Date: N/A

Department Comments

Finance

No concerns.

Planning and Building

No concerns.

Police

No concerns.

Julie Dunbar

Director Signature

11/14/24

Date

Dawn Maske

Director Signature

11/14/24

Date

Ron Schaub

Director Signature

11/15/24

Date

NOTICE OF LIQUOR LICENSE APPLICATION

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

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

TO: CITY MANAGER
RE: NEW APPLICATION

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

DATE: 11/14/24

UBI: [REDACTED]

License: [REDACTED]
Tradename: SLICE GARDEN

APPLICANTS:

SG1FC, INC.

Loc Addr: 1039 REGENTS BLVD
FIRCREST WA 98466-6030

SALAMONE, STEVEN

Mail Addr: 24 N TACOMA AVE
TACOMA WA 98403-3125

Phone No.: [REDACTED] STEVEN SALAMONE

Privileges Applied For:
SPIRITS/BR/WN REST LOUNGE -
OFF-PREMISES SALE WINE

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

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

DATE

SIGNATURE OF MAYOR,CITY MANAGER,COUNTY COMMISSIONERS OR DESIGNEE



LIQUOR LICENSE RENEWAL

Applicant Information

Licensee Name: Regents Cafe LLC
Establishment Name: Spring Lake Cafe
Address: 616 Regents Blvd
License Number: 421622
Request Received: 11/14/2024
Expiration Date: 02/28/2025

Department Comments

Finance

No concerns.

Planning and Building

No concerns.

Police

No concerns.

Julie Dunbar

Director Signature

11/14/24

Date

Dawn Maske

Director Signature

11/14/24

Date

Ron Schaub

Director Signature

11/15/24

Date



LIQUOR LICENSE RENEWAL

Applicant Information

Licensee Name: Fircrest Bottle Shop LLC
Establishment Name: Fircrest Bottle Shop
Address: 618 Regents Blvd
License Number: 436443
Request Received: 11/14/2024
Expiration Date: 02/28/2025

Department Comments

Finance

No concerns.

Planning and Building

No concerns.

Police

No concerns.

Julie Dunbar

Director Signature

11/14/24

Date

Dawn Maske

Director Signature

11/14/24

Date

Ron Schaub

Director Signature

11/15/24

Date

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 11/06/2024

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF FIRCREST
(BY ZIP CODE) FOR EXPIRATION DATE OF 20250228

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. FIRCREST BOTTLE SHOP LLC	FIRCREST BOTTLE SHOP 618 REGENTS BLVD FIRCREST WA 98466 7043	436443	BEER/WINE SPECIALTY SHOP
2. REGENTS CAFE LLC	SPRING LAKE CAFE 616 REGENTS BLVD FIRCREST WA 98466 7043	421622	BEER/WINE REST - BEER/WINE

CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

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

PRESIDING OFFICER’S REPORT**A. Officer Castaneda Swearing-In Ceremony**

Mayor Reynolds invoked Rule 20. Order of Business from the Fircrest City Council Rules and requested to modify the Council agenda to remove agenda item 4A. Officer Castaneda Swearing-In Ceremony. There were no objections noted by the Council.

B. Tacoma Public Utilities Rates Adjustment Presentation

Tacoma Public Utilities (TPU) representatives Regional Relations Manager Rosa McLeod, Public Utility Board Chair John O’Loughlin, Financial Planning Manager Michelle Brown, and Senior Utilities Economic Analyst Andrew Zarembo were in attendance to present the proposed rate adjustments. Ms. McLeod reported on TPU’s clean power-generating resources, responsible management of infrastructure assets, and environmental stewardship. Ms. McLeod also reported on the rate adjustments during a budget cycle process, supply chain delays, increased cost pressures, and federal regulation compliance. Lastly, Ms. McLeod provided an overview of the proposed rate adjustments for power and water customers and reported on TPU’s customer financial assistance programs. Discussions included rate comparison for Fircrest and Tacoma water, a phased rate increase approach for replaced revenue, and energy efficiency audits.

CITY MANAGER COMMENTS

City Manager Masko reported that she has been busy with the 2025 preliminary budget and Teamster negotiations. Ms. Masko gave kudos to the Fircrest businesses named Best of Pierce County winners. Lastly, Ms. Masko reported on the upcoming interviews for the Finance Director position and provided a reminder for the Council photo scheduled for November 12, 2024.

DEPARTMENT HEAD COMMENTS**A. End-of-Season Community Pool Report**

Parks and Recreation Director Grover reported on the end-of-season revenues and expenditures. Mr. Grover stated that the cost recovery rate will be 77.52% after billing UPAC for their pool rental. Mr. Grover provided an overview of the season passes and punch cards sold, and pool programming. Discussions included cost recovery rate before the pool remodel, pool rental availability, UPAC relationship, lifeguard staffing, resident versus non-resident entries, and season pass advertising.

- Parks and Recreation Director Grover reported on the Haunted Trails event and thanked the participating volunteers.
- Public Works Director Bemis reported on the replacement of Tacoma Power poles throughout the city.
- Interim Finance Director Dunbar reported on the annual state audit, including the audit kickoff meeting, entrance conference, and weekly meetings.

COUNCILMEMBER COMMENTS

- Councilmember Andrews; no comment.
- Councilmember Bufford thanked staff and volunteers for the Haunted Trails event. She provided kudos for the timed entry and presale tickets.
- Councilmember George provided kudos for the Haunted Trails event.
- Councilmember Wittner provided kudos for the Haunted Trails event.
- Mayor Reynolds; no comment.

PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA

Mayor Reynolds invited public comment. The following individual(s) provided comment:

- Nancy Atwood, 1204 Farallone Ave, expressed concern about the Comprehensive Plan survey.

COMMITTEE, COMMISSION, AND LIAISON REPORTS

A. Parks, Recreation, and Sustainability

There were no reports.

B. Police/Public Safety and Court

Councilmember Bufford reported on the police department's co-responder training program and upcoming defensive tactics and emergency vehicle operations course training.

C. Public Works

Councilmember Andrews reported on the water meter installation progress and the Fircrest Park Maintenance Facility construction progress.

D. Pierce County Regional Council

Mayor Reynolds stated that the Pierce County Regional Council (PCRC) discussed honoring veterans, and participation in initiatives such as becoming a Purple Heart City. Lastly, Mayor Reynolds reported that next month PCRC will elect a 2025 slate for representation and Puget Sound Regional Council delegates.

E. Other Liaison Reports

Mayor Reynolds reported that she was absent and excused from the Pierce Transit meeting.

CONSENT CALENDAR

Mayor Reynolds requested the City Clerk read the Consent Calendar. City Manager Masko stated that the Consent Calendar will need to be amended to include adding a special meeting for the Council group photo. There were no objections from the Council.

- A.** Approval of Check No. 221926 through 222200 in the amount of \$298,000.59
Approval of payroll electronic funds transfer in the amount of \$160,280.54
- B.** Approval of the September 30, 2024, Special meeting minutes
Approval of the October 07, 2024, Special meeting minutes
Approval of the October 08, 2024, Regular meeting minutes

- C. Setting a special meeting on November 12, 2024, at 6:30 p.m. for the sole purpose of taking council photos.

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

The Motion Carried (5-0).

PUBLIC HEARING

A. To receive comments on the 2025 Revenue Sources

At 7:50 P.M., Mayor Reynolds opened the public hearing. City Manager Masko briefed the Council on the 2025 revenue sources, stating the public hearing was to receive comments on the 2025 revenue sources. Mayor Reynolds invited Councilmember comments. There was a brief discussion on intergovernmental grants and the Tacoma Public Schools and University Place School district property tax distribution.

Mayor Reynolds invited public testimony.

- Brian Rybolt, a 38-year Fircrest resident, commented on the property tax levy for education and the 1% inflationary increase for general property taxes.

At 8:08 P.M., Mayor Reynolds closed the public hearing.

B. To receive comments on the 2025 Preliminary Budget

At 8:09 P.M., Mayor Reynolds opened the public hearing. City Manager Masko briefed the Council on the 2025 preliminary budget, stating the public hearing was to receive comments on the 2025 preliminary budget. Mayor Reynolds invited Councilmember comments. There was a brief discussion on encouraging the public to follow along with the 2025 preliminary budget documents located on the City's website.

Mayor Reynolds invited public testimony. There were no comments.

At 8:16 P.M., Mayor Reynolds closed the public hearing.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

A. Resolution No. 1930: Kenyon Disend, PLLC Contract Amendment

City Manager Masko briefed the Council on the proposed resolution and highlighted that the amendment will extend the agreement to December 31, 2025, and amend the hourly rate schedule. **Councilmember Wittner MOVED to adopt Resolution No. 1930, authorizing the City Manager to execute Amendment #3 to the Professional Services Agreement with Kenyon Disend, PLLC, for City Attorney services; seconded by Councilmember Bufford.** Mayor Reynolds invited Councilmember comments. Council discussions included the level of service and including the new rate in the 2025 budget. Mayor Reynolds invited public comment; there were none.

The Motion Carried (5-0).

B. Memorandum of Understanding – Fircrest Police Schedule

Police Chief Schaub briefed the Council on the proposed resolution and highlighted that the police department preferred the modified schedule. **Councilmember Wittner MOVED to adopt Resolution No. 1931, authorizing the City Manager to execute an Amendment to the Memorandum of Understanding with the Fircrest Police Guild regarding a modified 12-hour work schedule; seconded by Councilmember Bufford.** Mayor Reynolds invited Councilmember comments. There was a brief discussion on sleep-related concerns and fatigue. Mayor Reynolds invited public comment; there were none.

The Motion Carried (5-0).

CALL FOR FINAL COMMENTS

Police Chief Schaub reported on Police Officer Bugarin's crisis intervention training and the Whittier Elementary trunk-or-treat event. He also stated that the police department would be handing out candy during Halloween.

EXECUTIVE SESSION

At 8:24 P.M., Mayor Reynolds reported that the Council would take a five-minute recess and convene into Executive Session, not to exceed thirty (30) minutes, to review the performance of a public employee pursuant to RCW 42.30.110(g). City Manager Masko was invited to the Executive Session.

ADJOURNMENT

Councilmember Wittner MOVED to adjourn the meeting at 8:56 P.M., seconded by Councilmember Bufford.

The Motion Carried (5-0).

Shannon Reynolds, Mayor

Arlette Burkhart, City Clerk

CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

Mayor Shannon Reynolds called the special meeting to order at 6:30 P.M. and led the Pledge of Allegiance. Councilmembers David M. Viafore, Brett L. Wittner, Karen Mauer-Smith, Hunter T. George, and Nikki Bufford were present. Councilmember Jim Andrews was absent and excused. Councilmember Nikki Bufford attended the meeting virtually.

AGENDA MODIFICATIONS

There were none.

PRELIMINARY 2025 BUDGET – 4TH BUDGET WORKSHOP

City Manager Masko provided an overview of the ARPA discussion, including two additional funding requests, the information technology hypervisor project, and police radio equipment for the 10th police officer. There was a brief discussion on using the police investigation fund for the police radio equipment.

City Manager Masko reported on the Masko Park improvement project including playground equipment costs, park master plan costs, park clean-up and maintenance, and rhododendron signage. Parks and Recreation Director Grover reported on neighbor outreach and playground equipment options. There was a brief discussion on researching lawsuit restrictions within the settlement agreement with the City of Tacoma due to its proximity to the wellhouse. Further discussions included protecting native species in the park, building a community, and utilizing the last ARPA funds for the Masko Park improvement project.

City Manager Masko reported on the street beautification fund transfer amount, police handgun training, and Wellhouse #4 repairs. Ms. Masko stated that City staff is still researching other questions asked by the Council.

City Manager Masko reported on the proposed rate increase for the water utility fund, building fund reserves and recommended a 3% water rate increase. There was a Council consensus to move forward with the 3% water rate increase.

City Manager Masko presented proposed personnel salary adjustments with a phased approach and requested Council feedback. Discussions included remaining competitive with management salaries, adjusting salaries to be within 5% of median market rates, using property tax, and the photo enforcement program revenue.

City Manager Masko provided a budget schedule timeline, stating that the property tax ordinance and a second budget public hearing will be scheduled for the November 12, 2024, regular Council meeting. It is anticipated that the budget may be adopted at the December 10, 2024, regular Council meeting.

There was a brief discussion on the recreation facility rental rates and rental fee chart. There was a Council consensus to tentatively place a budget workshop agenda item at the next study session meeting. Further discussions included legislative capital appropriations request, the Unified Building Code fire sprinkler requirement, and rescheduling Council group photos.

ADJOURNMENT

Councilmember Wittner MOVED to adjourn the meeting at 7:29 P.M., seconded by Councilmember George.

The Motion Carried (6-0).

Shannon Reynolds, Mayor

Arlette Burkhardt, City Clerk

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: Public Hearing to Receive Comments on a Proposed Water Rate Adjustment

ITEM: 11A

DATE: November 26, 2024

FROM: Dawn Masko, City Manager

RECOMMENDED MOTION: None – Public Hearing Only.

PROPOSAL: To receive public input on a proposed water rate increase.

FISCAL IMPACT: Based on a 3.0% proposed rate increase, the base fee would increase from \$40.22 to \$41.43 bi-monthly for residential customers. The proposed rate increase will generate approximately \$54,150 of additional revenue for the Water Utility to fund normal operations and maintenance. Additional information is contained in the attached Water Rate Increase memorandum.

ADVANTAGES: Allows citizens to comment on the proposed water rate increase.

DISADVANTAGES: None.

ALTERNATIVES: None.

