

**FIRCREST CITY COUNCIL  
REGULAR MEETING AGENDA**

**TUESDAY, DECEMBER 10, 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. Motion: Canceling December 16, 2024 Study Session
5. CITY MANAGER COMMENTS
  - A. [Motion: City Attorney Appointment](#) 3
6. DEPARTMENT HEAD COMMENTS
7. COUNCILMEMBER COMMENTS
8. PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA (If you would like to make a public comment, you may speak at the appropriate time using the raise your hand feature or by pressing \*9 on your phone.)
9. COMMITTEE, COMMISSION & LIAISON REPORTS
  - A. Administration
  - B. Built Environment, Planning, and Building
  - C. Finance, Information Technology, and Facilities
  - D. Other Reports
10. CONSENT CALENDAR
  - A. Approval of [vouchers](#)/payroll checks 4
  - B. Approval of Minutes: [November 12, 2024, Regular Meeting](#) 16
11. PUBLIC HEARING
12. UNFINISHED BUSINESS
  - A. [Ordinance: 2024 Budget Amendment #3](#) 24
13. NEW BUSINESS
  - A. [Ordinance: 2024 Comprehensive Plan Adoption](#) 36
  - B. [Ordinance: Water Rate Adjustment](#) 52
  - C. [Ordinance: 2025 Budget Adoption](#) 63
  - D. [Resolution: Pierce County Regional Council Appointments](#) 81
  - E. [Resolution: South Sound Housing Affordability Partners Appointments](#) 83
  - F. [Resolution: Ruston Court Contract Amendment](#) 85
  - G. [Resolution: RWJ Consultants Contract Amendment](#) 88
  - H. [Resolution: Finance Consulting Contract Amendment](#) 92
  - I. [Resolution: Alameda Avenue Sidewalk Project TIB Grant Agreement](#) 95
  - J. [Resolution: Princeton Water Main Project Contract](#) 104
  - K. [Resolution: Emerson Sidewalk Contract Change Order #1](#) 113
  - L. [Resolution: Pierce County System Access Agreement Amendment #1](#) 116
  - M. [Resolution: Masko Park Playground Equipment Contract](#) 119
  - N. [Resolution: Greenleaf Landscaping Contract Amendment](#) 125
14. CALL FOR FINAL COMMENTS
15. EXECUTIVE SESSION

## **16. ADJOURNMENT**

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

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## FIRCREST CITY COUNCIL AGENDA SUMMARY

**NEW BUSINESS:** City Attorney Appointment  
**ITEM:** 5A  
**DATE:** December 10, 2024  
**FROM:** Dawn Masko, City Manager

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**RECOMMENDED MOTION:** I move to confirm the City Manager's appointment of Joanna M. Eide of Kenyon Disend, PLLC, as the official Fircrest City Attorney.

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**PROPOSAL:** The Council is being asked to confirm the City Manager's appointment of Joanna M. Eide of Kenyon Disend, PLLC, as the official Fircrest City Attorney.

**FISCAL IMPACT:** None.

**ADVANTAGE:** Meets the requirements of Fircrest Municipal Code (FMC) [2.24.020](#).

***2.24.020 Appointment and term of office.***

*The city manager shall appoint and a majority of the city council shall confirm the appointment of some qualified person to the office of city attorney who shall thereafter hold that office during the city manager's pleasure. (Ord. 1389 § 13, 2005; Ord. 266 § 2, 1955).*

**DISADVANTAGES:** None.

**ALTERNATIVES:** Do not confirm the appointment. Robert Zeinemann will remain the appointed City Attorney.

**HISTORY:** The City of Fircrest contracted with Kenyon Disend, PLLC, on August 24, 2021, to provide City Attorney services. At that time, Hilary Evans was appointed as the City Attorney. Bob Zeinemann was appointed as the City Attorney on February 28, 2023. Over the past several months, Joanna Eide has been attending City Council meetings and providing legal services for the City. The City's contract for legal services is with Kenyon Disend, PLLC, so in effect, the entire firm serves the City; however, under [FMC 2.24.020](#), a specific person is appointed to the office of City Attorney by the City Manager and confirmed by the City Council.

**ATTACHMENTS:** None.

# ACCOUNTS PAYABLE

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
33824	12/03/2024	12/10/2024	10562 Amazon Capital Services	1,249.60	SAA 2034 Automatic Paper Folding Machine; SAA 2035 Brother All-In-One Printer and Toner Cartridge - ARPA
	512 51 35 00	Small Tools & Equip - Court	001 000 512 General Fund	1,249.60	SAA 2034 Automatic Paper Folding Machine; SAA 2035 Brother All-In-One Printer and Toner Cartridge - ARPA
33757	11/27/2024	12/10/2024	3572 CED	22.72	Wedge Clamps (Qty 100) for Holiday Decor Stars
	542 80 31 04	Oper Supplies - Beautificatic	101 000 542 City Street Fund	22.72	Wedge Clamps (Qty 100) for Holiday Decor Stars
33758	11/27/2024	12/10/2024	3572 CED	408.95	Tot Lot Outdoor Light Replacement
	576 80 31 02	Oper Supplies - Parks	001 000 576 General Fund	408.95	Tot Lot Outdoor Light Replacement
Total CED				431.67	
33830	12/03/2024	12/10/2024	6018 Canon Financial Services Inc	194.54	Police Copier/Fax Rental - November 2024
	521 22 45 00	Oper Rentals - Copier - Polic	001 000 521 General Fund	17.85	Police Copier/Fax Tax - November 2024
	591 21 70 22	Lease Payments - Police	001 000 591 General Fund	176.69	Police Copier/Fax Rental - November 2024
33827	12/03/2024	12/10/2024	10636 Cheesman, John	66.39	Festive Necklaces for Volunteers for Tree Lighting
	573 90 49 01	Community Events	001 000 573 General Fund	66.39	Festive Necklaces for Volunteers for Tree Lighting
33828	12/03/2024	12/10/2024	4315 Cities Insurance Assoc of WA	407,738.09	Insurance (12/01/24 - 12/01/2025)
	518 30 46 00	Insurance	001 000 518 General Fund	340,624.26	Insurance (12/01/24 - 12/01/2025)
	548 65 46 05	Insurance - Non Dept	501 000 548 Equipment Rent:	1,318.90	Insurance (12/01/24 - 12/01/2025)
	548 65 46 06	Insurance - Facilities	501 000 548 Equipment Rent:	1,220.10	Insurance (12/01/24 - 12/01/2025)
	548 65 46 08	Insurance - Police	501 000 548 Equipment Rent:	9,304.79	Insurance (12/01/24 - 12/01/2025)
	548 65 46 11	Insurance - Parks/Rec	501 000 548 Equipment Rent:	7,348.45	Insurance (12/01/24 - 12/01/2025)
	548 65 46 12	Insurance - Street	501 000 548 Equipment Rent:	17,071.75	Insurance (12/01/24 - 12/01/2025)
	548 65 46 13	Insurance - Storm	501 000 548 Equipment Rent:	9,054.53	Insurance (12/01/24 - 12/01/2025)
	548 65 46 14	Insurance - Water/Sewer	501 000 548 Equipment Rent:	21,795.31	Insurance (12/01/24 - 12/01/2025)
33829	12/03/2024	12/10/2024	4315 Cities Insurance Assoc of WA	-3,845.32	2024/2025 Credit for Insurance Premium (Vehicles Removed)
	548 65 46 05	Insurance - Non Dept	501 000 548 Equipment Rent:	-40.00	2024/2025 Credit for Insurance Premium (Vehicles Removed)
	548 65 46 06	Insurance - Facilities	501 000 548 Equipment Rent:	-98.00	2024/2025 Credit for Insurance Premium (Vehicles Removed)

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548 65 46 08	Insurance - Police		501 000 548 Equipment Rent	-739.00	2024/2025 Credit for Insurance Premium (Vehicles Removed)
548 65 46 11	Insurance - Parks/Rec		501 000 548 Equipment Rent	-224.00	2024/2025 Credit for Insurance Premium (Vehicles Removed)
548 65 46 12	Insurance - Street		501 000 548 Equipment Rent	-1,140.32	2024/2025 Credit for Insurance Premium (Vehicles Removed)
548 65 46 13	Insurance - Storm		501 000 548 Equipment Rent	-648.00	2024/2025 Credit for Insurance Premium (Vehicles Removed)
548 65 46 14	Insurance - Water/Sewer		501 000 548 Equipment Rent	-956.00	2024/2025 Credit for Insurance Premium (Vehicles Removed)
Total Cities Insurance Assoc of WA				403,892.77	
33754 11/27/2024 12/10/2024 10296			CodePros, LLC	13,012.67	Building Official/Inspection Services - September - October 2024
524 20 41 01	Bldg Inspec/Plan Review		001 000 524 General Fund	13,012.67	Building Official/Inspection Services - September - October 2024
33831 12/03/2024 12/10/2024 8188			Comcast Business Communications LLC	455.17	Internet Access Fee - December 2024
518 81 42 00	Communication/Internet - I/		001 000 518 General Fund	455.17	Internet Access Fee - December 2024
33833 12/04/2024 12/10/2024 8542			Consolidated Supply Co.	493.98	Backflow Preventor 1/2" for Well #4
534 80 31 02	Oper Supplies - Water Gen C		425 000 534 Water Fund (dep	493.98	Backflow Preventor 1/2" for Well #4
33786 12/02/2024 12/10/2024 7918			Contreras, Alejandra	170.00	Spanish Interpreting (2 hrs) 3A0526158, 24CR75397, 24CR81386
512 51 41 03	Prof Svcs - Interpreter - FMC		001 000 512 General Fund	170.00	Spanish Interpreting (2 hrs) 3A0526158, 24CR75397, 24CR81386
33789 12/02/2024 12/10/2024 10905			Corcoran, Colleen	2,187.50	Consultant Services - October 2024
514 23 41 00	Prof Svcs - Finance		001 000 514 General Fund	2,187.50	Consultant Services - October 2024
33790 12/02/2024 12/10/2024 10905			Corcoran, Colleen	2,937.50	Consultant Services - November 2024
514 23 41 00	Prof Svcs - Finance		001 000 514 General Fund	2,937.50	Consultant Services - November 2024
Total Corcoran, Colleen				5,125.00	
33805 12/03/2024 12/10/2024 10913			David Evans and Associates, Inc.	33,106.92	P#74 Regents West Grind & Overlay - Professional Services 09/29/24-11/02/24