HISTORY: The City Council previously adopted water rate increases of 2% for both 2022 and 2023 and 4.2% for 2024. Prior to this, the Council had approved a 3-year water rate increase schedule for 2017-2019. No rate increases were adopted for 2020 and 2021.

A Public Hearing is being held this evening to receive public testimony regarding the proposed 2025 water rate increase. A draft ordinance is also attached for consideration by the Council and will be brought back at a future meeting for approval.

ATTACHMENTS: [Water Rates Increase Memo](#)
[Typical Single-Family Residential Bill Examples](#)



To: Mayor and City Council
From: Dawn Masko, City Manager
Date: November 4, 2024
Subject: Water Rate Increase

This memorandum outlines the proposed rate increase for the Water Utility. Comprehensive information was provided as part of the 2024 budget process, and scenarios were provided at that time that included a 4.5% rate increase in 2024 based on the Consumer Price Index for our region (CPI-W), followed by 2% rate increases in 2025 and 2026 as recommended in the 2018 Water Rate Study.

This memo includes updated information for the Council’s review. Staff has provided several examples of the impact of the proposed 3.0% rate increase on various customers based on water volume usage. The chart below illustrates that during the winter months, 50% of single-family residential customers fall into Tier 1, while 46% are in Tier 2. During the summer months, the majority of customers shift into Tier 2.

Single-Family Residential Customers by Tier					
Billing Cycle	Tier 1	Tier 2	Tier 3	No Usage	Total
February 2024	1,154	1,047	78	12	2,291
August 2024	583	1,219	520	14	2,336

There are currently 100 accounts on Budget Billing.

Information provided by Public Works states that the average water usage of single-family residential customers is 1,179 cubic feet in the winter billing cycles and 3,131 cubic feet (cf) in the summer billing cycles. Based on that data, staff have used those averages to calculate the impacts of a proposed rate increase. Additionally, we have provided examples at the end of this memo based on 800 cf, 1400 cf, 2800 cf, and 4500 cf to illustrate potential impacts to customers in each tier.

The Council has previously authorized 2% water rate increases in both 2022 and 2023 and a 4.5% increase in 2024. Prior to 2022, there had not been a rate increase since 2019.

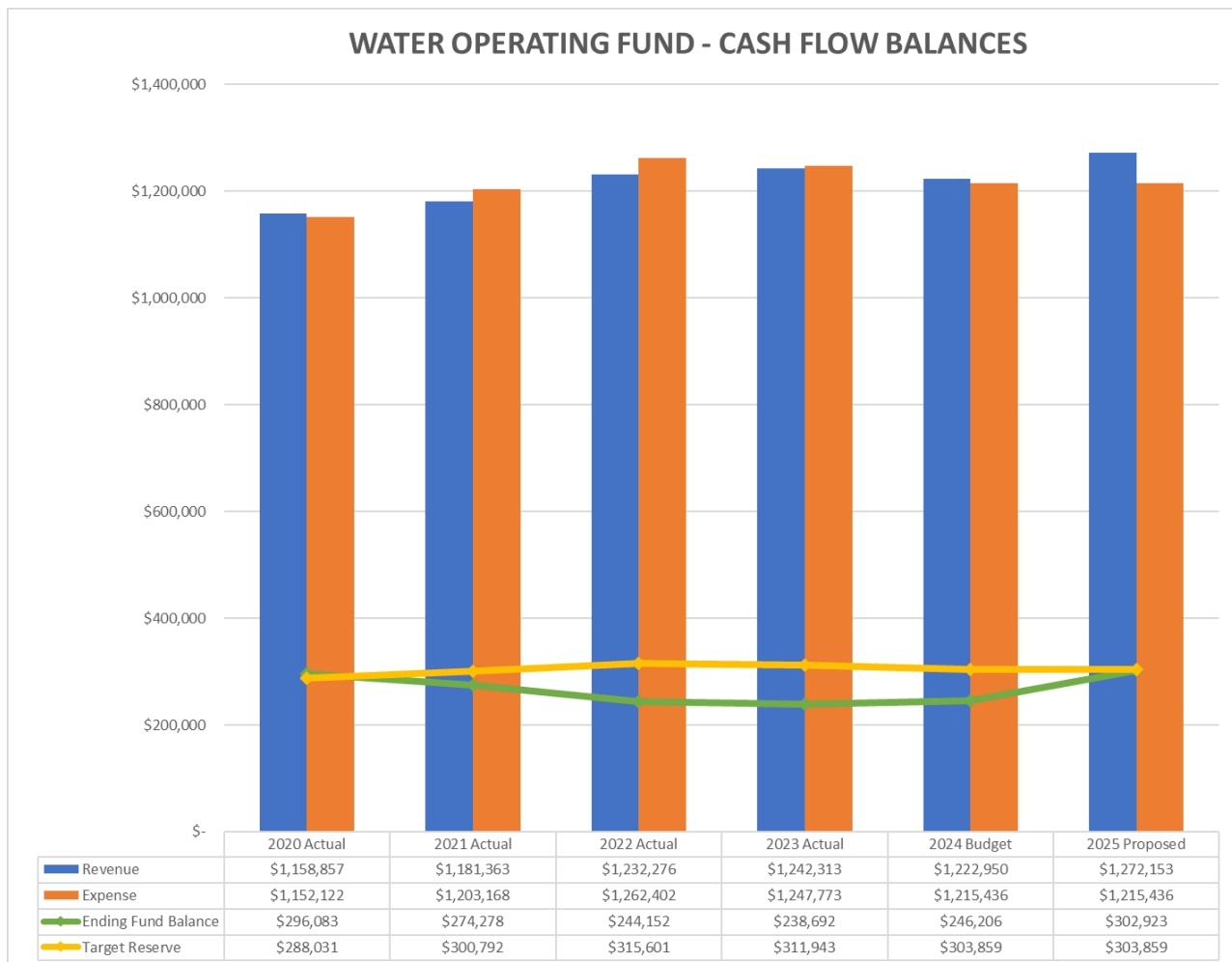
Single Family Residential		2019	2020	2021	2022	2023	2024
Base Rate		\$37.00	\$37.00	\$37.00	\$37.74	\$38.49	\$40.22
Tier 1	0 – 1,000 cf	\$0.0109	\$0.0109	\$0.0109	\$0.0109	\$0.0113	\$0.0118
Tier 2	1,001 – 4,000 cf	\$0.0163	\$0.0163	\$0.0163	\$0.0163	\$0.0169	\$0.0177
Tier 3	4,001+ cf	\$0.0272	\$0.0272	\$0.0272	\$0.0272	\$0.0288	\$0.0301
Rate Increase		4.2%	0.0%	0.0%	2.0%.	2.0%	4.5%

Unfortunately, the rate increase history for the years prior to 2024 did not keep pace with inflation and the impact on Water operating expenditures, resulting in an incremental decrease in ending fund balance.

	Rate Increase	Expenditure Increase	CPI-W June to June
2019	4.2%	-26.9%	3.6%
2020	0.0%	-0.7%	1.7%
2021	0.0%	4.4%	1.0%
2022	2.0%	4.9%	6.3%
2023	2.0%	5.9%	9.5%

The Water Capital Fund was created in 2018 with a transfer from the Water Operating Fund. Due to the impact of that transfer, the 2019 expenditures reflect a decrease from 2018.

City Financial Policies state that the goal is to maintain reserves equal to at least three (3) months of adopted operating expenditures. The chart below illustrates the gap between the Water Operating Fund's target reserve and its actual ending fund balance. While the proposed Water Operating Budget for 2025 is structurally balanced, without a rate increase, the ending fund balance will continue to decline. The current projected ending fund balance for 2025, without a rate increase, is \$302,923, which still falls slightly short of the target reserve. Regular rate increases are essential for the City to cover operating expenses, bolster reserves, and ensure that funds are available for unanticipated repairs. Additionally, these increases will help prepare for upcoming retirements and their associated vacation leave liabilities in the coming years.



The chart below shows the rates based on a 2.0%, 2.5%, 3.0%, and 3.6% increase. Staff are recommending a 3.0% water rate increase for 2025. While less than the 3.6% COLA, it will allow the City to increase its ending fund balance, meeting the target reserves of three months of expenditures while also providing the ability to begin to address unanticipated expenses without dipping into reserves.

		2025				
Single Family Residential		No Increase	2.0%	2.5%	3.0%	3.6% COLA
Base Rate		\$40.22	\$41.03	\$41.23	\$41.43	\$41.67
Tier 1	0 – 1,000 cf	\$0.0118	\$0.0120	\$0.0121	\$0.0122	\$0.0122
Tier 2	1,001 – 4,000 cf	\$0.0177	\$0.0181	\$0.0181	\$0.0182	\$0.0183
Tier 3	4,001+ cf	\$0.0301	\$0.0307	\$0.0309	\$0.0310	\$0.0312
Projected Revenue Increase		\$0	\$53,624	\$53,887	\$54,150	\$54,466

Below are the current residential water rates for our surrounding jurisdictions:

2024 Residential Water Rate Comparison

Based on an Average of 1400 cf

<u>Residential Water Service</u>	<u>2-Month Avg. Bill</u>	<u>Per Month Avg.</u>
University Place - Summer	\$128.98	\$64.49
University Place - Winter	\$121.51	\$60.76
Steilacoom	\$104.58	\$52.29
Tacoma - Summer	\$99.74	\$49.87
Tacoma - Winter	\$93.95	\$46.98
Lakewood	\$73.12	\$36.56
Fircrest - Current	\$59.10	\$29.55

Based solely on water rates, Fircrest's rates continue to be among the lowest in our area. The table below shows how the proposed rate increase compares to the proposed rate increases for the same cities listed above, based on cubic feet of water usage.

	2025 PROPOSED Residential Rates					
	Bi-monthly Customer Bill based on Base Rate + Volume Charge					
	800 cf	1179 cf	1400 cf	2800 cf	3131 cf	4500 cf
City of University Place – Summer	\$110.65	\$127.36	\$137.11	\$198.84	\$213.43	\$273.80
City of University Place – Winter	108.01	121.37	129.17	178.55	190.22	238.51
Town of Steilacoom	85.03	99.76	108.34	162.73	175.59	228.78
City of Tacoma – Summer	85.50	98.46	106.02	153.91	165.23	212.06
City of Tacoma – Winter	83.45	93.82	99.87	138.19	147.25	184.72
City of Lakewood	65.33	74.37	79.64	119.92	130.66	175.10
City of Fircrest – 3.6% Increase	51.45	57.18	61.23	86.90	92.97	124.50
City of Fircrest – 3% Increase	51.15	56.85	60.88	86.40	92.43	123.78
City of Fircrest – 2.5% Increase	50.90	56.57	60.58	85.98	91.98	123.18
City of Fircrest – 2% Increase	50.66	56.29	60.28	85.56	91.54	122.58
City of Fircrest – No Increase	49.66	55.19	59.10	83.88	89.74	120.17

Staff recommends that the Council approve a 3% increase for 2025. This increase would generate approximately \$54,150 of additional revenue and allow the City to close the gap between the anticipated ending fund balance and the target reserve. The bi-monthly increases to customer bills are shown in the chart below.

	2024 Current	2025 Proposed	Difference	% Increase
Base Rate	\$40.22	\$41.43	\$1.21	3.0%
800 cf	49.66	51.15	1.49	3.0%
1179 cf	55.19	56.85	1.66	3.0%
1400 cf	59.10	60.88	1.78	3.0%
2800 cf	83.88	86.40	2.52	3.0%
3131 cf	89.74	92.43	2.69	3.0%
4500 cf	120.17	123.78	3.61	3.0%

Base rate does not include any water usage. All other rates shown include base rates plus water usage charges.

The chart below shows the effect of a 3.0% increase in 2025, followed by a 2% increase in 2026 and 2027. While staff is not recommending the adoption of rate increases beyond 2025 without additional evaluation, the requested information is shown below.

	Current Rate	3.0% Increase	2025 Rate	2.0% Increase	2026 Rate	2.0% Increase	2027 Rate
Base Rate	\$40.22	\$1.21	\$41.43	\$0.83	\$42.26	\$0.85	\$43.10
800 cf	49.66	1.49	51.15	1.02	52.17	1.04	53.22
1179 cf	55.19	1.66	56.85	1.14	57.98	1.16	59.14
1400 cf	59.10	1.77	60.87	1.22	62.09	1.24	63.33
2800 cf	83.88	2.52	86.40	1.73	88.12	1.76	89.89
3131 cf	89.74	2.69	92.43	1.85	94.28	1.89	96.17
4500 cf	120.17	3.61	123.78	2.48	126.25	2.53	128.78

The base rate does not include water usage. All other rates shown include base rates plus water usage charges.

Additional work is needed in the coming year to assess the Water Utility Fund and explore strategies to ensure its long-term financial health. At this time, staff recommend a water rate increase to maintain the fund in a prudent manner. This increase will strengthen the ending fund balance while providing the necessary time to evaluate the Water Fund further and consider options for its long-range sustainability.

If the Council supports the rate increase, a public hearing must be held prior to its adoption. The Council can set the date for a public hearing at the November 12th City Council meeting, which will allow for sufficient time for the required public notice. Following the public hearing, an ordinance will be presented to Council for adoption. If adopted, the rate increase would take effect with the February 1st utility billing cycle and the increase will be reflected on the April 2025 utility statements.

Please let me know if you have any questions or require additional information on this topic. Thank you.