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595 10 63 06	Project Engineering - Street		101 000 594 City Street Fund	33,106.92	P#74 Regents West Grind & Overlay - Professional Services 09/29/24-11/02/24
33798	12/03/2024	12/10/2024	3601 Dept Of Transportation	92.47	P#74 Regents West Grind & Overlay - Preliminary Engineering Meeting
595 10 63 06	Project Engineering - Street		101 000 594 City Street Fund	92.47	P#74 Regents West Grind & Overlay - Preliminary Engineering Meeting
33740	11/27/2024	12/10/2024	9254 Doyle Printing Company	533.99	#10 Window Envelopes (5,000)
518 10 34 02	Printing & Binding - Central		001 000 518 General Fund	533.99	#10 Window Envelopes (5,000)
33803	12/03/2024	12/10/2024	3612 DrainTech Northwest, L.L.C.	852.17	Clear Sewer Main Blockage at 4327 67th Ave West Apt
535 50 48 00	Rep & Maint - Sewer Maint		430 000 535 Sewer Fund (dep	852.17	Clear Sewer Main Blockage at 4327 67th Ave West Apt
33825	12/03/2024	12/10/2024	3638 Fircrest Golf Club	1,387.31	Land Rental for Water Tank on Golf Course Property - December 2024
591 34 70 00	Lease Payments - Water Adr		425 000 591 Water Fund (dep	1,387.31	Land Rental for Water Tank on Golf Course Property - December 2024
33747	11/27/2024	12/10/2024	10618 First Responder Outfitters, Inc.	609.40	Uniform Alterations - J Castaneda
521 22 49 01	Uniforms/Clothing/Laundry		001 000 521 General Fund	609.40	Uniform Alterations - J Castaneda
33748	11/27/2024	12/10/2024	10618 First Responder Outfitters, Inc.	637.53	Uniform Alterations - J Castaneda
521 22 49 01	Uniforms/Clothing/Laundry		001 000 521 General Fund	637.53	Uniform Alterations - J Castaneda
33783	12/02/2024	12/10/2024	10618 First Responder Outfitters, Inc.	71.14	Uniform Alterations - Sgt. Villamor
521 22 49 01	Uniforms/Clothing/Laundry		001 000 521 General Fund	71.14	Uniform Alterations - Sgt. Villamor
Total First Responder Outfitters, Inc.				1,318.07	
33746	11/27/2024	12/10/2024	7528 Gollinger, Kevin	146.30	Gym Fee Reimbursement - May-November 2024
521 22 20 00	Personnel Benefits - Police		001 000 521 General Fund	146.30	Gym Fee Reimbursement - May-November 2024
33835	12/04/2024	12/10/2024	3666 Grainger Inc, Dept 826129041	401.88	Replaced Failed Pool Sump Pump
576 20 31 04	Repair Supplies - Pool		001 000 576 General Fund	401.88	Replaced Failed Pool Sump Pump
33838	12/04/2024	12/10/2024	10305 Gunderson Law Office PLLC	12,000.00	City of Fircrest - November 2024

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	515 41 41 03	City Prosecutor	001 000 515 General Fund	12,000.00	City of Fircrest - November 2024
33751	11/27/2024	12/10/2024 10866	Hinton, M. Pete	65.00	Spanish Interpreting (1 hrs) 3A0526158 CT
	512 51 41 03	Prof Svcs - Interpreter - FMC	001 000 512 General Fund	65.00	Spanish Interpreting (1 hrs) 3A0526158 CT
33752	11/27/2024	12/10/2024 3692	Home Depot Credit Services	83.21	Moss Killer for Roof at PSB
	518 30 31 02	Oper Supplies - PSB Bldg	001 000 518 General Fund	83.21	Moss Killer for Roof at PSB
33822	12/03/2024	12/10/2024 3692	Home Depot Credit Services	85.97	Light Repair for PW Director's Office
	518 30 31 03	Oper Supplies - PWF	001 000 518 General Fund	85.97	Light Repair for PW Director's Office
33823	12/03/2024	12/10/2024 3692	Home Depot Credit Services	329.80	Christmas Decor for Big Island
	542 80 31 04	Oper Supplies - Beautificatic	101 000 542 City Street Fund	329.80	Christmas Decor for Big Island
33834	12/04/2024	12/10/2024 3692	Home Depot Credit Services	5.66	De-Icing Supplies
	542 30 31 02	Oper Supplies - Street Reg	101 000 542 City Street Fund	5.66	De-Icing Supplies
			Total Home Depot Credit Services	504.64	
33777	12/02/2024	12/10/2024 4131	Humane Society - Tacoma	781.36	December 2024 Boarding Contract
	554 30 41 00	Animal Control	001 000 554 General Fund	781.36	December 2024 Boarding Contract
33836	12/04/2024	12/10/2024 10459	Locke Systems Inc.	4,954.50	IT Managed Services - December 2024 (for November Services)
	518 81 41 01	Prof Svcs - I/S	001 000 518 General Fund	4,954.50	IT Managed Services - December 2024 (for November Services)
33753	11/27/2024	12/10/2024 6369	McLendon Hardware Inc (Tacoma)	300.69	Holiday Lights for Alice Peers
	576 80 31 02	Oper Supplies - Parks	001 000 576 General Fund	300.69	Holiday Lights for Alice Peers
33810	12/03/2024	12/10/2024 6369	McLendon Hardware Inc (Tacoma)	71.67	Big Island Holiday Lights
	542 80 31 04	Oper Supplies - Beautificatic	101 000 542 City Street Fund	71.67	Big Island Holiday Lights
33811	12/03/2024	12/10/2024 6369	McLendon Hardware Inc (Tacoma)	1,058.38	Big Island Holiday Lights
	542 80 31 04	Oper Supplies - Beautificatic	101 000 542 City Street Fund	1,058.38	Big Island Holiday Lights
33812	12/03/2024	12/10/2024 6369	McLendon Hardware Inc (Tacoma)	143.36	Big Island Holiday Lights
	542 80 31 04	Oper Supplies - Beautificatic	101 000 542 City Street Fund	143.36	Big Island Holiday Lights

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			Total McLendon Hardware Inc (Tacoma)	1,574.10	
33804	12/03/2024	12/10/2024	9415 Miles Resources LLC	11,471.25	P#77 Orchard St Overlay Construction Progress Payment #3
	595 32 63 01 Street Improvements		101 000 542 City Street Fund	11,471.25	P#77 Orchard St Overlay Construction Progress Payment #3
33787	12/02/2024	12/10/2024	10847 Nguyen, James Trong	236.63	Vietnamese Interpreting (2 hrs) 24IN75382, 24IN69689
	512 51 41 03 Prof Svcs - Interpreter - FMC		001 000 512 General Fund	236.63	Vietnamese Interpreting (2 hrs) 24IN75382, 24IN69689
33756	11/27/2024	12/10/2024	3957 PC Budget & Finance	148.50	Radio Communication Services/Maintenance
	521 22 41 00 Prof Svcs - Police		001 000 521 General Fund	148.50	Radio Communication Services/Maintenance
33780	12/02/2024	12/10/2024	3957 PC Budget & Finance	780.48	Authorization To Tow Forms
	521 22 31 00 Office & Oper Sup - Police		001 000 521 General Fund	780.48	Authorization To Tow Forms
33782	12/02/2024	12/10/2024	3957 PC Budget & Finance	258.37	Forms (Property, FACR, Parking, Property Room)
	521 22 31 00 Office & Oper Sup - Police		001 000 521 General Fund	258.37	Forms (Property, FACR, Parking, Property Room)
			Total PC Budget & Finance	1,187.35	
33741	11/27/2024	12/10/2024	8993 Pacific Office Automation - A/R	549.59	Copier Lease 10/01/24-11/01/24
	512 51 45 00 Oper Rentals - Copier - Cour		001 000 512 General Fund	9.58	Court 10/01/24-11/01/24
	518 10 45 00 Oper Rentals - Copier - Non		001 000 518 General Fund	18.66	City Hall 10/01/24-11/01/24
	531 50 45 00 Oper Rentals - Copier - Storm		415 000 531 Storm Drain	2.93	Storm 10/01/24-11/01/24
	534 10 45 02 Oper Rentals - Copier - Water		425 000 534 Water Fund (dep	2.93	Water 10/01/24-11/01/24
	535 10 45 00 Oper Rentals - Copier - Sewer		430 000 535 Sewer Fund (dep	2.92	Sewer 10/01/24-11/01/24
	542 30 45 00 Oper Rentals - Copier - Street		101 000 542 City Street Fund	2.92	Street 10/01/24-11/01/24
	571 10 45 01 Oper Rentals - Copier - Rec		001 000 571 General Fund	9.42	Rec 10/01/24-11/01/24
	576 80 45 00 Oper Rentals - Copier - Park		001 000 576 General Fund	1.05	Parks 10/01/24-11/01/24
	591 12 70 00 Lease Payments - Court		001 000 591 General Fund	94.84	Court 10/01/24-11/01/24
	591 18 70 10 Lease Payments - Non-Dept		001 000 591 General Fund	184.78	City Hall 10/01/24-11/01/24
	591 31 70 00 Lease Payments - Storm		415 000 591 Storm Drain	28.99	Storm 10/01/24-11/01/24
	591 34 70 00 Lease Payments - Water Adm		425 000 591 Water Fund (dep	28.99	Water 10/01/24-11/01/24
	591 35 70 00 Lease Payments - Sewer		430 000 591 Sewer Fund (dep	28.99	Sewer 10/01/24-11/01/24
	591 71 70 00 Lease Payments - Recreation		001 000 591 General Fund	93.23	Rec 10/01/24-11/01/24
	591 76 70 80 Lease Payments - Parks		001 000 591 General Fund	10.36	Parks 10/01/24-11/01/24



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	591 95 70 00	Lease Payments - Street	101 000 591 City Street Fund	29.00	Street 10/01/24-11/01/24
33813	12/03/2024	12/10/2024	8993 Pacific Office Automation - A/R	574.72	Copier Usage 10/01/24-11/01/24
	512 51 45 00	Oper Rentals - Copier - Cour	001 000 512 General Fund	29.23	Court 10/01/24-11/01/24
	518 10 45 00	Oper Rentals - Copier - Non	001 000 518 General Fund	462.48	City Hall 10/01/24-11/01/24
	531 50 45 00	Oper Rentals - Copier - Stori	415 000 531 Storm Drain	6.13	Storm 10/01/24-11/01/24
	534 10 45 02	Oper Rentals - Copier - Wate	425 000 534 Water Fund (dep	6.13	Water 10/01/24-11/01/24
	535 10 45 00	Oper Rentals - Copier - Sewe	430 000 535 Sewer Fund (dep	6.14	Sewer 10/01/24-11/01/24
	542 30 45 00	Oper Rentals - Copier - Stre	101 000 542 City Street Fund	6.14	Street 10/01/24-11/01/24
	571 10 45 01	Oper Rentals - Copier - Rec	001 000 571 General Fund	52.61	Rec 10/01/24-11/01/24
	576 80 45 00	Oper Rentals - Copier - Park	001 000 576 General Fund	5.86	Parks 10/01/24-11/01/24
			Total Pacific Office Automation - A/R	1,124.31	
33739	11/27/2024	12/10/2024	2122 Parent*, Christine	78.00	Library Reimbursement - 1 Year
	572 21 49 00	Library Services	001 000 572 General Fund	78.00	Library Reimbursement - 1 Year
33750	11/27/2024	12/10/2024	9629 Person, Daniel	78.00	Library Reimbursement - 1 Year
	572 21 49 00	Library Services	001 000 572 General Fund	78.00	Library Reimbursement - 1 Year
33778	12/02/2024	12/10/2024	10221 Petty Cash-ParksRec	40.50	Petty Cash Reimbursement 12/10/24
	571 10 31 02	Senior Program Supplies	001 000 571 General Fund	40.50	Senior Morning Supplies
33840	12/04/2024	12/10/2024	4828 Protect Youth Sports	295.65	Personnel Background Checks - Youth Basketball Volunteers
	518 11 41 00	Prof Svcs - Personnel	001 000 518 General Fund	295.65	Personnel Background Checks - Youth Basketball Volunteers
33797	12/03/2024	12/10/2024	3751 Psomas, DBA KPG Psomas	1,420.00	P#82 Electron Way & Contra Costa 9/27/24-10/24/24
	595 10 63 06	Project Engineering - Street	101 000 594 City Street Fund	1,420.00	P#82 Electron Way & Contra Costa 9/27/24-10/24/24
33785	12/02/2024	12/10/2024	3986 Puget Sound Energy, BOT-01H	1,088.35	Natural Gas - Pool/Bathhouse - November 2024
	576 20 47 00	Public Utility Services - Pool	001 000 576 General Fund	1,088.35	Natural Gas - Pool/Bathhouse - November 2024
33749	11/27/2024	12/10/2024	4683 Puyallup, City of	165.48	Jail Services - October 2024
	523 60 40 01	Jail	001 000 523 General Fund	165.48	Jail Services - October 2024
33788	12/02/2024	12/10/2024	4008 Rider, Amy	78.00	Library Reimbursement - 1 Year

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	572 21 49 00 Library Services		001 000 572 General Fund	78.00	Library Reimbursement - 1 Year
33815	12/03/2024	12/10/2024 6823	Robblee's Total Security Inc	34.14	Keys for Filing Cabinet - CH
	518 30 31 04 Oper Supplies - CH		001 000 518 General Fund	34.14	Keys for Filing Cabinet - CH
33826	12/03/2024	12/10/2024 337	Roberts, Christopher	25.00	Nov 2024 Gym Reimbursement Fees
	521 22 20 00 Personnel Benefits - Police		001 000 521 General Fund	25.00	Nov 2024 Gym Reimbursement Fees
33814	12/03/2024	12/10/2024 4018	Rosen Supply Company Inc	34.99	Hose Bib Repair - CH
	518 30 31 04 Oper Supplies - CH		001 000 518 General Fund	34.99	Hose Bib Repair - CH
33817	12/03/2024	12/10/2024 4018	Rosen Supply Company Inc	67.21	Floor Drain Repair - PSB
	518 30 31 02 Oper Supplies - PSB Bldg		001 000 518 General Fund	67.21	Floor Drain Repair - PSB
33818	12/03/2024	12/10/2024 4018	Rosen Supply Company Inc	393.33	Floor Drain Repair - PSB
	518 30 31 02 Oper Supplies - PSB Bldg		001 000 518 General Fund	393.33	Floor Drain Repair - PSB
33819	12/03/2024	12/10/2024 4018	Rosen Supply Company Inc	80.66	Floor Drain Repair - PSB
	518 30 31 02 Oper Supplies - PSB Bldg		001 000 518 General Fund	80.66	Floor Drain Repair - PSB
			Total Rosen Supply Company Inc	576.19	
33799	12/03/2024	12/10/2024 4035	Sarco Supply	33.28	Janitorial Supplies - Rec Bldg
	571 10 31 04 Janitorial Supplies - Rec Bldg		001 000 571 General Fund	33.28	Janitorial Supplies - Rec Bldg
33801	12/03/2024	12/10/2024 4035	Sarco Supply	37.43	Janitorial Supplies - Rec Bldg
	571 10 31 04 Janitorial Supplies - Rec Bldg		001 000 571 General Fund	37.43	Janitorial Supplies - Rec Bldg
			Total Sarco Supply	70.71	
33807	12/03/2024	12/10/2024 6088	Sentinel Pest Control Inc	126.24	Pest Control - City Hall - 12/2024
	518 30 48 02 Rep & Maint - City Hall		001 000 518 General Fund	126.24	Pest Control - City Hall - 12/2024
33809	12/03/2024	12/10/2024 6088	Sentinel Pest Control Inc	225.34	Pest Control - PW - 12/2024
	531 50 48 00 Rep & Maint - Storm		415 000 531 Storm Drain	56.34	Pest Control - PW - 12/2024
	534 50 48 01 Rep & Maint - Water Maint		425 000 534 Water Fund (dep	56.33	Pest Control - PW - 12/2024
	535 50 48 00 Rep & Maint - Sewer Maint		430 000 535 Sewer Fund (dep	56.33	Pest Control - PW - 12/2024