City of Fircrest
Water Utility - Customer Impact
Typical Single-Family Residential Bill

Bi-Monthly Use (cf)	1,179
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Winter Billing Cycle Average (February 2023)
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Charge	2024 Current	2025 Proposed
Base Charge (Bi-Monthly)		
Bi-Monthly	\$ 40.22	\$ 41.43
Volume		
Tier 1 (0-1,000 cf)	\$ 0.0118	\$ 0.0122
Tier 2 (1,001-4,000 cf)	0.0177	0.0182
Tier 3 (4,001+ cf)	0.0301	0.0310

Consumption Amount	2024 Current	2025 Proposed
Fixed Bi-Monthly Rate:	\$ 40.22	\$ 41.43
Volume:	Cubic Ft	
Tier 1 Usage	1,000	11.80
Tier 2 Usage	179	3.17
Tier 3 Usage	-	-
Total Usage:	1,179	14.97
Total:	\$ 55.19	\$ 56.85

Bi-Monthly Use (cf)	3,131
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Summer Billing Cycle Average (August 2023)
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Charge	2024 Current	2025 Proposed
Base Charge (Bi-Monthly)		
Bi-Monthly	\$ 40.22	\$ 41.43
Volume		
Tier 1 (0-1,000 cf)	\$ 0.0118	\$ 0.0122
Tier 2 (1,001-4,000 cf)	0.0177	0.0182
Tier 3 (4,001+ cf)	0.0301	0.0310

Consumption Amount	2024 Current	2025 Proposed
Fixed Bi-Monthly Rate:	\$ 40.22	\$ 41.43
Volume:	Cubic Ft	
Tier 1 Usage	1,000	11.80
Tier 2 Usage	2,131	37.72
Tier 3 Usage	-	-
Total Usage:	3,131	49.52
Total:	\$ 89.74	\$ 92.43

City of Fircrest
Water Utility - Customer Impact
Single-Family Residential Bill - other examples

Bi-Monthly Use (cf)	800
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Billing Based on 800 cf

Charge	2024 Current	2025 Proposed
Base Charge (Bi-Monthly)		
Bi-Monthly	\$ 40.22	\$ 41.43
Volume		
Tier 1 (0-1,000 cf)	\$ 0.0118	\$ 0.0122
Tier 2 (1,001-4,000 cf)	0.0177	0.0182
Tier 3 (4,001+ cf)	0.0301	0.0310

Consumption Amount	2024 Current	2025 Proposed
Fixed Bi-Monthly Rate:	\$ 40.22	\$ 41.43
Volume:	Cubic Ft	
Tier 1 Usage	800	9.44
Tier 2 Usage	-	-
Tier 3 Usage	-	-
Total Usage:	800	9.44
Total:	\$ 49.66	\$ 51.15

Bi-Monthly Use (cf)	1,400
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Billing Based on 1400 cf

Charge	2024 Current	2025 Proposed
Base Charge (Bi-Monthly)		
Bi-Monthly	\$ 40.22	\$ 41.43
Volume		
Tier 1 (0-1,000 cf)	\$ 0.0118	\$ 0.0122
Tier 2 (1,001-4,000 cf)	0.0177	0.0182
Tier 3 (4,001+ cf)	0.0301	0.0310

Consumption Amount	2024 Current	2025 Proposed
Fixed Bi-Monthly Rate:	\$ 40.22	\$ 41.43
Volume:	Cubic Ft	
Tier 1 Usage	1,000	11.80
Tier 2 Usage	400	7.08
Tier 3 Usage	-	-
Total Usage:	1,400	18.88
Total:	\$ 59.10	\$ 60.88

City of Fircrest
Water Utility - Customer Impact
Single-Family Residential Bill - other examples

Bi-Monthly Use (cf)	2,800
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Billing Based on 2800 cf

Charge	2024 Current	2025 Proposed
Base Charge (Bi-Monthly)		
Bi-Monthly	\$ 40.22	\$ 41.43
Volume		
Tier 1 (0-1,000 cf)	\$ 0.0118	\$ 0.0122
Tier 2 (1,001-4,000 cf)	0.0177	0.0182
Tier 3 (4,001+ cf)	0.0301	0.0310

Consumption Amount	2024 Current	2025 Proposed
Fixed Bi-Monthly Rate:	\$ 40.22	\$ 41.43
Volume:	Cubic Ft	
Tier 1 Usage	1,000	11.80 12.15
Tier 2 Usage	1,800	31.86 32.82
Tier 3 Usage	-	- -
Total Usage:	2,800	43.66 44.97
Total:	\$ 83.88	\$ 86.40

Bi-Monthly Use (cf)	4,500
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Billing Based on 4500 cf

Charge	2024 Current	2025 Proposed
Base Charge (Bi-Monthly)		
Bi-Monthly	\$ 40.22	\$ 41.43
Volume		
Tier 1 (0-1,000 cf)	\$ 0.0118	\$ 0.0122
Tier 2 (1,001-4,000 cf)	0.0177	0.0182
Tier 3 (4,001+ cf)	0.0301	0.0310

Consumption Amount	2024 Current	2025 Proposed
Fixed Bi-Monthly Rate:	\$ 40.22	\$ 41.43
Volume:	Cubic Ft	
Tier 1 Usage	1,000	11.80 12.15
Tier 2 Usage	3,000	53.10 54.69
Tier 3 Usage	500	15.05 15.50
Total Usage:	4,500	79.95 82.35
Total:	\$ 120.17	\$ 123.78

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: Resolution Establishing a Middle Housing Ad Hoc Committee

ITEM: 13A

DATE: November 26, 2024

FROM: Mayor Shannon Reynolds
Dawn Masko, City Manager

RECOMMENDED MOTION: I move to adopt Resolution No. _____, establishing a Special Middle Housing Ad Hoc Citizen Advisory Committee.

PROPOSAL: The City Council is being asked to adopt a resolution establishing a Special Middle Housing Ad Hoc Citizen Advisory Committee.

FISCAL IMPACT: None identified.

ADVANTAGES: The committee will allow Fircrest residents to collaborate with City staff and Councilmembers to prepare an application for an alternative to or timeline extension for full implementation of [House Bill \(HB\) 1110](#).

DISADVANTAGES: None identified.

ALTERNATIVES: Do not form the Committee.

BACKGROUND: The City Council has directed staff to apply for a timeline extension for the implementation of [HB 1110](#). A citizens committee has been actively engaged in exploring this issue, meeting periodically with staff to discuss [HB 1110](#) and potential alternative approaches to its implementation. Forming an ad hoc committee will enable City representatives and community members to work together to gather and prepare the necessary materials and required supporting documentation to prepare an application to the Washington State Department of Commerce to request an alternative to or timeline extension for full implementation of the provisions of [HB 1110](#) regarding Middle Housing, passed by the Washington State Legislature in 2023.

The Middle Housing Committee will serve as an advisory committee to the City Council. Its primary role is to assist City staff in gathering and preparing the application materials and supporting documentation for Council consideration for an alternative or a timeline extension for the full implementation of [HB 1110](#). While the Committee does not have the authority to submit the application to the Department of Commerce or authorize expenditures for consultants, studies, or other related costs, it will provide recommendations to the City Council regarding any such financial outlays. The Committee will dissolve after the application materials are completed and presented to the City Council for consideration or by June 30, 2025, whichever comes first.

In accordance with Council Rule 23. C, the Mayor will appoint committee members with the advice and consent of the City Council and appoint the Chair of the Committee. The Committee will consist of Councilmembers, and community members who have relevant experience, expertise, or insights that will contribute to the successful completion of the application materials.

ATTACHMENTS: [Resolution](#)

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: Confirmation of Middle Housing Ad Hoc Committee Appointments

ITEM: 13B

DATE: November 26, 2024

FROM: Mayor Shannon Reynolds

RECOMMENDED MOTION: I move to confirm the Mayor's appointments to the Middle Housing Ad Hoc Committee as follows:

- Councilmember David Viafore – Committee Chair
 - Councilmember Jim Andrews
 - Councilmember Hunter George
 - Frank Ladenburg, Fircrest Resident
 - Jim Otness, Fircrest Resident
 - Denise Ladenburg, Fircrest Resident
-

PROPOSAL: The City Council established the Special Middle Housing Ad Hoc Citizen Advisory Committee to assist City staff in gathering and preparing materials and supporting documentation to apply for an extension with the Department of Commerce for an alternative to or timeline extension for full implementation of [House Bill \(HB\) 1110](#).

The Middle Housing Committee will serve as an advisory committee to the City Council. Its primary role is to assist City staff in preparing the application materials for Council consideration for an alternative to or timeline extension to delay the implementation of [HB 1110](#). While the Committee does not have the authority to submit the application to the Department of Commerce or authorize expenditures for consultants, studies, or other related costs, it will provide recommendations to the City Council regarding the application and any related financial outlays.

All Committee members are expected to attend and actively participate in scheduled meetings, offer guidance in their areas of expertise, be open and respectful, be inclusive and accessible, foster collaboration toward completing the task, and remain responsive to both legal obligations and the needs of the community.

The Committee will dissolve after the extension materials are completed for City Council consideration or by June 30, 2025, whichever comes first.

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: 2025 Salary Ordinance for Non-Represented Employees

ITEM: 13C

DATE: November 26, 2024

FROM: Dawn Masko, City Manager

RECOMMENDED MOTION: I move to adopt Ordinance No. _____, amending Fircrest Municipal Code 2.44.050 relating to salaries of non-union City employees and amending Fircrest Municipal Code 2.44.090 relating to hourly rates of pay for casual and seasonal employees.

PROPOSAL: The City Council is being asked to adopt the proposed salary ordinance relating to the salaries of non-union and hourly employees, which will become effective January 1, 2025.

FISCAL IMPACT: The attached ordinance proposes a 3.6% Cost of Living Adjustment (COLA) for non-represented employees based on the Consumer Price Index – Urban Wage Earners and Clerical Workers (CPI-W) for the year ending June 2024. The COLA increase is included in the 2025 Preliminary Budget.

Additionally, a partial market adjustment is proposed for the Parks & Recreation Director, whose salary range has not been updated since 2018, resulting in a significant gap below the market average. Similarly, a market range adjustment is recommended for the Court Administrator, whose salary range has also not been adjusted since 2018. These adjustments address the final exempt staff positions whose ranges have not been revised in recent years. These adjustments will increase the budget by approximately \$15,480, including mandated benefits such as Social Security, Medicare, and State of WA Retirement contributions.

ADVANTAGES: This proposal ensures the City remains competitive with comparable cities by providing a 3.6% COLA while also addressing the significantly under-market salary range for the Parks and Recreation Director, bringing it closer to the median market range.

DISADVANTAGES: None have been identified other than the cost of the COLA, which has been included in the 2025 Preliminary Budget, and the cost of the market adjustments.

ALTERNATIVES: Not provide a cost-of-living adjustment or market adjustment.

HISTORY: The City has historically provided 100% of the June to June Consumer Price Index – Urban Wage Earners and Clerical Workers (CPI-W). Prior year COLAs have been:

- 2024 – 4.5%
- 2023 – 9.5%
- 2022 – 6.3%
- 2021 – 1.0%
- 2020 – 1.7%
- 2019 – 3.6%

A recent salary survey was conducted to compare the City's salary ranges with those of comparable cities in the region. The survey used the median market compensation at the 50th percentile, which is widely recognized as the market midpoint. Of the City's 24 non-represented job classifications, all but five were found to be below the 50th percentile median salary rate, based on Step A of the salary range. A proposal was considered to increase positions that are more than 5% below the median market salary to within 5% of the market rate. However, due to budget uncertainties, it was decided to revisit wages later in 2025. The only exceptions are the Parks & Recreation Director position, which has not been reviewed since 2018 and is currently 13% below the market rate, and the Court Administrator, whose range has also not been adjusted since 2018.

ATTACHMENTS: [Ordinance](#)

**CITY OF FIRCREST
ORDINANCE NO. _____**

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

WHEREAS, the City seeks to adopt a cost of living increase of 3.6% based on the Consumer Price Index All Urban Consumers (CPI-W) for the year ending June 2025; and

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

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

Section 1. FMC 2.44.050, Amended. Section 1 of Ordinance No. 1724 and FMC Section 2.44.050 are hereby amended to read as follows:

Non-Union Salaries. From and after January 1, 2025, the full-time equivalent monthly salary range of the following regular full-time, regular part-time, and temporary City positions is fixed at the following sums. No employee shall be paid an average monthly base salary that exceeds the maximum provided hereunder.

<u>Position</u>	<u>Minimum</u>	<u>Maximum</u>
Office Assistant I	\$3,764	\$4,804
Passport Specialist	\$3,764	\$4,804
Court Clerk I	\$4,525	\$5,775
Office Assistant II	\$4,525	\$5,775
Police Records Technician/CSO I	\$4,645	\$5,929
Recreation Specialist	\$4,645	\$5,929
Administrative Assistant	\$4,888	\$6,238
Deputy City Clerk	\$4,888	\$6,238
Events Coordinator	\$4,888	\$6,238
Court Clerk II	\$5,068	\$6,468
Permit Coordinator/Assistant Planner	\$5,092	\$6,499
Recreation Program Coordinator	\$5,100	\$6,509
Accountant I	\$5,156	\$6,581
Police Records Technician/CSO II	\$5,202	\$6,639
Accountant II	\$6,052	\$7,724
Recreation Supervisor	\$6,116	\$7,805
IT Systems Coordinator	\$6,164	\$7,867
Court Administrator – without contracted	\$6,834	\$8,723
City Clerk	\$6,944	\$8,863
Court Administrator – with contracted court	\$7,893	\$10,074
Parks & Recreation Director	\$9,260	\$11,818
Community Development Director	\$10,206	\$13,025
Finance Director	\$10,206	\$13,025
Public Works Director	\$10,206	\$13,025
Police Chief	\$11,310	\$14,435

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

Section 2. FMC 2.44.090, Amended. Section 2 of Ordinance No. 1712 and FMC 2.44.090 are hereby amended to read as follows:

Casual and Seasonal Employees. From and after January 1, 2025, the hourly rate of pay for casual or seasonal employees, unless otherwise provided, shall range between the State of Washington’s minimum wage of sixteen dollars and sixty-six cents (\$16.66) and thirty-five dollars (\$35.00) per hour, depending on the requirements of the position and the qualifications of the individual, as determined by the City Manager.

No employee shall be paid an hourly rate that exceeds the maximum provided hereunder.

<u>Position</u>	<u>Years of Employment</u>			
	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>
Maintenance Worker	\$17.25	\$17.50	\$17.75	\$18.00
Pool Cashier	\$17.25	\$17.50	\$17.75	\$18.00
Lifeguard	\$17.85	\$18.10	\$18.35	\$18.60
Swim Instructor	\$17.85	\$18.10	\$18.35	\$18.60
Recreation Leader	\$17.85	\$18.10	\$18.35	\$18.60
Swim Coach	\$18.70	\$18.95	\$19.20	\$19.45
Head Lifeguard	\$19.25	\$19.50	\$19.75	\$20.00
Senior Bus Driver	\$21.65	\$21.90	\$22.15	\$22.40
Pool Manager	\$25.15	\$25.40	\$25.65	\$25.90
Court Bailiff	\$35.00	\$35.00	\$35.00	\$35.00

Section 2. Corrections. The City Clerk and codifiers of the ordinance are authorized to make necessary corrections to this ordinance, including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

Section 3. Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such invalidity shall not affect the validity or effectiveness of the remaining portions of this ordinance.

Section 4. Summary, Publication, and Effective Date. This Ordinance or a summary thereof consisting of the title, shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after its adoption and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this 26th day of November 2024.

APPROVED:

Shannon Reynolds, Mayor

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ATTEST:

Arlette Burkhart, City Clerk

APPROVED AS TO FORM:

Robert Zeinemann, City Attorney

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: Meeting Date Change for 12/24/24 Regular City Council Meeting

ITEM: 13D

DATE: November 26, 2024

FROM: Dawn Masko, City Manager

RECOMMENDED MOTION: I move to adopt Resolution No. _____, changing the date of the December 24, 2024, City Council meeting to December 23, 2024, at 4:00 PM.

PROPOSAL: The City Council is being asked to adopt a resolution changing the date of the December 24, 2024, regular City Council meeting to December 23, 2024, at 4:00 PM. Should the Council approve this resolution, copies of the resolution will be posted at City Hall and other Council-approved public posting places per Fircrest Municipal Code [2.12.020](#).

FISCAL IMPACT: None.

ADVANTAGES: Allows the City Council to conduct its regularly scheduled Council meeting on a different date during the holiday week.

DISADVANTAGES: None.

ALTERNATIVES: The City Council could choose not to change the December 24, 2024, regular Council meeting date.

HISTORY: Historically, the City Council has changed the meeting time of the second regular City Council meeting in December and kept the agenda primarily to consent agenda items, such as approving vouchers. As the second regular City Council meeting falls on Christmas Eve in 2024, the proposal is to change the actual date of the meeting and not just the time.

ATTACHMENTS: [Resolution](#)

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF FIRCREST, WASHINGTON, CHANGING THE DATE
OF THE DECEMBER 24, 2024, REGULAR CITY COUNCIL
MEETING TO DECEMBER 23, 2024, AT 4:00 PM.**

WHEREAS, Fircrest Municipal Code [2.12.010](#) Date and Time of Meetings states: “*The City Council shall hold regular meetings on the second and fourth Tuesdays of each month of each calendar year, beginning at 7:00 p.m. unless otherwise determined by the City Council. The Council may cancel one regular meeting during any month by adoption of a resolution to such effect at least 10 days in advance of the meeting to be canceled. In the event any regular meeting is so canceled, copies of the resolution shall be posted at the City Hall and other council-approved public posting places. In the event any such meeting date falls on a legal holiday, such meetings shall be held on the day following, unless rescheduled to another day or canceled as provided hereunder.*”; and

WHEREAS, the Fircrest City Council desires to move the December 24, 2024, regular City Council meeting to December 23, 2024, at 4:00 PM.

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

Section 1. The December 24, 2024, regular City Council meeting is moved to December 23, 2024, at 4:00 PM.

Section 2. Copies of this resolution will be posted at City Hall and other Council-approved public posting places per Fircrest Municipal Code [2.12.010](#).

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 26th day of November
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: Apex Engineering On-Call Engineering Services Contract Amendment
ITEM: 13E
DATE: November 26, 2024
FROM: Tyler Bemis, Public Works Director

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute Amendment #9 to the Professional Services Agreement with Apex Engineering LLC for on-call engineering services.

PROPOSAL: The City Council is being asked to authorize the City Manager to execute Amendment #9 to the Professional Services Agreement with Apex Engineering Services LLC to provide on-call engineering services.

FISCAL IMPACT: This agreement does not have a contract amount attached, as the work will be performed by task order for each request. Total costs are to be within the budgeted amount for professional services for each respective department.

ADVANTAGES: Utilizing an on-call engineer helps expedite project approval and design. Apex Engineering provides a wide variety of engineering services that meet the potential needs of Public Works.

DISADVANTAGES: None identified.

ALTERNATIVES: Do not have an on-call engineer for services and provide professional service agreements for each task, potentially delaying project work during the engineer selection process.

BACKGROUND: Apex Engineering has provided the City with on-call engineering services since 2016. The City has been successful in utilizing Apex's services in the past years. The City and Apex Engineering wish to continue this on-call engineering contract.

ATTACHMENTS: [Resolution](#)
[Amendment #9 to the Professional Services Agreement](#)
[Exhibit B – 2025 Professional Services Fee Schedule](#)

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE CITY MANAGER
TO EXECUTE A NINTH AMENDMENT TO THE PROFESSIONAL
SERVICES AGREEMENT WITH APEX ENGINEERING LLC FOR
ON-CALL ENGINEERING SERVICES.**

WHEREAS, the City of Fircrest has contracted with Apex Engineering LLC to provide on-call engineering services for transportation-type projects and additional services as needed since 2016; and

WHEREAS, the City of Fircrest has identified funds for these services in the annual budget; and

WHEREAS, the current Agreement term will expire on December 31, 2024; and

WHEREAS, the City of Fircrest wishes to continue utilizing Apex Engineering LLC for these services.

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

Section 1. The City Manager is hereby authorized and directed to execute a Ninth Amendment to the Professional Services Agreement with Apex Engineering LLC, extending the term of the agreement through December 31, 2025, and updating the fees.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 26th day of November 2024.

APPROVED:

Shannon Reynolds, Mayor

ATTEST:

Arlette Burkhardt, City Clerk

APPROVED AS TO FORM:

Robert Zeinemann, City Attorney

**AMENDMENT #9
TO THE CITY OF FIRCREST
PROFESSIONAL SERVICES AGREEMENT
WITH APEX ENGINEERING LLC
FOR ON-CALL ENGINEERING SERVICES**

This Ninth Amendment is hereby made and entered into this 26th day of November 2024 by and between the City of Fircrest, a political subdivision of the State of Washington, hereinafter referred to as the “City,” and Apex Engineering LLC, hereinafter referred to as “Consultant”, to be effective January 1, 2025.

WITNESSETH:

1. **Purpose**

The purpose of this Ninth Amendment is to amend the March 22, 2016 agreement. This amendment is limited to the amendments as set forth herein. All of the remaining terms and conditions of the March 22, 2016, agreement shall remain in full force and effect. The amendments are as follows:

2. Exhibit B is hereby replaced with a new Exhibit B to reflect the 2025 schedule of charges.
3. The Term of Agreement shall be extended through December 31, 2025.

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

CITY OF FIRCREST

APEX ENGINEERING LLC

By _____
Dawn Masko, City Manager

By _____

Approved as to Form:

By _____
Robert Zeinemann, City Attorney

EXHIBIT B

APEX ENGINEERING PROFESSIONAL SERVICES FEE SCHEDULE - 2025

<u>Office</u>	Standard Hourly Rate
Principal	\$230.00
Senior Project Manager	\$220.00
Professional Engineer	\$210.00
Professional Land Surveyor	\$200.00
Project Manager	\$190.00
Construction Project Manager	\$180.00
Senior Design Engineer	\$170.00
Senior CAD Designer	\$170.00
Design Engineer	\$160.00
CAD Designer	\$150.00
Survey Field Coordinator	\$175.00
Survey Technician	\$155.00
Project Expeditor	\$150.00
Administrative	\$100.00
Senior Planner	\$170.00
Planning Technician	\$110.00
Survey Crew	\$220.00
3-Person Survey Crew	\$300.00
Inspector	\$165.00

Reimbursable Expenses

	Standard Federal Rate
Mileage	
Deliveries	Cost plus 15%
Misc. Outside Costs	Cost plus 15%
Photography/Special Materials	Cost Plus 15%
Copies (1-sided)	\$0.05/Each
Copies (2-sided)	\$0.10/Each
Foam Core (Sq Ft)	\$1.30
Prints - Black & White (Sq Ft)	\$0.33
Prints - Color (Sq Ft)	\$1.00
Mylars	\$10.20
Public Notice Posting Boards	
Large (36" x 48") Yellow	\$16.00/each
Small (12" x 24" Yellow) / (18" x 24" White)	\$5.00/each

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: Resolution Authorizing Execution of Agreement with CivicPlus LLC for Website Design and Hosting Services

ITEM: 13F

DATE: November 26, 2024

FROM: Dawn Masko, City Manager

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute a Professional Services Agreement with CivicPlus LLC for website design and hosting services.

PROPOSAL: The City Council is being asked to authorize the City Manager to execute a Professional Services Agreement with CivicPlus NW for website design and hosting services.

FISCAL IMPACT: The initial cost of services is \$5,576, which includes a one-time \$1,000 fee for server configuration and migrating content to the new website. The subsequent annual cost to administer and host the website is \$4,576. The initial fee will be paid for with American Rescue Plan Act (ARPA) funds. The City paid \$3,588 for website hosting fees in 2024.

ADVANTAGES: This agreement will allow the City to launch an updated website that better serves and engages the public. The new website will offer enhanced functionality, be user-friendly, widely accessible (devices and browsers), and be ADA-compliant.

DISADVANTAGES: None identified.

ALTERNATIVES: The City could opt to retain the current website. However, the existing website is increasingly problematic, with issues related to compatibility, accessibility, and functionality. Additionally, it is difficult to manage, has limited options for updating content, and lacks user-friendly features. It also does not allow citizens to sign up for notifications on items of interest to them, and the City has to pay to add additional features, such as the recent addition of Facebook and Instagram links.

BACKGROUND: The City has been evaluating options for updating its website for quite some time. The last website redesign, which cost nearly \$25,000, was completed in 2017. CivicPlus, a company with over 20 years of expertise in municipal websites, has developed a platform that uses a content management system (CMS) tailored specifically for local governments. This platform streamlines user navigation while making it easier for administrators to manage and edit content.

CivicPlus offers a cost-effective solution for website design, with pricing significantly lower than most general web designers who lack specialization in government websites. Additionally, CivicPlus holds a U.S. General Services Administration contract, which further reduces costs for public entities. The City will also benefit from discounted rates on the other CivicPlus modules we currently use, including ArchiveSocial and the recent contract with Mondiso for accessibility reviews and ADA compliance assistance.

ATTACHMENTS: [Resolution](#)
[Professional Services Agreement](#)
[Website Proposal](#)

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WHEREAS, the City of Fircrest’s website has not been updated since 2017; and

WHEREAS, CivicPlus LLC specializes in local government websites and offers design services that best meet the needs of the City; and

WHEREAS, the City desires to enter into an agreement with CivicPlus for website design and hosting.

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

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 26th day of November
2024.

Shannon Reynolds, Mayor

Arlette Burkhardt, City Clerk

Robert Zeinemann, City Attorney

**CITY OF FIRCREST
PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT, hereinafter referred to as "Agreement" is entered into this 20th day of November, 2024, by and between the City of Fircrest, a political subdivision of the State of Washington and hereinafter referred to as the "City" and CivicPlus LLC, hereinafter referred to as "Consultant" in consideration of the mutual benefits, terms and conditions hereinafter specified.

WHEREAS, the City has determined a need to have certain services performed for its citizens; and

WHEREAS, the Consultant is in the business of performing such services, which are described below.

NOW, THEREFORE, the parties hereby agree as follows:

1. SCOPE OF SERVICES

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

2. TERMS OF AGREEMENT

This Agreement shall be in full force and effect on the above date and shall continue for an initial period of 12 months and may be renewed yearly thereafter as provided in the SOW. Time is of the essence in this Agreement. Notwithstanding the foregoing, the Consultant will not be liable or responsible for any delay in the time or completion of the services due to the action or inaction of the City. Either party may terminate this Agreement upon sixty (60) day's written notice to the other party.

3. PAYMENT

Upon receipt of an invoice from the Consultant, the City shall pay the invoice within 30 days of the date of the invoice. The Consultant shall be paid a total amount not to exceed Five thousand five hundred and seventy-six Dollars and 0/100 (\$5,576), excluding sales tax, without written modification of this Agreement signed by City.

4. ASSIGNMENT

The Consultant shall not subcontract, assign, or transfer any of the services covered by this Agreement without the City's prior written consent. Notwithstanding the foregoing, the Consultant may assign and transfer all of its rights under this Agreement by a sale of a majority of its assets or merger.