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
542 30 48 01 Rep & Maint - Street Maint			101 000 542 City Street Fund	56.34	Pest Control - PW - 12/2024
			Total Sentinel Pest Control Inc	351.58	
33841 12/05/2024 12/10/2024 4087			Star Rentals	1,741.80	Lift Rental for Putting Lights on Tree at Alice Peers Park
542 80 45 00 Equipment Rentals - St Beau			101 000 542 City Street Fund	2,199.31	Lift Rental for Putting Lights on Tree at Alice Peers Park
542 80 45 00 Equipment Rentals - St Beau			101 000 542 City Street Fund	-457.51	Credit for Lift Rental for Putting Lights on Tree at Alice Peers Park
33784 12/02/2024 12/10/2024 8839			Storaasli, Olen	78.00	Library Reimbursement - 1 Year (Justine)
572 21 49 00 Library Services			001 000 572 General Fund	78.00	Library Reimbursement - 1 Year (Justine)
33806 12/03/2024 12/10/2024 4107			Summit Law Group	346.50	Legal Consulting - October 2024
515 41 41 01 City Attorney			001 000 515 General Fund	138.60	Legal Consulting - October 2024
531 50 41 02 Legal Services			415 000 531 Storm Drain	51.98	Legal Consulting - October 2024
534 10 41 02 Legal Services			425 000 534 Water Fund (dep	51.97	Legal Consulting - October 2024
535 10 41 02 Legal Services			430 000 535 Sewer Fund (dep	51.97	Legal Consulting - October 2024
542 30 41 02 Legal Services			101 000 542 City Street Fund	51.98	Legal Consulting - October 2024
33808 12/03/2024 12/10/2024 4107			Summit Law Group	346.50	Legal Consulting - September 2024
515 41 41 01 City Attorney			001 000 515 General Fund	138.60	Legal Consulting - September 2024
531 50 41 02 Legal Services			415 000 531 Storm Drain	51.98	Legal Consulting - September 2024
534 10 41 02 Legal Services			425 000 534 Water Fund (dep	51.97	Legal Consulting - September 2024
535 10 41 02 Legal Services			430 000 535 Sewer Fund (dep	51.97	Legal Consulting - September 2024
542 30 41 02 Legal Services			101 000 542 City Street Fund	51.98	Legal Consulting - September 2024
			Total Summit Law Group	693.00	
33745 11/27/2024 12/10/2024 4328			Systems for Public Safety Inc	19,867.29	#80954D - Uniform & Commission New Police Vehicle (ARPA)
594 48 64 08 ERR Capital - Police			501 000 548 Equipment Rent	19,867.29	#80954D - Uniform & Commission New Police Vehicle (ARPA)
33781 12/02/2024 12/10/2024 4328			Systems for Public Safety Inc	66.48	#68055D - 2019 Ford Interceptor - Program FOB
548 65 48 08 O & M - Police			501 000 548 Equipment Rent	66.48	#68055D - 2019 Ford Interceptor - Program FOB

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			Total Systems for Public Safety Inc	19,933.77	
33816	12/03/2024	12/10/2024	9888 T-Mobile (Cell Phone Bill)	1,195.12	Cell Phones & Air Cards - 11/2024
518 30 42 00	Communication - Fac/Equip	001 000 518	General Fund	90.72	Maint. Lead, 2 Workers 11/2024
521 22 42 00	Communication - Police	001 000 521	General Fund	648.98	Police Officers, Chief and Air Cards 11/2024
524 20 42 00	Communication- Building	001 000 524	General Fund	15.12	Community Development Dir. 11/2024
531 50 42 00	Communication - Storm	415 000 531	Storm Drain	75.83	Public Works Crew, Director, PW Office Coord. 11/2024
534 10 42 00	Communication - Water Adr	425 000 534	Water Fund (dep	106.98	Public Works Crew, Director, PW Office Coord., PW Water Meter Collector 11/2024
535 10 42 01	Communication - Sewer Adr	430 000 535	Sewer Fund (dep	75.83	Public Works Crew, Director, PW Office Coord. 11/2024
542 30 42 00	Communication - Street Reg	101 000 542	City Street Fund	75.83	Public Works Crew, Director, PW Office Coord. 11/2024
558 60 42 00	Communication - Planning	001 000 558	General Fund	15.12	Community Development Dir. 11/2024
576 80 42 00	Communication - Parks	001 000 576	General Fund	90.71	P/R Director, Events, Maint. Worker 11/2024
33820	12/03/2024	12/10/2024	9888 T-Mobile (Cell Phone Bill)	36.93	Court, PW, City Hall Fax Line (10/21/24-11/20/24)
512 51 42 00	Communication - Court	001 000 512	General Fund	12.31	Court Fax Line (10/21/24-11/20/24)
518 10 42 00	Communication - Non Dept	001 000 518	General Fund	12.31	City Hall Fax Line (10/21/24-11/20/24)
531 50 42 00	Communication - Storm	415 000 531	Storm Drain	3.08	PW Fax Line (10/21/24-11/20/24)
534 10 42 00	Communication - Water Adr	425 000 534	Water Fund (dep	3.08	PW Fax Line (10/21/24-11/20/24)
535 10 42 01	Communication - Sewer Adr	430 000 535	Sewer Fund (dep	3.08	PW Fax Line (10/21/24-11/20/24)
542 30 42 00	Communication - Street Reg	101 000 542	City Street Fund	3.07	PW Fax Line (10/21/24-11/20/24)
			Total T-Mobile (Cell Phone Bill)	1,232.05	
33791	12/02/2024	12/10/2024	4120 Tacoma Daily Index	415.12	October 2024 Publications
511 60 41 01	Advertising - Legisl	001 000 511	General Fund	94.50	Notice of Special Council Meetings
595 32 63 01	Street Improvements	101 000 542	City Street Fund	320.62	#82 Ad for Bids for Electron/Contra Costa Intersection Improvement Project
33792	12/03/2024	12/10/2024	4133 Tacoma Rubber Stamp	41.91	Wellness Champion Plaques
517 90 31 01	Oper Supplies - Wellness Pro	001 000 517	General Fund	41.91	Wellness Champion Plaques
33832	12/03/2024	12/10/2024	4322 Tacoma, City of - POWER	114.00	Power - Various Locations - 11/2024
535 80 47 01	Utility Services/Pumping	430 000 535	Sewer Fund (dep	114.00	LS Power - 11/2024
33755	11/27/2024	12/10/2024	10951 Tanne, Carl	206.28	Interpreter Services - 24CR24291(2 Hrs & Mileage)

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	512 52 41 03 Prof Svcs - Interpreter - RMC		001 000 512 General Fund	206.28	Interpreter Services - 24CR24291(2 Hrs & Mileage)
33775	12/02/2024	12/10/2024	5934 US Bank, City Hall Account	623.55	P-Card Charges thru 11/25/24
	513 10 49 02 Dues/Member/Subscriptions		001 000 513 General Fund	25.00	WAPRo Membership - A Burkhart
	517 90 31 01 Oper Supplies - Wellness Pr		001 000 517 General Fund	291.45	Wellness Program Supplies
	518 10 42 01 Postage - Non Dept		001 000 518 General Fund	184.05	Postage - Passports
	518 81 49 01 Software Licenses		001 000 518 General Fund	107.55	Acrobat Pro Software License - T Bemis
	594 48 64 08 ERR Capital - Police		501 000 548 Equipment Rent	15.50	Sale of Motorcycle - Vehicle Report of Sale
33776	12/02/2024	12/10/2024	8482 US Bank, Police Department Account	47.28	P-Card Charges thru 11/25/24
	521 22 35 00 Small Tools & Equip - Police		001 000 521 General Fund	37.93	Batteris for PD Shields
	521 22 49 00 Miscellaneous - Police		001 000 521 General Fund	9.35	WSP DUI Sample Kits
33793	12/03/2024	12/10/2024	8483 US Bank, Public Works Dept Account	547.69	P-Card Charges thru 11/25/24
	531 50 31 01 Office Supplies - Storm		415 000 531 Storm Drain	25.71	Door Hanger Notices, Office Supplies
	534 10 31 00 Office Supplies - Water Adm		425 000 534 Water Fund (de	25.71	Door Hanger Notices, Office Supplies
	535 10 31 00 Office Supplies - Swr Admin		430 000 535 Sewer Fund (de	25.71	Door Hanger Notices, Office Supplies
	535 80 31 00 Oper Supplies - Sewer Gen C		430 000 535 Sewer Fund (de	31.05	Bulbs for Scada System Panels at the Liftstations
	542 30 31 01 Office Supplies - Street Reg		101 000 542 City Street Fund	25.72	Door Hanger Notices, Office Supplies
	542 80 31 04 Oper Supplies - Beautificatic		101 000 542 City Street Fund	84.75	Christmas Light Replacement for Stars on Boulevard
	571 10 49 00 Miscellaneous - Rec		001 000 571 General Fund	329.04	Christmas Lights & Clips for Community Center
33774	12/02/2024	12/10/2024	8484 US Bank, Recreation Dept Account	1,675.33	P-Card Charges thru 11/26/24
	571 10 31 01 Oper Supplies - Rec		001 000 571 General Fund	228.51	Toddler Gym Supplies
	571 10 31 02 Senior Program Supplies		001 000 571 General Fund	840.28	Senior Morning Supplies
	573 90 49 01 Community Events		001 000 573 General Fund	606.54	Community Event Supplies
33800	12/03/2024	12/10/2024	4178 University Place Refuse Inc	1,312.55	Dumping Fees - Storm 11/2024
	531 50 47 01 Dumping Fees - Storm		415 000 531 Storm Drain	784.51	Dumping Fees - Storm 11/2024
	534 80 47 02 Dumping Fees - Water		425 000 534 Water Fund (de	132.01	Dumping Fees - Storm 11/2024
	535 80 47 02 Dumping Fees - Sewer		430 000 535 Sewer Fund (de	132.01	Dumping Fees - Storm 11/2024
	542 30 47 01 Dumping Fees - Street		101 000 542 City Street Fund	132.01	Dumping Fees - Storm 11/2024
	576 80 47 01 Dumping Fees - Parks		001 000 576 General Fund	132.01	Dumping Fees - Storm 11/2024
33802	12/03/2024	12/10/2024	9253 University Place Tire & Auto	121.33	#55697D - LOF & Reset Maintenance Light; Replace Air Filter
	548 65 31 06 Gas - Facilities		501 000 548 Equipment Rent	97.06	#55697D - LOF & Reset Maintenance Light; Replace Air Filter