5. COMPLIANCE WITH LAWS

Consultant shall perform the work in compliance with all applicable laws, ordinances, and codes of the Federal, State, and local governments. Consultant shall also possess, maintain, and comply with all Federal, State, and local permits, licenses, and certificates that may be required for it to perform the work. Per Fircrest Municipal Code 5.04.020, the Consultant agrees to obtain a City of Fircrest business license prior to performing any work pursuant to this Agreement.

6. CONSULTANT’S REPRESENTATIONS

The Consultant hereby represents that it has all necessary licenses and certifications, skills, ability, and knowledge to perform the services provided for herein and is qualified to perform such services.

7. CONFIDENTIALITY OF INFORMATION

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

8. HOLD HARMLESS, DEFENSE, AND INDEMNITY

CivicPlus will defend at its expense or settle any third-party claim against Customer alleging that the Services provided under this Agreement infringe intellectual property rights. CivicPlus will pay infringement claim defense costs, CivicPlus–negotiated settlement amounts, and damages finally awarded by a court. CivicPlus has no obligation for any claim of infringement arising from Customer's use of the Services for purposes not contemplated by this Agreement. CivicPlus’s indemnification obligations under this Section 15 are conditioned upon the Customer (i) promptly notifying the CivicPlus of any claim in writing; (ii) cooperating with CivicPlus in the defense of the claim; and (iii) granting CivicPlus sole control of the defense or settlement of the claim. The indemnification obligations of CivicPlus herein shall not apply to any claims of intellectual property infringement related to Customer Content.

The Consultant shall indemnify, defend, protect, and hold harmless the City of Fircrest and its officers, employees, and Councilmembers from and against any and all liability, losses, claims, demands, damages, expenses, lawsuits, liens, actions, and reasonable costs brought against the City by a third party directly arising out of Consultant’s performance of the work and caused by the sole grossly negligent act or omission, willful misconduct, or violation of law of or by the Consultant or its employees, agents and subcontractors, except to the extent caused by the negligence or willful misconduct of the City, its officers, employees and Councilmembers or as otherwise provided or limited by law. This indemnification shall extend to and include reasonable attorneys’ fees and litigation costs, and the cost of establishing the right of indemnification hereunder in favor of the City.

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

9. INSURANCE

The Consultant will obtain and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Consultant shall maintain at least the following minimum insurance coverage covering all activity under this agreement, and as to which the City shall be named as primary non-contributory additional insured on the Liability insurance:

a. Workers’ Compensation Coverage

Statutory

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

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

10. NON-DISCRIMINATION

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

11. NON-WAIVER

The waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provisions. No payment by the City to the Consultant shall be considered or construed to be an approval or acceptance of any work or a waiver of any breach or default.

12. PERFORMANCE AND STANDARDS

Consultant shall perform its work to conform to generally accepted professional standards. Consultant shall be responsible for the professional quality, technical adequacy and accuracy, and timely completion of all work under this Agreement. The Consultant shall, without additional compensation, correct or reverse any errors or omissions in such work.

13. RECORDKEEPING

Consultant shall maintain accounts, records, and documents related to the performance of this Agreement and shall make them available, at reasonable times and at the City's expense, for the City's inspection, auditing, or evaluation during normal business hours as reasonably needed by City to assess performance, compliance, and quality assurance under this Agreement. Except as otherwise authorized by the City, the Consultant shall retain such records for a minimum period of three (3) years (or for any longer period required by law) after receipt of the final payment under this Agreement or termination of this Agreement.

14. SEVERABLE PROVISIONS

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

15. STATUS OF CONSULTANT

Neither the Consultant nor personnel employed by the Consultant shall acquire any rights or status in City employment, nor shall they be deemed employees or agents of the City for any purpose.

Consultant shall be deemed an independent Contractor and shall be responsible in full for payment of its employees, including prevailing wages, worker's compensation, insurance, payroll deductions, and all related costs.

16. TAXES

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

17. TERMINATION

This Agreement may be terminated by either party for cause immediately upon written notice if the other party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days of receiving notice of such breach and the non-breaching party's intention to terminate. This Agreement may be terminated by either party without cause upon sixty (60) days' written notice prior to the end of the current term. Any notices of termination under this Section shall be served to the other party by certified mail. In the case of either party's termination of this Agreement for Cause, the Consultant shall be compensated by the City for all work performed to the date of termination. Compensation under this section shall not include any cancellation charges.

18. NOTICES

All notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered by e-mail, personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

<i>Notice to the City of Fircrest shall be sent to:</i>	<i>Notice to the Consultant shall be sent to:</i>
City Manager City of Fircrest 115 Ramsdell Street Fircrest, WA 98466 Phone: 253-564-901 E-Mail: dmasko@cityoffircrest.net	 Phone: E-Mail:

19. VENUE STIPULATION

This Agreement has been and shall be considered as having been made and delivered within the State of Washington both as to interpretation and performance. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement, or any of the provisions contained therein, shall be instituted and maintained only in Pierce County Superior Court, Tacoma, Washington.

20. INTEGRATED AGREEMENT

This agreement, together with attachments or addenda, represents the entire and integrated agreement between the representations or agreements, written or oral. This Agreement shall also be subject to the terms and conditions outlined in the CivicPlus Master Services Agreement and the

applicable Solution and Services terms and conditions available at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (the "CivicPlus Terms"). In the event of any conflict or inconsistency between the terms of this Agreement and the CivicPlus Terms, the terms of this Agreement shall take precedence. This agreement may be amended only by written instrument signed by both City and Consultant.

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

CITY OF FIRCREST

By: _____
Dawn Masko, City Manager

CONSULTANT

By:  _____

Printed Name: Amy Vikander

Title: Senior VP of Customer Success

APPROVED AS TO FORM:

By: _____
Robert Zeinemann, City Attorney

ATTEST:

By: _____
Arlette Burkhart, City Clerk



GSA Statement of Work for Fircrest, WA
GSA Contract GS-35F-0124U

GSA CivicPlus Statement of Work

Labor Category	GSA Hourly Rate with IFF	Hours	Total Cost
Website Consultant	\$149.01	0	\$0.00
Project Manager	\$135.86	6	\$815.16
Network Consultant	\$135.86	0	\$0.00
Wireless Network Technician	\$135.86	0	\$0.00
Programmer	\$131.48	4	\$525.92
Graphic Designer	\$109.57	8	\$876.56
Writer	\$109.57	0	\$0.00
Server and Network Technician	\$109.57	12	\$1,314.84
Trainer	\$109.57	0	\$0.00
PC Technician	\$89.41	0	\$0.00
Content Developer	\$80.64	36	\$2,903.04
Subtotal			\$6,435.52
Discount			(\$859.52)
Initial Term Fees			\$5,576.00

- Ultimate Web Open Subscription & Implementation (150 pages migrated, free virtual training sessions).
- M3: Integratable Meetings Management Migration and Server Configuration – Server Configuration and up to 5 years of meetings documents (agendas, agenda packets, minutes) migrated into the sites's meetings directory with is integratable with CivicPlus' meeting management software.
- Text messaging – SMS Service with up to 20,000 text messages.



Initial Term Fees	\$5,576.00
Renewal Annual Services (subject to uplift)	\$4,576.00

1. Performance and payment under this Statement of Work ("SOW") by and between Fircrest, WA ("Customer") and CivicPlus ("CivicPlus") shall be subject to the terms & conditions of Contract GS-35F-0124U by and between the General Services Administration and CivicPlus (the "GSA Contract") and the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff>. In the event of any inconsistency between the GSA Contract and the Master Services Agreement, the GSA Contract shall take precedence.
2. This SOW shall remain in effect beginning at signing and continuing for 1 year. In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this SOW will automatically renew for an additional 1-year Renewal Term.
3. The Total Initial Term Fees will be invoiced as follows: 100% at signing.
4. Renewal Term Annual Services shall be invoiced on the first day of each Renewal Term. Annual services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in Year 2 of service. fee.



GSA Statement of Work for Firecrest, WA
GSA Contract GS-35F-0124U

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this SOW.

Authorized Client Signature

CivicPlus

By:

By:

Name:

Name:

Amy Vikander

Title:

Title:

Senior VP of Customer Success

Date:

Date:

11-20-2024

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)



GSA Statement of Work for Fircrest, WA
GSA Contract GS-35F-0124U

GSA CivicPlus Statement of Work

Labor Category	GSA Hourly Rate with IFF	Hours	Total Cost
Website Consultant	\$149.01	0	\$0.00
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Programmer	\$131.48	4	\$525.92
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Writer	\$109.57	0	\$0.00
Server and Network Technician	\$109.57	12	\$1,314.84
Trainer	\$109.57	0	\$0.00
PC Technician	\$89.41	0	\$0.00
Content Developer	\$80.64	36	\$2,903.04
Subtotal			\$6,435.52
Discount			(\$859.52)
Initial Term Fees			\$5,576.00

- Ultimate Web Open Subscription & Implementation (150 pages migrated, free virtual training sessions).
- M3: Integratable Meetings Management Migration and Server Configuration – Server Configuration and up to 5 years of meetings documents (agendas, agenda packets, minutes) migrated into the sites's meetings directory with is integratable with CivicPlus' meeting management software.
- Text messaging – SMS Service with up to 20,000 text messages.



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Renewal Annual Services (subject to uplift)	\$4,576.00

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3. The Total Initial Term Fees will be invoiced as follows: 100% at signing.
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GSA Statement of Work for Fircrest, WA
GSA Contract GS-35F-0124U

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this SOW.

Authorized Client Signature

CivicPlus

By:

By:

Name:

Dawn Masko

Name:

Title:

City Manager

Title:

Date:

11-26-2024

Date:

Organization Legal Name:

City of Fircrest

Billing Contact:

Megan Ryan

Title:

Accountant

Billing Phone Number:

253-238-4110

Billing Email:

finance@cityoffircrest.net

Billing Address:

115 Ramsdell Street

Fircrest, WA 98466

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

PO No. 42175



municipal websites

OPEN

City of Fircrest, Washington

Website Design & Hosting Solution

Proposal valid for 60 days from date of receipt

Prepared by:

Jordan Cairns
P: 785.370.7764
cairns@civicplus.com



CivicPlus Company Overview

CivicPlus History

CivicPlus began in 1998 when our founder, Ward Morgan, decided to focus on helping local governments work better and engage their residents through their web environment. Over the years, CivicPlus has continued to implement new technologies and merge with industry forerunners to maintain the highest standards of excellence and efficiency for our customers.



Our portfolio includes solutions for website design and hosting, parks and recreation management, emergency and mass communications, agenda and meeting management, 311 and CRM, process automation and digital services, codification, licensing and permits, web governance and ADA remediation, social media archiving, and FOIA management.

EXPERIENCE

20+ Years
12,000+ Customers
900+ Employees

RECOGNITION

Inc. 5000 11-time Honoree
GovTech 2023 Top 100 Company
Stevie® Awards Recognized with multiple, global awards for sales and customer service excellence

Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a leader in government web technology. We are proud to have earned the trust of our over 12,000 customers and their 100,000+ administrative users. In addition, over 340 million residents engage with our solutions daily.

Primary Office

302 S. 4th Street Suite 500
Manhattan, KS 66502
Toll Free: 888.228.2233 | Fax: 785.587.8951
civicplus.com



civicplus.com

Powering & Empowering Government

We empower municipal leaders to transform interactions between residents and government into consistently positive experiences that elevate resident satisfaction, increase revenue, and streamline operations.

Government leaders tell us that one of their most pressing needs is to improve how residents access and experience municipal services; however, they struggle with budget cutbacks and technology constraints. CivicPlus enables civic leaders to solve these problems, making consistently positive interactions between residents and government possible.

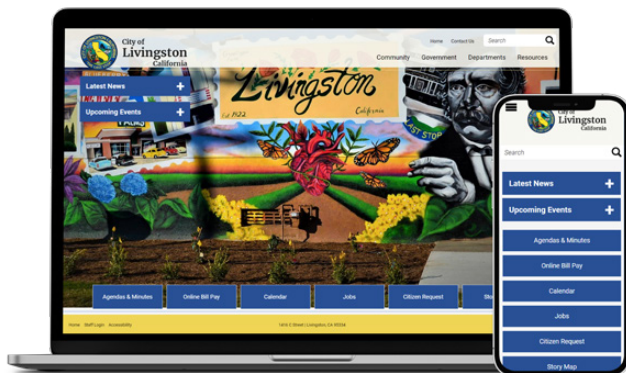
What sets us apart is our Civic Experience Platform. CivicPlus is the only government technology company exclusively committed to powering and empowering governments to efficiently operate, serve, and govern using our innovative and integrated technology solutions built and supported by former municipal leaders and award-winning support teams. With it, municipalities increase revenue and operate more efficiently while fostering trust among residents.



Premium Designs

The included design portfolio will provide you with an idea of the different directions we can take your creative design. Your art director will work with you to understand your municipality's needs and style.

Our Premium Designs are ideal for communities that want a professional, mobile-friendly design without the added expense of extensive custom design work. A Premium Design offers all the same features and functionality; any differences are website design related. Premium designs have fewer custom design elements, such as a non-scrolling site element, while still retaining enough design elements to make the site yours. Customize your logo, color palette menu, quick link layouts, and background images.