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
548 65 31 11	Gas - Parks/Rec	501 000 548	Equipment Rent:	24.27	#55697D - LOF & Reset Maintenance Light; Replace Air Filter
33839	12/04/2024	12/10/2024	4179 Unum Life Insurance Company of America	56.90	Retired Benefits - December 2024
521 22 20 02	LEOFF I Long Term Care Pre	001 000 521	General Fund	56.90	Retired Benefits - December 2024
33794	12/03/2024	12/10/2024	3645 WEX BANK, Wright Express FSC	3,039.29	Gas/Fuel - 11/2024
548 65 31 06	Gas - Facilities	501 000 548	Equipment Rent:	77.16	F&E 11/2024
548 65 31 08	Gas - Police	501 000 548	Equipment Rent:	2,319.60	Police 11/2024
548 65 31 11	Gas - Parks/Rec	501 000 548	Equipment Rent:	110.83	Parks 11/2024
548 65 31 12	Gas - Street	501 000 548	Equipment Rent:	213.47	Street 11/2024
548 65 31 14	Gas - Water/Sewer	501 000 548	Equipment Rent:	318.23	W/S 11/2024
33796	12/03/2024	12/10/2024	4231 Water Mgmt Labs Inc	1,036.00	Coliform and Fluoride Water Testing - 10/2024; TTHM, HAAS and Nitrate Nitrogren Water Testing - 10/2024 (Annual Testing)
534 80 41 00	Water Testing	425 000 534	Water Fund (de	402.00	Coliform and Fluoride Water Testing - 10/2024
534 80 41 00	Water Testing	425 000 534	Water Fund (de	634.00	TTHM, HAAS and Nitrate Nitrogren Water Testing - 10/2024 (Annual Testing)
33779	12/02/2024	12/10/2024	7467 Woodbrook Native Plant Nursery	548.72	Plants For Whittier Park
576 80 31 02	Oper Supplies - Parks	001 000 576	General Fund	548.72	Plants For Whittier Park
33837	12/04/2024	12/10/2024	10035 Zoom Video Communications	1,427.66	Monthly Phone Rental 11/30/24-12/30/24
513 10 42 00	Communication - Admin	001 000 513	General Fund	84.04	Meeting Webinar & Recording - 11/30/24-12/30/24
518 10 42 00	Communication - Non Dept	001 000 518	General Fund	1,011.17	Monthly Phone Service - 11/30/24-12/30/24
591 18 70 10	Lease Payments - Non-Dept	001 000 591	General Fund	332.45	Monthly Phone Rental - 11/30/24-12/30/24

Report Total: 536,023.87

Fund	
001 General Fund	393,438.04
101 City Street Fund	50,304.39
415 Storm Drain	1,087.48
425 Water Fund (department)	3,383.39
430 Sewer Fund (department)	1,432.17
501 Equipment Rental Fund	86,378.40

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Accts						
Pay #	Received	Date Due	Vendor	Amount	Memo	

This report has been reviewed by:

REMARKS:

Signature & Title

Date

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

Mayor Shannon Reynolds called the regular meeting to order at 7:00 P.M. and led the Pledge of Allegiance. Councilmembers David M. Viafore, Brett L. Wittner, Karen Mauer-Smith, Nikki Bufford, and Jim Andrews were present. Councilmember Hunter T. George joined the meeting at 7:03 P.M.

**PRESIDING OFFICER’S REPORT**

**A. Proclamation: Arbor Day 2024**

Mayor Reynolds read the proclamation titled Arbor Day 2024 into the record. **Councilmember Viafore MOVED to authorize the Mayor’s signature on the proclamation proclaiming the fourth Saturday of November as Arbor Day in the City of Fircrest; seconded by Councilmember Wittner.** Mayor Reynolds invited Councilmember comments; none were provided. Mayor Reynolds invited public comment; none were provided.

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

**CITY MANAGER COMMENTS**

City Manager Masko reported on the selection of Allison Deskins for the Finance Director position. Mrs. Masko also reported on Congresswoman Strickland’s annual Vietnam War Veterans Ceremony held at the Fircrest Community Center. The City of Fircrest was presented with a United States flag that was flown over the United States Capitol on October 25, 2024. The flag will be displayed at Fircrest City Hall. City Manager Masko thanked all military veterans for their service. She also provided a report on the Hanover Company and their due diligence for their current feasibility period regarding the Mildred Street property. Lastly, Mrs. Masko stated that Administrative Assistant Sierra Lee’s last day with the City was November 8, 2024, and she will be missed. The City is working on advertising the vacant Administrative Assistant and Passport Acceptance Specialist positions.

**DEPARTMENT HEAD COMMENTS**

There were no department head comments.

**COUNCILMEMBER COMMENTS**

- Councilmember Andrews stated he was disappointed that the City did not have a proclamation for Veterans Day and thanked all veterans.
- Councilmember Bufford; no comment.
- Councilmember George; no comment.
- Councilmember Wittner thanked the meeting attendees.
- Councilmember Mauer-Smith; no comment.
- Councilmember Viafore welcomed and acknowledged Honorable Judge John Miller, Jim Otness, former Planning Commissioner and former Councilmember Jerry Foss, and former Planning Commissioner Mr. Gustin. He also welcomed the long-time Fircrest residents who were in attendance.
- Mayor Reynolds; no comment.



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

Mayor Reynolds invited public comment. The following individuals provided comment.

- Frank Ladenburg, a Fircrest resident, commented on honoring military veterans, Washington State House Bill 1110, and the zoning mandates. Mr. Ladenburg requested that the City seek an extension based on the City’s sewer infrastructure issue.
- Name Not Provided, a Fircrest resident, commented on the City’s infrastructure issue and water pressure issues. He encouraged the Council to consider requesting an extension to House Bill 1110.
- Denise Ladenburg, 1309 Palm Drive, requested the Council to consider applying for an extension to House Bill 1110 and plan for the future of Fircrest.
- Jim Otness, 973 Altadena Drive, commented on avenues for extensions to meet state mandates and stated that the City of Fircrest is listed as one of the densest cities within Pierce County. Mr. Otness provided a letter to the Fircrest City Council.
- Doug Off, address not provided, expressed support for the extension application to House Bill 1110.
- Marty Jackson, 1102 Paradise Parkway, expressed concern about crime and a sense of community. He expressed support for the extension application to House Bill 1110.
- Mike Rock, 1044 Monterey Lane, expressed support for the extension and commented on the parking issue with housing density.
- Bertil Johnson, a Fircrest resident, expressed support for the extension.
- Vern Harkins, 976 Altadena Drive, expressed support for the extension.
- Jerry Foss, 1101 Paradise Parkway, expressed support for the extension.
- Vince Navarre, a Fircrest resident, expressed support for the extension and commented on increased crime, traffic, and infrastructure issues.

Mayor Reynolds invited Council comment.

**Councilmember Andrews MOVED that the Council direct the City Manager to direct City staff to apply immediately for the extension with the assistance of the members who spoke during the public comment period; seconded by Councilmember Viafore.** Mayor Reynolds invited Council comment. Discussions included the Acting City Attorney’s legal opinion on the House Bill 1110 extension and receiving assistance from interested community members. Mayor Reynolds invited public comment.

- Frank Ladenburg, 1309 Palm Drive, commented on his interest in assisting the City with applying for an extension.
- Jim Otness, 973 Altadena Drive, commented on the intent of House Bill 1110.
- Marty Jackson, 1102 Paradise Parkway, expressed concern about the density building.
- Jillian Adkins, 1060 Monterey Lane, commented on the City’s contract with the Middle Housing consultants.
- Vince Navarre, a Fircrest resident, expressed support for the extension of House Bill 1110.

There was a brief discussion of the use of the term “immediately” within the motion, and the City Attorney verified that the City Council can apply for an extension.

**Councilmember Wittner MOVED to amend the motion to remove the word immediately; seconded by Mayor Reynolds.** Mayor Reynolds invited Councilmember comments. Council discussions included providing a detailed study that would be needed to apply for an extension and few infrastructure issues.

Mayor Reynolds requested a roll call vote.

Councilmember Andrews - Yes; Councilmember Bufford - No; Councilmember George – Yes; Councilmember Mauer-Smith – Yes; Councilmember Viafore – Yes; Councilmember Wittner -Yes; Mayor Reynolds - Yes

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

Mayor Reynolds invited Councilmembers to comment on the amended motion.