Livingston, California
cityoflivingston.org



Hooper City, Utah
hoopercity.com



Arkansas City, Kansas
arkcity.org

Ultimate Designs

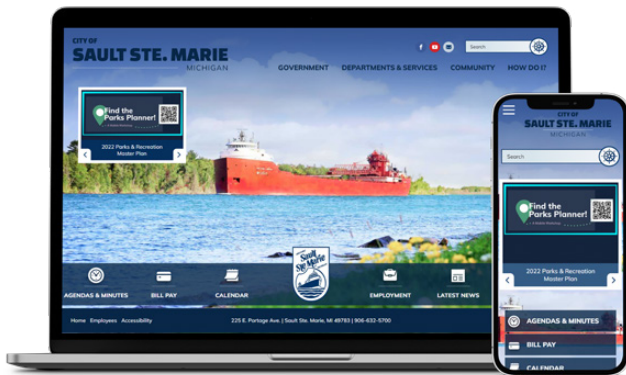
An Ultimate design allows you to start with a blank slate and provide optimal flexibility and design options for your new website. It is offered in both a scrolling and non-scrolling format. You will work with our designer to build a layout that uses our extensive widget library and add styling to give the site a unique look that fits your municipality.



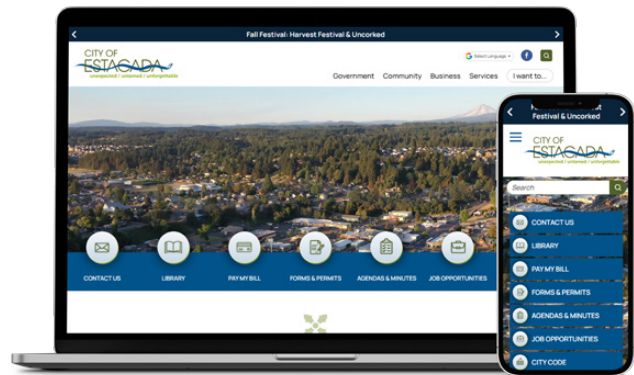
Clatsop County, Oregon
co.clatsop.or.us



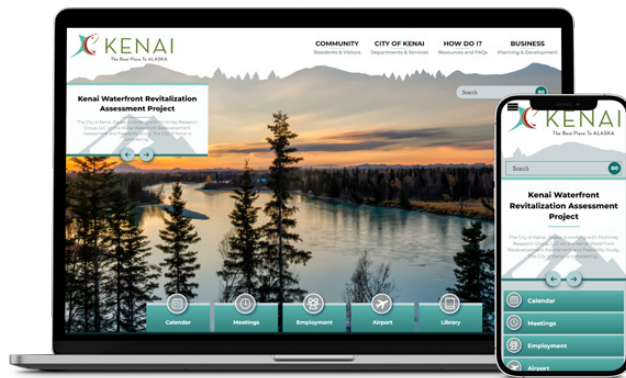
Mission Springs Water District, California
mswd.org



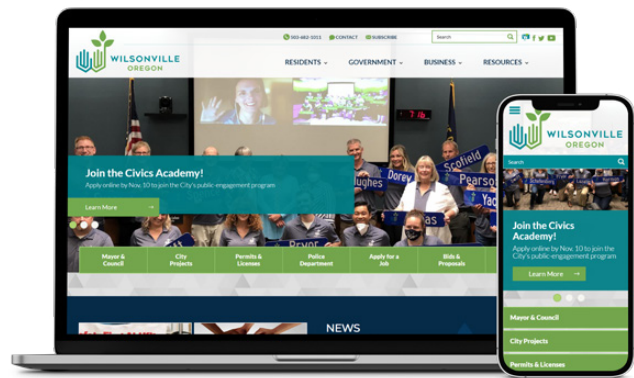
Sault Ste. Marie, Michigan
saultcity.com



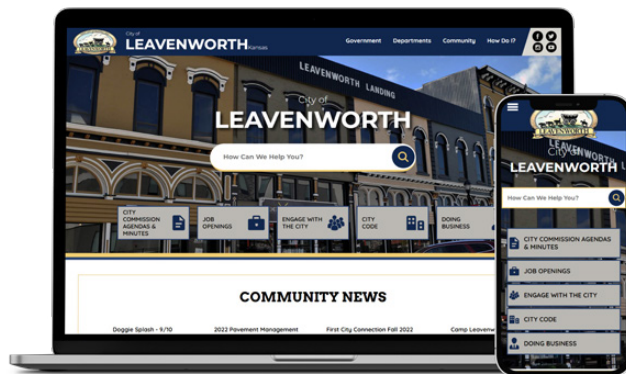
Estacada, Oregon
cityofestacada.org



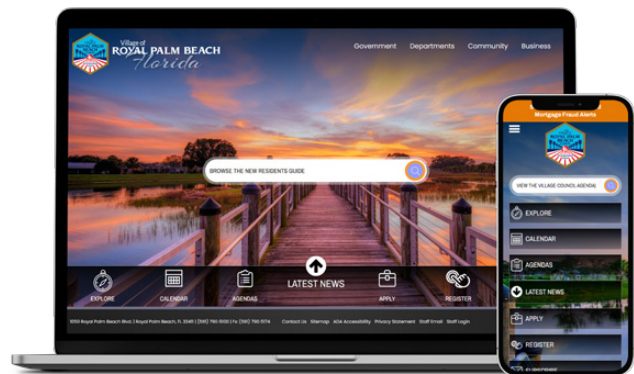
Kenai, Alaska
kenai.city



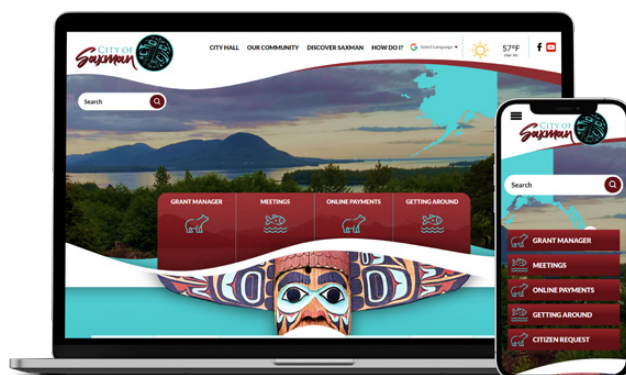
Wilsonville, Oregon
ci.wilsonville.or.us



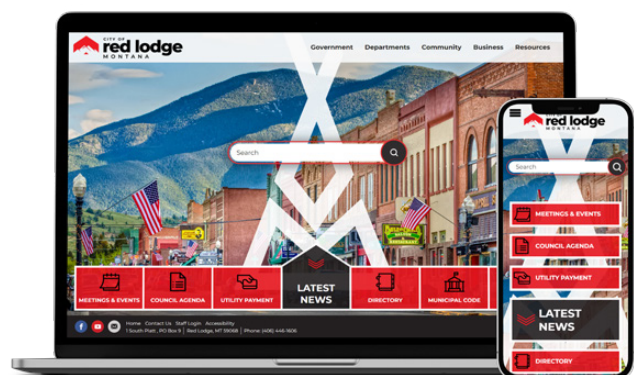
Leavenworth, Kansas
leavenworthks.org



Royal Palm Beach, Florida
royalpalmbeach.com



Saxman, Alaska
cityofsaxman.com



Red Lodge, Montana
cityofredlodge.net

CMS Features & Functionality

Our Municipal Websites Open are built using a CMS specifically for local governments and offers full feature sets for all your department's needs. Using CivicPlus for your website provides an excellent experience for both your staff and residents in the community. Granular permissions can allow each department to easily edit content and manage their residents' interactions.



We have the solution to the challenges you face with full feature sets for all your department needs!



Website Design Tailored to Your Needs



Hosting, Security, & Reporting



Modules That Provide Transparent Information



Resident Engagement Tools



Tools for Residents to Do Business Online



Convenient Access from Any Device



Intuitive & Easy to Use



Granular Permissions to Match Your Processes



ADA Compliance



Can Expand & Grow with Your Ever-Changing Needs

CivicPlus Website Features

WEBSITE DESIGN TAILORED TO YOUR NEEDS

Stunning Design – A professional art director will work closely with you to design a website that fits your municipality's style and needs.

Intuitive Site Navigation – Main navigation menu, via a mega menu or drop-down, keeps it simple to get to any page.

Image Displays – Interactive widgets that include photos and videos to showcase your community.



civicplus.com

Unlimited Number of Department Specific Pages (microsite) – A page specifically for an individual department/board that can automatically display department-specific information in the sidebar of your pages. This allows categorization and filtering by department and allows permissions to be department based.

Site Within a Site (subsite) – Add-on that allows any department/board or page to have an entirely different look and feel to match your department's style, while still being part of the same website and using the same backend CMS.

HOSTING, SECURITY, & REPORTING

Domain Management – CivicPlus can provide full-service domain hosting.

Secure Site Gateway – Every website receives an SSL certificate for your peace of mind.

Secure Login – Optimal security is available through Microsoft's Identity Server.

Single Sign On (SSO) – Ability to log into multiple CivicPlus products with the same login credentials.



Custom Identity Provider (IdP) – A custom IdP is available as an add-on through Azure AD, Okta, and ADFS.

CAPTCHA Secure – The CMS uses CAPTCHA technology to restrict auto-generated submissions.

Data Ownership – Customers always own the rights to all their data.

Audit Trail/History Logs – The CMS captures and stores a complete history of content postings.

Analytics and Reporting – Google Analytics provide web analytics and other reporting is available such as a broken links report.

MODULES THAT PROVIDE TRANSPARENT INFORMATION ON YOUR SITE

Advanced Calendaring – Create meetings and events to be displayed in calendars throughout your website. Residents can easily use our calendars with custom filters, multiple event views, and export capabilities.

Meetings and Agendas – Manually post meetings and agendas on the website with a built-in module. For advanced functionality, including automated agenda and packet generation and live meeting management, our integrated Agenda and Meeting Management product is available as an add-on.

Advanced Search in Your Website – Quickly search all pages and uploaded files across the website. Department-specific search options are also available.

News & Announcements – Display the most recent news on your home page or department pages.

FAQs – Easily show your most frequently asked questions and their corresponding answers.

Important Alerts – Prominently display urgent messages on the home page and/or department home pages to notify residents of time-sensitive information, such as closings or inclement weather warnings.

Document Center – Staff can upload and manage documents in one central repository.

Image Library – Store all your photos and graphical images in one central location for access by all applicable staff.



Staff Directory – Manage staff names and contact information in one central repository, and easily display applicable staff members on various pages.

Business Directory – As an optional add-on, this feature lists information about businesses within your community by category; businesses can also submit their information on a form to be approved by your staff before publishing.

Embedded Videos & iFrames – Embed Vimeo or YouTube videos or iFrame in third-party partners on any page.

Dynamic Site Map – Sitemap configuration that search engines can easily consume.

RESIDENT ENGAGEMENT TOOLS

Unlimited Email Subscriptions/Notifications – Allow residents to subscribe and receive email alerts for new website posts that interest them.

SMS Subscriptions/Notifications – This add-on feature allows residents to subscribe and receive SMS text messages for new website posts they're interested in.

RSS Feeds – RSS feeds are available for department updates, news, and urgent alerts.

TOOLS FOR RESIDENTS TO DO BUSINESS ONLINE

Requests, Feedback, and Submissions from Residents via Web Forms – Our fully customizable web forms allow for a variety of resident interaction. Form submissions can be automatically routed to a specific person or department. Common uses cases of our custom web forms include:

- Service Requests
- Contact Us
- Surveys and Polling
- Applications
- Suggestions, Complaints, and Tips

Interactive Maps – Provide a graphical representation of location-specific information shown on a map.

Job Postings and Applicants – Staff can post job openings, allowing residents to browse available jobs online and apply through an online form submission.

Payments – Citizens can make payments online through CivicPlus Pay (add-on) or you can iFrame or link out to another third-party payment system.

CONVENIENT ACCESS FROM ANY DEVICE

Responsive Design / Mobile Support – Your website design will be built to automatically adjust and scale so that it works well on all devices regardless of screen size, including wide screen monitors, tablets, and mobile devices.



INTUITIVE & EASY TO USE

Intuitive CMS – Easiest website editing with only a few clicks that's intuitive for even non-technical users.

Text and Image Editors – One WYSIWYG editor interface, similar to Microsoft Word, for all types of content, as well as an image editor to adjust focal points on photos.

Previewing – Edit pages to your liking before publishing to the live website.

Scheduling Options – Schedule content to automatically publish and unpublish on your site at a specific date and time.

Social Media Integrations – Quickly auto-post to Twitter and Facebook while you're adding content, news, or alerts to your website. Conversely, we often use iFrames to display your Twitter and/or Facebook feeds right on your website page. Our web pages also come equipped with built-in YouTube video players.

Versioning – All previous versions of pages are saved online, allowing you to view or re-publish at any time.

Google Translate – Translate content on your site to multiple languages, utilizing Google Translate, for ease of use for all residents.

Easy to Use Forms Builder – Feature-rich webform builder available for simple and advanced tasks, that when submitted can be routed to the appropriate people.



Content Efficiencies – Create and manage content once and have it display multiple places.

Tags/Views – All files can be easily found through filters of tags on items such as documents and images.

GRANULAR PERMISSIONS TO MATCH YOUR PROCESSES

Roles & Permissions – User accounts are assigned a role, granting the users specific levels of permissions within the CMS.

Department Specific Permissions – Permissions can be set so individuals have access to edit their own department's content (or multiple departments) without having to rely on an IT director or Administrator to make website changes for them.

Menu Manager – Department users can manage their own sub-menus, and advanced users control primary navigation and homepage components.

Private Page Permissions – Easily create private pages that are password protected with a log-in, for internal use.

Unlimited Users and Pages – Customers can add unlimited staff users and create unlimited pages to their website.

ADA COMPLIANCE

Start Compliant – The CivicPlus implementation team builds websites that are ADA WCAG 2.0 compliant.