Councilmember Viafore requested that the Mayor and Council consider Council Rule 23. Special Ad Hoc Committee formation. Mayor Reynolds stated that if the motion prevailed, she would like to see the committee work with integrity to meet the spirit of the intended motion, consider Home Rule, and provide materials to the Council for review.

There was a brief discussion on City staff capacity and further research. Mayor Reynolds invited public comment; none were provided.

Mayor Reynolds requested a roll call vote.

Councilmember Andrews - Yes; Councilmember Bufford - No; Councilmember George – No; Councilmember Mauer-Smith – No; Councilmember Viafore – Yes; Councilmember Wittner – Yes; Mayor Reynolds - Yes

**The Motion Carried (4-3), with Councilmembers Bufford, George, and Mauer-Smith dissenting.**

At 8:17 P.M., Mayor Reynolds requested a five (5) minute recess and stated that the Council would reconvene at 8:22 P.M.

**COMMITTEE, COMMISSION, AND LIAISON REPORTS**

**A. Administration**

There was no report.

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

There was no report.

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

**D.** There was no report.

**E. Other Liaison Reports**

There were no other reports.

## **CONSENT CALENDAR**

Mayor Reynolds requested the City Clerk read the Consent Calendar:

- A. Approval of the Check No. 14422 through No. 14423 in the amount of \$9,421.60  
Approval of the Check No. 14424 through No. 14431 in the amount of \$67,541.28  
Approval of Check No. 222001 through 222087 in the amount of \$885,102.50  
Approval of the payroll electronic funds transfer in the amount of \$11,186.10  
Approval of the payroll electronic funds transfer in the amount of \$161,930.77
- B. Approval of the October 14, 2024, Special Meeting minutes  
Approval of the October 21, 2024, Regular Meeting minutes
- C. Setting a public hearing on November 26, 2024, for proposed water rate adjustments at 7:15 PM or shortly thereafter at Fircrest City Hall

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

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

## **PUBLIC HEARING**

At 8:25 P.M., Mayor Reynolds opened the public hearing. City Manager Masko briefed the Council on the City's 2025 Preliminary Budget, stating the public hearing was to receive comments on the City's 2025 Preliminary Budget. Mayor Reynolds invited Councilmember comments; none were provided. Mayor Reynolds invited public testimony; none were provided.

At 8:27 P.M., Mayor Reynolds closed the public hearing.

## **UNFINISHED BUSINESS**

There was no unfinished business.

## **NEW BUSINESS**

### **A. Motion: Emergency Sewer Repair**

Public Works Director Bemis briefed the Council on the proposed motion to retroactively approve the emergency sewer repairs at Fordham Court and 62<sup>nd</sup> Avenue West in the amount of \$38,535. **Councilmember George MOVED to retroactively approve the emergency sewer repairs at Fordham Court and 62nd Avenue West in the amount of \$38,535; seconded by Councilmember Wittner.** Mayor Reynolds invited Councilmember comments. There was a brief discussion on the age of the sewer line. Mayor Reynolds invited public comment; none were provided.

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

### **B. Ordinance No. 1729: Municipal Court Judge and Chief Examiner Rate of Pay**

City Manager Masko briefed the Council on the proposed ordinance and highlighted that the proposed pay increase includes a 3.6% cost of living adjustment. **Councilmember Wittner MOVED to adopt Ordinance No. 1729, amending Fircrest Municipal Code 2.44.070 amending**

the Municipal Court Judge and Civil Service Chief Examiner monthly rates of pay, and amending Fircrest Municipal Code 2.44.095 amending the Municipal Court Judge Pro Tempore hourly rate of pay, providing for severability, and establishing an effective date; seconded by Councilmember Mauer-Smith. Mayor Reynolds invited Councilmember comments; none were provided. Mayor Reynolds invited public comment; none were provided.

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

**C. Ordinance No. 1730: 2025 Ad Valorem Tax Levy**

City Manager Masko briefed the Council on the proposed ordinance and highlighted that the proposed property tax levy would provide necessary funds for 2025 City operations. **Councilmember Wittner MOVED to adopt Ordinance No. 1730, fixing the amount of the annual ad valorem tax levy necessary for the fiscal year 2025, providing for severability, and establishing an effective date; seconded by Councilmember Mauer-Smith.** Mayor Reynolds invited Councilmember comments. There was a brief discussion on the property tax and EMS tax increase. Mayor Reynolds invited public comment; none were provided.

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

**D. Resolution No. 1932: Adoption of Whittier Park Master Plan**

Parks and Recreation Director Grover briefed the Council on the proposed resolution and highlighted that the Whittier Park Master Plan serves as a roadmap for future park improvements. **Councilmember Wittner MOVED to adopt Resolution No. 1932, approving and adopting the 2024 Whittier Park Master Plan, attached hereto as Exhibit “A”; seconded by Councilmember George.** Mayor Reynolds invited Councilmember comments. Council discussion included providing kudos for the community input, looking for grant opportunities, and utilizing the plan as a roadmap. Mayor Reynolds invited public comment; none were provided.

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

**E. Resolution No. 1933: Leavitt Group Insurance Broker Contract**

City Manager Masko briefed the Council on the proposed resolution and highlighted that the contract provides for insurance broker services. **Councilmember Wittner MOVED to adopt Resolution No. 1933, authorizing the City Manager to execute a Broker Service Agreement with Leavitt Group NW for insurance broker services; seconded by Councilmember Mauer-Smith.** Mayor Reynolds invited Councilmember comments. There was a brief discussion on the terms of the rates. Mayor Reynolds invited public comment; none were provided.

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

**F. Resolution No. 1934: Olbrechts & Associates, Hearing Examiner Amendment #5**

City Manager Masko briefed the Council on the proposed resolution and highlighted that the amendment extends the term to December 31, 2025, and updates the service fees. **Councilmember Wittner MOVED to adopt Resolution No. 1934, authorizing the City Manager to execute Amendment #5 to the Professional Services Agreement with Olbrechts & Associates, PLLC, for Hearing Examiner services; seconded by Councilmember Mauer-Smith.** Mayor Reynolds

invited Councilmember comments; none were provided. Mayor Reynolds invited public comment; none were provided.

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

**G. Resolution No. 1935: Summit Law Group Amendment #18**

City Manager Masko briefed the Council on the proposed resolution and highlighted that the amendment extends the term to December 31, 2025, and updates the hourly rate schedule. **Councilmember Wittner MOVED to adopt Resolution No. 1935, authorizing the City Manager to execute Amendment #18 to the Professional Services Agreement with Summit Law Group for personnel legal services; seconded by Councilmember Mauer-Smith.** Mayor Reynolds invited Councilmember comments; none were provided. Mayor Reynolds invited public comment; none were provided.

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

**H. Resolution No. 1936: Pierce County Interlocal Agreement Amendment**

City Manager Masko briefed the Council on the proposed resolution and highlighted the inclusion of an additional section regarding communications and record keeping added by Pierce County. **Councilmember Wittner MOVED to authorize the City Manager to execute an amended Interlocal Agreement with Pierce County for specialized law enforcement services; seconded by Councilmember Mauer-Smith.** Mayor Reynolds invited Councilmember comments; none were provided. Mayor Reynolds invited public comment; none were provided.

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

**I. Resolution No. 1937: BJA Patrick Leahy Bulletproof Vest Partnership (BVP) Grant Acceptance**

Police Chief Schaub briefed the Council on the proposed resolution and highlighted that the grant award would provide for 50% of the cost of bulletproof vests for police officers. **Councilmember Wittner MOVED to adopt Resolution No. 1937, accepting a \$1,461.70 grant award from the U.S. Department of Justice Bulletproof Vest Partnership Program; seconded by Councilmember Mauer-Smith.** Mayor Reynolds invited Councilmember comments; none were provided. Mayor Reynolds invited public comment; none were provided.

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

**J. Resolution No. 1938: Tacoma Public Safety Radio System User Agreement**

Police Chief Schaub briefed the Council on the proposed resolution and highlighted the Police Department is requesting to move from Pierce County's Combined Communication Network 700 MHz system to Tacoma Public Safety 800 MHz radio system. **Councilmember Wittner MOVED to adopt Resolution No. 1938, authorizing the City Manager to execute a User Agreement with the City of Tacoma to utilize the Tacoma Public Safety Radio System; seconded by Councilmember Mauer-Smith.** Mayor Reynolds invited Councilmember comments. Council discussions included mutual aid partnership, officer safety, dispatch channels, and patching. Mayor Reynolds invited public comment; none were provided.

**The Motion Carried (7-0).****K. Resolution No. 1939: KPG Psomas Amendment #10**

Public Works Director Bemis briefed the Council on the proposed resolution and highlighted that the amendment to the agreement would continue to provide on-call engineering services. **Councilmember Mauer-Smith MOVED move to adopt Resolution No. 1939, authorizing the City Manager to execute Amendment #10 to the Professional Services Agreement with KPG Psomas for on-call engineering services; seconded by Councilmember Wittner.** Mayor Reynolds invited Councilmember comments; none were provided. Mayor Reynolds invited public comment; none were provided.

**The Motion Carried (7-0).****L. Resolution No. 1940: NW GIS Consulting Amendment #9**

Public Works Director Bemis briefed the Council on the proposed resolution and highlighted that the amendment to the agreement provides continued on-call GIS services. **Councilmember Mauer-Smith to adopt Resolution No. 1940, authorizing the City Manager to execute Amendment #9 to the Professional Services Agreement with NW GIS Consulting for on-call GIS services; seconded by Councilmember Wittner.** Mayor Reynolds invited Councilmember comments; none were provided. Mayor Reynolds invited public comment; none were provided.

**The Motion Carried (7-0).****M. Resolution No. 1941: Water Meter Exchange Contract Amendment #1**

Public Works Director Bemis briefed the Council on the proposed resolution and highlighted that the amendment to the contract provides additional support to complete the Water Meter Exchange Project. **Councilmember Mauer-Smith MOVED to adopt Resolution No. 1941, authorizing the City Manager to execute a Contract for Services with Pape & Sons Construction, Inc. to provide additional support to the Water Meter Exchange Project; seconded by Councilmember Wittner.** Mayor Reynolds invited Councilmember comments. There was a brief discussion on the residential versus commercial water meter exchange, project timeline, business outreach, reduction in meter reading days, labor cost, and the use of ARPA funds. Mayor Reynolds invited public comment; none were provided.

**The Motion Carried (7-0).****N. Resolution No. 1942: Electron Way/Contra Costa Ave Crosswalk Bid Award**

Public Works Director Bemis briefed the Council on the proposed resolution and highlighted that R.L. Alia Company was the lowest responsive bidder. **Councilmember Mauer-Smith MOVED to adopt Resolution No. 1942, authorizing the City Manager to execute a Public Works Contract with R.L. Alia Company for the Electron Way and Contra Costa Avenue Crosswalk Project; seconded by Councilmember Wittner.** Mayor Reynolds invited Councilmember comments. There was a brief discussion on the project timeline, community outreach and education, power source for the crosswalk, and additional lighting on Electron Way. Mayor Reynolds invited public comment; none were provided.

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

**CALL FOR FINAL COMMENTS**

Councilmember Bufford reported tagging on the Emerson Street retaining wall.

**EXECUTIVE SESSION**

At 9:27 P.M., Mayor Reynolds reported that the Council would take a five-minute recess and convene into Executive Session, not to exceed twenty (20) minutes, to discuss labor negotiations pursuant to RCW 42.30.140(4)(b). City Manager Masko, Labor Attorney John Lee, and Public Works Director Bemis were invited to the Executive Session.

**ADJOURNMENT**

**Councilmember Wittner MOVED to adjourn the meeting at 9:49 P.M., seconded by Councilmember George.**

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

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Shannon Reynolds, Mayor

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Arlette Burkhart, City Clerk

## FIRCREST CITY COUNCIL AGENDA SUMMARY

**NEW BUSINESS:** 2024 Budget Amendment #3 Ordinance – 1<sup>st</sup> Reading  
**ITEM:** 12A  
**DATE:** December 10, 2024  
**FROM:** Dawn Masko, City Manager

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**RECOMMENDED MOTION:** I move to adopt Ordinance No. \_\_\_\_\_, authorizing revenues and expenditures of funds for matters not provided for in the Adopted 2024 Budget.

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

**FISCAL IMPACT:** The proposed budget adjustment for **all** funds:

- Increases revenues by \$691,850, resulting in a revised estimate of \$19,279,802.
- Increases expenditures by \$555,356, resulting in a revised estimate of \$20,817,771.
- Increases ending fund balance by \$136,494, resulting in a revised estimate of \$16,820,595.

The proposed budget adjustment for the General Fund:

- Increases revenues by \$45,176, resulting in a revised estimate of \$7,646,094.
- Increases expenditures by \$128,546, resulting in a revised estimate of \$8,394,220.
- Decreases ending fund balance by \$83,370, resulting in a revised estimate of \$4,508,940.

Exhibit A-1 provides a summary by fund of the proposed budget adjustments.

Exhibit A-2 provides details regarding specific budget line-item changes being recommended for adjustment. Highlights include:

### Citywide:

- Adjust salary and benefit appropriations to reflect the most current information and align the budget with actual expenditures.
- Adjust appropriation for actual CIAW insurance premium.

### General Fund:

- Adjust sales and use tax, utility taxes, franchise fees, development permits, state-shared revenues, recreation fees, municipal court fees, and rental revenues to align with updated projections.
- Recognize donations for Masko Park Playground Project.
- Increase appropriation for WA State Auditor services.
- Increase appropriation for legal services.
- Increase appropriation for jail services.
- Increase appropriation for utility service charges for the swimming pool and parks.
- Increase appropriation for Code Pros for inspection and plan review services.
- Increase appropriation for services charges for third-party payment processing.
- Increase appropriation for Town Topics and direct mailings to citizens.
- Add and adjust appropriations for ARPA expenditures.

### Other Funds:

- Adjust appropriations for beautification and hanging baskets in Street Fund (101).



- Recognize grant awards and adjust allocations between project engineering and construction for capital projects in Street Fund (101).
- Recognize transfer from REET 2 (310) for Emerson Sidewalk Project in Street Fund (101).
- Add appropriation for Electron/Contra Costa Intersection design in Street Fund (101).
- Add appropriation for Masko Park landscaping in Park Capital Fund (301).
- Recognize grant receipts in Storm Capital Fund (416) from the Department of Ecology and Pierce County Flood District.
- Adjust water service charges and rental revenue in the Water Fund (425).
- Increase repairs & maintenance appropriation in the Water Fund (425).
- Recognize insurance reimbursement for Wellhouse #7 repair in Water Capital Fund (426).
- Increase appropriation in the Water Capital Fund (426) for the Wellhouse #7 repair project and decrease appropriation for the Wellhouse #4 repair project.
- Increase appropriations in the Water Capital Fund (426) for ARPA-funded projects.
- Decrease revenue for the Alliance MOU in the Sewer Operating Fund (430).
- Recognize transfer from General Fund ARPA funds to the Equipment Replacement Fund (501) for the purchase of a new police vehicle.
- Adjust appropriation in the ERR Fund (501) for the purchase of a new police vehicle.

The fiscal impact of this proposal results in increases in expenditures with corresponding increases in revenue or corresponding decreases in fund balance. The above adjustments will result in an Amended 2024 Budget by Fund as follows:

<b><u>2024 REVENUES, EXPENDITURES &amp; BALANCES BY FUND</u></b>				
<b><u>FUND</u></b>	<b><u>ADOPTED</u></b>	<b><u>PRIOR BA'S</u></b>	<b><u>BA #3</u></b>	<b><u>AMENDED</u></b>
General	\$12,050,485	\$809,480	\$45,176	\$12,905,141
Street	2,315,346	1,052,045	246,484	3,613,875
Police Investigation	13,551	382	-	13,933
Cumulative Reserve	2,750,000	-	-	2,750,000
Park Bond Debt Service	602,303	1,049	-	603,352
Park Bond Capital	1,615,655	78,635	85,778	1,780,068
REET	3,161,372	28,900	32,000	3,222,272
Storm	1,046,742	53,461	375	1,100,578
Storm Capital	823,178	(225,458)	212,236	809,956
Water	1,342,337	119,305	36,007	1,497,649
Water Capital	564,578	143,505	6,769	714,852
Sewer	3,939,150	553,187	(67,620)	4,424,717
Sewer Capital	1,489,792	144,543	(4,000)	1,630,335
ERR	2,499,013	(26,020)	98,645	2,571,638
<b>Total</b>	<b>\$34,213,502</b>	<b>\$2,733,014</b>	<b>\$691,850</b>	<b>\$37,638,366</b>

**ADVANTAGE:** The City of Fircrest adopts an annual budget at the fund level. The proposed amendment adjusts estimated revenues and expenditures to address unforeseen changes and ensures that the City stays within legally authorized budget limits.

**DISADVANTAGES:** None identified.

**ALTERNATIVES:** Approve the budget ordinance with modifications or not amend the budget, which does not allow for an accurate depiction of City revenues, expenditures, and fund balances.

**HISTORY:** It is prudent financial practice to periodically adjust the adopted budget to account for any unforeseen revenue or expenditure items that may arise throughout the year. It is not uncommon for the Council to approve expenses that were not anticipated in the budget process. Budget amendments are needed to address these issues and ensure that we stay within authorized budget limits per Washington State law. These budget amendments also help to provide a more accurate reflection of each fund's anticipated ending fund balance. The State Auditor expects such adjustments to occur.

Budget amendments typically consist of two types of adjustments - miscellaneous and housekeeping. Miscellaneous adjustments typically account for unanticipated expenditures items and revenue adjustments. This includes accounting for revenue and expenditures due to grants, insurance recoveries and settlements, and donations. Housekeeping adjustments account for corrections and adjustments that arise due to the implementation of necessary accounting rules, the adjustment of beginning fund balances to equal the prior year's actual ending fund balances, and carryforwards of appropriations for projects and/or expenditures already underway but not completed in the prior year. Budget amendments also contain adjustments that have arisen from City Council actions taken since any previous budget amendments. These actions include awarding professional service and construction contracts, capital purchases, contract change orders, and enacting rate increases.