Stay Compliant – Tools are built into the system to reduce the chances of violating ADA compliance guidelines, such as requiring an Alt Tag on photos that are uploaded. We offer our Monsido Web Governance program to provide a wide array of tools for maintaining the quality, ADA compliance, internal policy compliance, and optimal functionality of your site. And as a partner program, we can include AudioEye for automatic ADA remediation at a discounted rate.

Your CivicPlus Website Can Expand and Grow with Your Ever-Changing Needs

- Your new website will be built on the trusted Drupal platform.
- Full functionality is available with an unlimited number of uses to meet your needs now and in the future.
- Integration with CivicPlus product suites for many additional benefits. For example:
 - SSO, email notifications, text notifications (add-on), and a resident portal.
 - Access to add-on other integrated CivicPlus products such as service request, FOIA, social media archives, or mass emergency notification software.
- Free regular group trainings to continuously keep new staff trained.



Implementation

Project Timeline

Design creation, accessibility, usability guidance, content optimization, training - CivicPlus delivers all of this and more during the development of your new CivicPlus Municipal Websites Open. Your exact project timeline can vary based on the determined project scope, project enhancements purchased, your availability for meeting coordination, action item return and completion, adherence to approval deadlines, and other factors. Some of the phases listed here can overlap and occur concurrently.

Based on our experience, the estimated timeline for the successful completion of your website project is approximately 10-12 weeks. A finalized schedule will be compiled after we meet with you.

PHASE 1: ANALYZE REQUIREMENTS & REVIEW PLAN	3-4 Weeks	<ul style="list-style-type: none">• Website Assessment• Website Design Meeting• Project Manager Meeting
PHASE 2: DESIGN & BUILD	2 Weeks	<ul style="list-style-type: none">• Design Concept Creation & Approval (Ultimate designs)• Website Setup, Configuration, and Customization
PHASE 3: MIGRATE CONTENT	1-2 Weeks	<ul style="list-style-type: none">• Content Finalization & Departmental Review• Directory Pages/Staff Directory and Ordinances/Resolutions• If purchased: Projects, Commercial/Industrial Properties, Business Directory,
PHASE 4: STAFF TRAINING	2-3 Weeks	<ul style="list-style-type: none">• Flexible staff training schedule allows attendance over an extended timeframe, even allows individuals to repeat a session at their direction
PHASE 5: TESTING	1 Week	<ul style="list-style-type: none">• Functional Testing• Acceptance Testing
PHASE 6: GO LIVE	1 Week	<ul style="list-style-type: none">• Go Live

Approaching Your Project Implementation

Communication & Management

Communication between you and your CivicPlus team will be continuous throughout your project. Sharing input and feedback through email, virtual meetings, phone calls, and our project management software will keep all stakeholders involved and informed.

Cloud Coach offers task management transparency with a multi-level work breakdown structure and Gantt Chart-based project plan. Tasks, deliverables, and milestones are aligned to deliver your website in an optimal timeframe

Cloud Coach utilization, combined with regular check-ins with your project manager, provides ample opportunities to review project progress quickly and efficiently.



Phased Approach

PHASE 1: ANALYZE REQUIREMENTS & REVIEW PLAN

Website Assessment	CivicPlus will analyze your current website(s) to assess the existing navigation, features/functions, and content quality.
Website Design Meeting	<p>CivicPlus will conduct a design meeting with a customer- defined web advisory team. We recommend the advisory team be limited to a maximum of four members who will provide input regarding the overall design of the new website, including the site branding and high-level site navigation. The individual or team will review website version images provided by the designer.</p> <p>Deliverables: Website design specifications (graphic design, information)</p>
Project Manager Meeting	<p>CivicPlus assigns a qualified Project Manager to guide you through the Website Content build-out. They will assist you with determining the content to be migrated or developed. During your initial meeting they will discuss topics such as website menuing, domains & DNS, training approach, and a variety of other related website topics.</p> <p>Deliverables: Customer will develop an overall understanding of how the process will flow right through to Implementation.</p>

PHASE 2: DESIGN & BUILD

Design Concept Creation & Approval (Ultimate Designs)	<p>CivicPlus will complete concepts for the homepage. These concepts will incorporate all the graphical elements and layouts. You will select a concept after a series of iterative design revisions—up to six mockup revisions. You will officially sign-off on the final website design selected once it meets your expectations.</p> <p>Deliverables: Design concepts, Finalized design (Adobe XD)</p>
Website Setup, Configuration, & Customization	<p>CivicPlus will create a fully functional website that includes the elements described in this proposal.</p> <p>CivicPlus will finalize the remaining components within the approved design and navigation as part of the website setup.</p> <p>Deliverables: Functional website setup, Content migration initiated</p>

PHASE 3: MIGRATE CONTENT

Content Finalization & Departmental Review	<p>CivicPlus will migrate all content for your staff to review and finalize before go-live. See the pricing section for the specific number of included pages.</p> <p>Deliverables: Content creation and migration, Homepage and Departmental content review</p>
Directory Pages Staff Directory, Projects, Commercial/Industrial Properties, Business Directory, Ordinances/Resolutions	<p>Depending upon website options selected and the volume of data CivicPlus may provide you with a custom Microsoft Excel template to complete to allow for auto-importing.</p> <p>Deliverables: Content creation and migration, Departmental content signoff</p>
Agenda & Minutes Migration	<p>The Content Development Team will download, upload, and organize an agreed upon number of meetings to the Agenda Center module.</p>



PHASE 4: STAFF TRAINING

Staff Training

Throughout the development and after launch, you and your team can access on-demand training, resources, and educational opportunities. Our initial training is offered online to administrators and content contributors. Individuals can attend training sessions over 3–4-week period prior to going live. During this time, you have the option of repeating any session as desired. Our flexible scheduling of sessions will make it easier to fit training into your weekly schedule.

Deliverables: Online Training with a Qualified Instructor, Video Conference, Videos and User guides

PHASE 5: TESTING

Functional Testing

CivicPlus will perform a series of tests across multiple browsers and operating system versions to confirm site functionality and all features documented in this proposal.

Deliverables: Complete and Comprehensive Testing

Acceptance Testing

A standard webpage is defined as one that contains a title, body text, and up to five links, file attachments, or images. We will provide a custom quote if you require migration of more complex pages.

Deliverables: Site acceptance by customer

PHASE 6: GO LIVE

Go Live

We will work with you to make the appropriate Domain and DNS entry changes to initiate the process of making the new site available on the internet. Once the website is Live we will transition you to our Technical Support organization for the best post-implementation experience.

Deliverables: Final Website – Live!

M³ Integratable Meetings Management Migration & Server Configuration

Setting You Up for Immediate & Future Public Meetings Success

Systematically and accurately migrate up to five years of meetings PDF documents into your website's Meetings Directory (agendas, packets, minutes). The Meetings Directory, along with the website Calendar, is easy to manage and update within the CMS dashboard. It is also uniquely engineered to seamlessly integrate with the CivicPlus Agenda and Meeting Management solution which further integrates with our Codification solution. It is important to set this up properly on day one for optimal transparency, search, and as a foundation for future meetings management optimization.

Your Role During Implementation

A smooth, on-time deployment is dependent on the customer's participation, providing timely information and approving proofs quickly.

- The customer will make available relevant images, photos, logos, colors, and other branding material as well as an inventory of existing applications, websites, and content at the start of this effort and create new content copy as needed.
- The customer will assign a single point of contact that will be responsible for coordinating the schedules of other project stakeholders.
- The customer will review any deliverables requiring formal approval within five business days and return all comments and issues at or before those five days have elapsed.
- The customer will assign one person who will act as the ultimate decision-maker in the case where consensus among the team cannot be reached.
- The customer must agree to the applicable terms of services for Google-related services such as Google Analytics and Google Maps to access those features. CivicPlus is not responsible for Google's decisions related to discontinuing services or changing current APIs.



Continuing Services

Technical Support & Services

With technology, unlimited support is crucial. Our live technical support engineers based in North America are ready to answer your staff members' questions and ensure their confidence. CivicPlus' support team is available 7 a.m. – 7 p.m. CST to assist with any questions or concerns regarding the technical functionality and usage of your new website.

CivicPlus Technical Support will provide a toll-free number as well as an online email support system for users to submit technical issues or questions. Emergency technical support is available 24/7 for designated, named points-of-contact, with members of CivicPlus' support teams available for urgent requests.

Support at a Glance

- Technical support engineers available 7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)
- Accessible via phone and email
- 4-hour response during normal hours
- 24/7 emergency technical support for named points of contact
- Dedicated customer success manager
- Online self-service help with the CivicPlus Help Center (civicplus.help)

AWARD-WINNING



CivicPlus has been honored with two Gold Stevie® Awards, three Silver Stevie® Awards, and seven Bronze Stevie® Awards in the categories of Front-Line Customer Service Team of the Year – Technology Industries, Customer Service Training or Coaching Program of the Year – Technology Industries, Customer Service Department of the Year – Computer Software – Up to 1,000 Employees, Most Valuable Response by a Customer Service Team (COVID-19), Best Customer Satisfaction Strategy, and Remote Customer Service Innovation of the Year. The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

CIVICPLUS HELP CENTER

CivicPlus customers have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. Our Help Center is continually monitored and updated by our dedicated Knowledge Management Team to ensure we are providing the information and resources you need to optimize your solution. In addition, the Help Center provides our release notes to keep your staff informed of upcoming enhancements and maintenance.



CONTINUING PARTNERSHIP

We won't disappear after your website is launched. You'll be assigned a dedicated customer success manager. They will partner with you by providing information on best practices and how to utilize the tools of your new system to most effectively engage your residents.

MAINTENANCE

CivicPlus is responsible for all ongoing maintenance. This includes various security and other patches provided by the greater Drupal community, as well as any module updates provided by the module maintainers. We also provide ongoing development of our CMS with releases of new functionalities and features usually on a quarterly basis.

Hosting & Security

CivicPlus protects your investment and takes hosting and security of our customers' websites sites seriously. Redundant power sources and internet access ensure consistent and stable connections. You'll find that our extensive, industry-leading process and procedures for protecting and hosting your website are unparalleled. From our secure data center facilities to constant and vigilant monitoring and updating of your system, including 99.9% guaranteed up-time (excluding maintenance).

Your new website will be hosted by CivicPlus in conjunction with a third-party managed solution, Acquia, a software as a service provider specializing in the Drupal Platform ([acquia.com](https://www.acquia.com)). Acquia Cloud is built on AWS infrastructure using a High Availability architecture across AWS Availability Zones. The CivicPlus platform is multi-tiered with its load balancers, application, database, and a file system each on separate tiers. Multi-tier infrastructure has resiliency, performance, scalability, and security advantages over a single-tier system. This will allow CivicPlus to maintain greater control over hacking attempts and DDoS attacks and provide an easy pathway for us to implement feature upgrades and service patches.

Your website will be protected by several yearly industry audit certifications. Your infrastructure will also be protected from downtime via horizontal and vertical scaling capabilities that can handle as much traffic as is needed at any time. Please reach out if you would like more information on our audit certifications, infrastructure methodologies, hardware specifications, or any other aspect of the hosting and security of your new website.



Project Costs

Features & Functionality

- CivicPlus Municipal Website
- Unlimited user licenses
- Unlimited staff page creation ability

Implementation

- Premium/Ultimate Design
- Up to 150 pages Content Migration
- Pre-scheduled weekly training sessions allow you to register and attend sessions to fit your schedule

Annual Recurring Services

- Hosting & Security
- Software maintenance including service patches & system enhancements
- 24/7 Technical support
- Free monthly training webinars
- Access to the CivicPlus Help Center with click-through tutorials
- Dedicated customer success manager

M³ Integratable Meetings

Management Migration & Server Configuration

- Migrate up to 5 years of meetings PDFs to Meetings Directory

	Premium Design	Ultimate Design
One-Time Implementation Fee	No Fee	No Fee
M ³ Integratable Meetings Management Migration & Server Configuration	\$1,000 One-Time	\$1,000 One-Time
Hosting & Support Annual Fee	\$4,510	\$5,170
	20% Discount on Annual Fees If a CivicPlus Customer for Agenda and Meeting Management <u>AND</u> Codification	
	10% Discount on Annual Fees If a CivicPlus Customer for Agenda and Meeting Management <u>OR</u> Codification	



Optional Enhancements

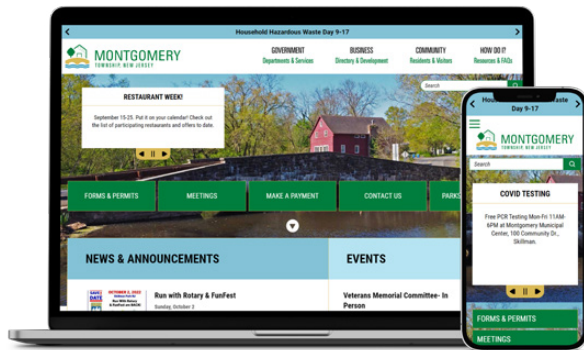
Optional Items	Cost
Business Directory	\$825 / year
Projects Directory	\$385 / year
Properties Directory	\$385 / year
Parks Directory	\$385 / year
Bids and RFPs	\$220 / year
Specialty Subsites	\$1,650 / year
Website Redesign Every Fourth Year (Ultimate Package Only)	\$825 / year
Chatbot for Residents	\$2,750 / year
Text Messaging (up to 20,000 SMS texts included)	\$550 / year
CivicPlus Pay	\$3,000 one-time \$1,785 / year
Additional Pages of Content Migration (150 pages and 3 years of meetings are migrated as a part of the base price)	\$250 / 50 pages



Specialty Subsite Graphic Designs

We also offer the option of having graphic designs for subsites that require specialized branding. These specialty subsites leverage your content management system and database, enabling the same functionality as your primary website with a unique look and feel.

Montgomery Township, New Jersey - Parks & Recreation Subsite

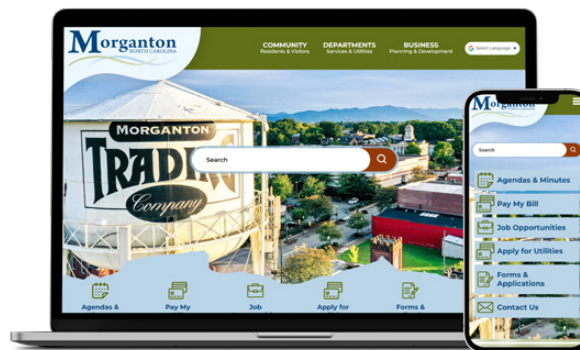


montgomerynj.gov

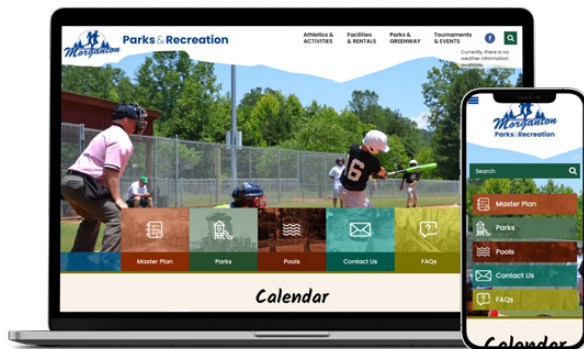


montgomerynj.gov/parksrec

Morganton, North Carolina – Parks & Recreation Subsite & Downtown Subsite



morgantonnc.gov



morgantonparksandrec.com/parksrec



downtownmorganton.com/main-street

Invoicing Details

- 100% of Year 1 costs upon contract signing.
- Annual recurring Services shall be invoiced on the start date of each Renewal Term.
- Annual Recurring Services shall be subject to a 5% annual increase beginning in Year 2 of service.
- All invoices are due within 30 days of the date of such invoice.

If the payment schedule and terms noted above does not meet your needs, please discuss with us so that we can try to accommodate your goals.

Proposal as Non-Binding Document

A successful project begins with a contract that meets the needs of both parties. This proposal is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available.

A formal, summarized Statement of Work that delineates your chosen project scope will be provided for your review and final signature.

If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements before a final agreement is reached. We look forward to developing a mutually beneficial contract with you.

Additional Solutions & Services

Our Civic Experience Platform provides a bridge between citizens and governments for positive interactions. We offer the following solutions and services for our customers:

- Meetings and Agenda Management
- Codification (Municode)
- Emergency and Mass Notifications
- Parks and Recreation Management
- 311 and CRM
- Process Automation and Digital Services
- Public Works
- Fire and Life Safety Inspections
- Planning, Permitting, Licensing, and Code Enforcement
- Web Governance and ADA Remediation (ADA Compliance, Quality Assurance, Internal Policy Compliance, Site Functionality Optimization)
- Social Media Archiving
- FOIA Management

Visit our [website](https://www.civicplus.com) or reach out to your Account Executive for additional information, a schedule a demo, or to obtain a quote.



FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: City Hall Exterior Columns Repair Contract

ITEM: 13G

DATE: November 26, 2024

FROM: Tyler Bemis, Public Works Director

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute a Public Works Contract with Creative Custom Construction, LLC, for the City Hall exterior columns repair project.

PROPOSAL: The City Council is being asked to authorize the City Manager to execute a Public Works Contract with Creative Custom Construction, LLC for the City Hall exterior columns repair project. This project will remove, repair, and reinstall materials for the four columns at the south entrance of City Hall.

FISCAL IMPACT: The total cost of the project, including tax, is \$9,002.05. It is being funded with American Rescue Plan Act (ARPA) funds.

ADVANTAGES: Replacement of existing rotted wood materials and the use of new weather-resistant materials.

DISADVANTAGES: None identified.

ALTERNATIVES: None.

BACKGROUND: The construction materials used and southern exposure contributed to the deterioration of the columns at the south entrance of City Hall. The columns at the north entrance of the building were constructed differently and are in good condition. This project was identified as necessary leading into the City's Centennial year, as it aligns with beautification efforts.

ATTACHMENTS: [Resolution](#)
[Public Works Contract](#)
[Exhibit A - Cost Estimate](#)

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE CITY MANAGER
TO EXECUTE A PUBLIC WORKS CONTRACT WITH CREATIVE
CUSTOM CONSTRUCTION, LLC. FOR THE CITY HALL
EXTERIOR COLUMNS REPAIR PROJECT.**

WHEREAS, the condition of the southern entrance columns at City Hall has significantly deteriorated over the years; and

WHEREAS, the City Council identified the City Hall exterior columns repair project to be funded with American Rescue Plan Act (ARPA) funds; and

WHEREAS, the City desires to execute a Public Works Contract with Creative Custom Construction, LLC, for the repair of City Hall's southern entrance exterior columns.

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

Section 1. The City Manager is hereby authorized and directed to execute a Public Works Contract with Creative Custom Construction, LLC, for the repair of City Hall's southern entrance exterior columns.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 26th day of November 2024.

APPROVED:

Shannon Reynolds, Mayor

ATTEST:

Arlette Burkhart, 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 26th day of November 2024 by and between the **City of Fircrest**, a political subdivision of the State of Washington and hereinafter referred to as the "City," and **Creative Custom Construction, LLC**, hereinafter referred to as the "Contractor," collectively "Parties."

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

1. **PROJECT DESIGNATION/SCOPE OF SERVICES.** The Contractor shall do all work and furnish all tools, materials, and equipment for the **City Hall Exterior Column Repair Project** ("Project") in accordance with and as described in the estimate with labor and materials in **Exhibit A** and the 2022 edition of the WSDOT [Standard Specifications for Road, Bridge, and Municipal Construction](#) (except where noted otherwise) which are by this reference incorporated herein and made a part hereof and shall perform any alterations in or additions to the work provided under this Contract and every part thereof.

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

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

2. **TIME OF COMPLETION/RENEWAL.** The Parties agree that time is of the essence. The Contractor agrees that the Work described in this Contract shall be completed by **March 31, 2025**.

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 Project shall not exceed **\$9,002.05, 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.
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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 **November 26, 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

VENDOR NAME

By: _____
Dawn Masko, City Manager

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
City Attorney

By: _____
Arlette Burkhardt, City Clerk

ESTIMATE

Prepared For

city of Fircrest
 115 Ramell Street
 Fircrest , Washington 98466

Creative Custom Construction LLC

3828 N Whitman st
 Tacoma , WA 98407
 Phone: (253) 355-1977
 Email: matthew@creativecustomconstruction.org

Estimate # 2926

Date 11/08/2024

Description	Rate	Quantity	Total
Labor	\$236.82	24	\$5,683.68
Labor for Three days to remove and replace the facade of the columns.			
Materials	\$2,500.00	1	\$2,500.00
Hardie Cementous panels and PVC Trim nails fasteners polyurethane sealants primer and paint.			
Subtotal			\$8,183.68
WA Dept of Revenue			\$818.37
Total			\$9,002.05

By signing this document, the customer agrees to the services and conditions outlined in this document this does not include any structural changes to the support of the columns. if there needs to be replace or repair to the structure there will be an change order to this estimate.

city of Fircrest

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: **Well #8 Check Valves Replacement Contract**

ITEM: **13H**

DATE: **November 26, 2024**

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

RECOMMENDED MOTION: **I move to adopt Resolution No. _____, authorizing the City Manager to execute a Public Works Contract with Holt Services, Inc. to replace the check valves at Well #8.**

PROPOSAL: The Council is being asked to authorize the City Manager to execute a Public Works Contract with Holt Services Inc. for the replacement of failed check valves at Well #8.

FISCAL IMPACT: This repair project will be funded via American Rescue Plan Act (ARPA) funds totaling \$21,508.00, including tax.

ADVANTAGE: To get the City's Water System back up to fully operational.

DISADVANTAGES: None.

ALTERNATIVES: None.

HISTORY: The last repairs performed to this well site were in 2023, which involved the removal of a failed supply pipe and replacement of the pump motor. At this time the Check Valves were functioning properly.

ATTACHMENTS: [Resolution](#)
[Contract](#)
[Estimate](#)

**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
HOLT SERVICES INC. TO REPLACE THE FAILED CHECK
VALVES AT WELL #8.**

WHEREAS, the City of Fircrest owns, operates, and maintains its water system; and

WHEREAS, the check valves for the Well #8 pump have failed; and

WHEREAS, Holt Services Inc. has provided a bid to replace the failed check valves;
and

WHEREAS, City staff wish to contract with Holt Services Inc. in the amount of
\$21,508.00.

**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 Holt Services Inc. to replace the failed check valves at Well #8 in the amount
of \$21,508.00, including tax.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 26th day of November
2024.

APPROVED:

Shannon Reynolds, Mayor

ATTEST:

Arlette Burkhardt, City Clerk

APPROVED AS TO FORM:

City Attorney

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CITY OF FIRCREST

PUBLIC WORKS CONTRACT

THIS CONTRACT, hereinafter referred to as the "Contract," is entered into this 26th day of November 2024 by and between the **City of Fircrest**, a political subdivision of the State of Washington and hereinafter referred to as the "City," and **Holt Services Inc.**, hereinafter referred to as the "Contractor," collectively "Parties."

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

1. **PROJECT DESIGNATION/SCOPE OF SERVICES.** The Contractor shall do all work and furnish all tools, materials, and equipment for the **Well #8 Check Valves Replacement** ("Project") in accordance with and as described in the attached estimate and the 2022 edition of the WSDOT [Standard Specifications for Road, Bridge, and Municipal Construction](#) (except where noted otherwise) which are by this reference incorporated herein and made a part hereof and shall perform any alterations in or additions to the work provided under this Contract and every part thereof.

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

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

2. **TIME OF COMPLETION/RENEWAL.** The Parties agree that time is of the essence. The Contractor agrees that the Work described in this Contract shall be completed by **January 31, 2025**.

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 Well #8 Check Valves Replacement Project shall not exceed \$21,508.00, 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.
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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.
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- | | |
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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 **November 26th, 2024.**

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CITY OF FIRCREST

HOLT SERVICE INC.

By: _____
Dawn Masko, City Manager

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
City Attorney

By: _____
Arlette Burkhardt, City Clerk



10621 Todd Road East
Edgewood, WA 98372
253 604-4878

ESTIMATE Date: 11/15/2024

Client: City of Fircrest
Contact: Jeff Davis
Email: jeffd@cityoffircrest.net
Tel: 253-625-3100

Project: Well 8 Check Valve Replacement

Drill Type: Pump Rig

Item	Description	Unit	Quantity	Price	Total
1	Hourly Shop to Shop Pull Pump replace Check Valves	HRS	25	\$ 625.00	\$ 15,625.00
2	6" Check Valves	EA	2	\$ 1,955.00	\$ 3,910.00
3		LF	0	\$ -	\$ -
4		LF	0	\$ -	\$ -
5		LF	0	\$ -	\$ -
6		LF	0	\$ -	\$ -
7		LF	0	\$ -	\$ -
8		LF	0	\$ -	\$ -
9		LF	0	\$ -	\$ -
10		LF	0	\$ -	\$ -
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12		LF	0	\$ -	\$ -
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14		LF	0	\$ -	\$ -
15		HRS	0	\$ -	\$ -
16		LS	1	\$ -	\$ -
17		HR	0	\$ -	\$ -
18		LS	1	\$ -	\$ -
19		HR	0	\$ -	\$ -
20		LS	1	\$ -	\$ -
21		LS	1	\$ -	\$ -
22		LS	1	\$ -	\$ -
Subtotal				\$	19,535.00
Sales Tax				0.0%	\$ -

Rig Rates for Additional Work:

1	Rig Operating Rate for Additional Work (Non Drilling)	Per Hour	\$675.00
2	Rig and Crew Standby Delays	Per Hour	\$550.00

Scope of Work:

Equipment and Approach:

Schedule and Crew:

Exclusions:

- 1 Access road to drilling location.
- 2 Potable drilling water supply
- 3 Any additional work not explicitly included in bid proposal
- 4 Sales tax or use taxes. (All applicable taxes will be added at time of invoicing)

Assumptions:

- 1 Work has been bid based upon the information provided to Holt with the following exclusions listed above. Work will be billed based upon the **actual quantities performed** in accordance with the above provided unit rates.
- 2 Level pad with access, adequate for 2WD rubber tired equipment accompanied by nearby staging area for deliveries and material storage, to be provided by client.
- 3 Drilling spoils and all fluids generated will be discharged to ground or containers provided by others.
- 4 An adequate water supply will be provided at or near the drill site by the client at no expense to Holt.
- 5 This proposal is subject to rig and crew availability. Neither party shall be bound by the terms of this proposal until a separate project specific agreement is executed.

Thank you for requesting this proposal from Holt Services. We look forward to the opportunity to work with you on this project.

Sincerely,

Christopher Dean

Holt Services, Inc.
MBL: 253-219-0482
cdean@holtservicesinc.com

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: **2024 Budget Amendment #3 Ordinance – 1st Reading**
ITEM: **13I**
DATE: **November 26, 2024**
FROM: **Dawn Masko, City Manager**

RECOMMENDED MOTION: None. Introduction of proposed Ordinance only.

PROPOSAL: This is a request for additional appropriations for anticipated revenues and expenditures not provided for in the Adopted 2024 Budget.

BUDGET AMENDMENT #3 MATERIALS WILL BE PROVIDED PRIOR TO THE CITY COUNCIL MEETING.