**ATTACHMENTS:** [Ordinance](#)  
[Budget Amendment Exhibit A-1](#)  
[Budget Amendment Exhibit A-2](#)

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

**AN ORDINANCE OF THE CITY OF FIRCREST, WASHINGTON,  
AMENDING ORDINANCE NO. 1725 TO AUTHORIZE ADDITIONAL  
EXPENDITURES OF FUNDS FOR MATTERS NOT FORESEEN AT  
THE TIME OF FILING THE 2024 ANNUAL BUDGET, PROVIDING  
SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Fircrest adopted its 2024 Budget pursuant to Ordinance No. 1715 on November 28, 2023; and

**WHEREAS**, the City of Fircrest amended its 2024 Budget pursuant to Ordinance No. 1723 on April 9, 2024, and Ordinance No. 1725 on August 27, 2024; and

**WHEREAS**, the City of Fircrest adopts an annual budget at the fund level and is prohibited from over-expending its budget as set forth in Ordinance No. 1725; and

**WHEREAS**, the City now anticipates certain revenues and expenditures not foreseen at the time of filing the Annual Budget for 2024; and

**WHEREAS**, the City Council, after due consideration, has deemed that certain revenue and expenditure revisions to the 2024 Budget are now necessary and in the best interest of the City of Fircrest.

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

**Section 1. Budget Amendment.** The 2024 Revised Budget, as set forth in Ordinance No. 1725, is hereby amended as follows:

<b><u>2024 REVENUES, EXPENDITURES &amp; BALANCES BY FUND</u></b>				
<b><u>FUND</u></b>	<b><u>ADOPTED</u></b>	<b><u>PRIOR BA'S</u></b>	<b><u>BA #3</u></b>	<b><u>AMENDED</u></b>
General	\$12,050,485	\$809,480	\$45,176	\$12,905,141
Street	2,315,346	1,052,045	246,484	3,613,875
Police Investigation	13,551	382	-	13,933
Cumulative Reserve	2,750,000	-	-	2,750,000
Park Bond Debt Service	602,303	1,049	-	603,352
Park Bond Capital	1,615,655	78,635	85,778	1,780,068
REET	3,161,372	28,900	32,000	3,222,272
Storm	1,046,742	53,461	375	1,100,578
Storm Capital	823,178	(225,458)	212,236	809,956
Water	1,342,337	119,305	36,007	1,497,649
Water Capital	564,578	143,505	6,769	714,852
Sewer	3,939,150	553,187	(67,620)	4,424,717
Sewer Capital	1,489,792	144,543	(4,000)	1,630,335
ERR	2,499,013	(26,020)	98,645	2,571,638
<b>Total</b>	<b>\$34,213,502</b>	<b>\$2,733,014</b>	<b>\$691,850</b>	<b>\$37,638,366</b>

**Section 2. Non-Emergency.** The revenues and expenditures set forth in Section 1 above are not one of the emergencies specifically enumerated in RCW 35A.33.080.

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

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

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

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

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

Publication Date:

Effective Date:

**CITY OF FIRCREST**  
**2024 BUDGET AMENDMENT #3**  
**Exhibit A-1**

FUND	REVISED BEGINNING BALANCE	REVENUES AND OTHER SOURCES			EXPENDITURES AND OTHER USES			ENDING BALANCE	Adjustment	REVISED ENDING BALANCE
		Current Budget	Adjustment	Revised Budget	Current Budget	Adjustment	Revised Budget			
<b>Operating</b>										
001 General Fund	\$ 5,259,047	\$ 7,600,918	\$ 45,176	\$ 7,646,094	\$ 8,267,655	\$ 128,546	\$ 8,396,201	\$ 4,592,310	\$ (83,370)	\$ 4,508,940
<b>Special Revenue</b>										
101 City Street	400,828	2,966,563	246,484	3,213,047	3,031,838	137,707	3,169,545	335,553	108,777	444,330
105 Police Investigation	13,333	600	-	600	13,933	-	13,933	-	-	-
150 Cumulative Reserve	1,979,506	770,494	-	770,494	-	-	-	2,750,000	-	2,750,000
Subtotal Special Revenue Funds	2,393,667	3,737,657	246,484	3,984,141	3,045,771	137,707	3,183,478	3,085,553	108,777	3,194,330
<b>Debt Service</b>										
201 Park Bond Debt Service	149,811	453,541	-	453,541	439,750	-	439,750	163,602	-	163,602
Subtotal Debt Service Funds	149,811	453,541	-	453,541	439,750	-	439,750	163,602	-	163,602
<b>Total Operating Funds</b>	<b>\$ 7,802,525</b>	<b>\$ 11,792,116</b>	<b>\$ 291,660</b>	<b>\$ 12,083,776</b>	<b>\$ 11,753,176</b>	<b>\$ 266,253</b>	<b>\$ 12,019,429</b>	<b>\$ 7,841,465</b>	<b>\$ 25,407</b>	<b>\$ 7,866,872</b>
<b>Capital Improvement</b>										
301 Park Bond Capital	1,401,290	293,000	85,778	378,778	1,032,527	12,821	1,045,348	661,763	72,957	734,720
310 REET	2,774,457	415,815	32,000	447,815	481,851	13,092	494,943	2,708,421	18,908	2,727,329
Subtotal Capital Improvement Funds	4,175,747	708,815	117,778	826,593	1,514,378	25,913	1,540,291	3,370,184	91,865	3,462,049
<b>Enterprise</b>										
415 Storm Drain Operating	446,703	653,500	375	653,875	552,288	6,665	558,953	547,915	(6,290)	541,625
416 Storm Capital Improvement	515,820	81,900	212,236	294,136	116,250	-	116,250	481,470	212,236	693,706
425 Water Operating	238,692	1,222,950	36,007	1,258,957	1,215,436	49,674	1,265,110	246,206	(13,667)	232,539
426 Water Capital Improvement	355,144	352,939	6,769	359,708	459,375	174,490	633,865	248,708	(167,721)	80,987
430 Sewer Operating	1,477,553	3,014,784	(67,620)	2,947,164	3,361,092	(27,772)	3,333,320	1,131,245	(39,848)	1,091,397
432 Sewer Capital Improvement	1,400,335	234,000	(4,000)	230,000	913,265	(1,005)	912,260	721,070	(2,995)	718,075
Subtotal Enterprise Funds	4,434,247	5,560,073	183,767	5,743,840	6,617,706	202,052	6,819,758	3,376,614	(18,285)	3,358,329
<b>Internal Service</b>										
501 Equipment Replacement	1,946,045	526,948	98,645	625,593	377,155	61,138	438,293	2,095,838	37,507	2,133,345
Subtotal Internal Service Funds	1,946,045	526,948	98,645	625,593	377,155	61,138	438,293	2,095,838	37,507	2,133,345
<b>Total Budget</b>	<b>\$ 18,358,564</b>	<b>\$ 18,587,952</b>	<b>\$ 691,850</b>	<b>\$ 19,279,802</b>	<b>\$ 20,262,415</b>	<b>\$ 555,356</b>	<b>\$ 20,817,771</b>	<b>\$ 16,684,101</b>	<b>\$ 136,494</b>	<b>\$ 16,820,595</b>

**CITY OF FIRCREST**  
**2024 BUDGET AMENDMENT #3**  
**Exhibit A-2**

REVENUES & OTHER SOURCES			EXPENDITURES & OTHER USES		
Account	Description	Amount	Account	Description	Amount
<b>General Fund (001)</b>			<b>General Fund (001)</b>		
313-11-00-00	Retail Sales & Use Tax	\$ 45,000	511-60-43-00	Travel - Legislative	\$ (1,000)
316-43-00-00	Gas Utility Tax	(14,582)	511-60-49-00	Miscellaneous - Legislative	1,000
316-47-00-00	Telephone Utility Tax	(10,000)	511-60-49-02	Association Dues - Legislative	485
321-91-00-02	Water Franchise Fee	1,410	511-60-49-05	Registration & Tuition - Legislative	(500)
321-91-00-03	Cable Franchise Fee	(13,000)	512-51-35-00	Court Printer/Copier & Folding Machine (ARPA)	1,250
322-10-00-00	Building Permits	8,000	512-51-41-03	Professional Services - Court Interpreters	700
322-10-00-01	Mechanical Permits	(1,500)	512-51-42-00	Communications - Court	700
322-10-00-06	Investigation Fee	(1,000)	512-51-43-00	Travel - Court	(1,400)
334-01-20-00	AOC State Grant	385	513-10-10-00	Salaries & Wages - Administration	(7,000)
336-06-95-00	Liquor Board Profits	(11,000)	513-10-11-00	Overtime - Administration	1,500
345-81-00-01	Planning Permits	(7,500)	513-10-20-00	Personnel Benefits - Administration	(20,000)
345-83-00-00	Plan Checking Fees	(5,600)	513-10-31-00	Operating Supplies - Administration	500
347-30-00-00	Swimming Pool Fees	(4,374)	513-10-35-00	Small Tools & Equipment - Administration	500
347-30-00-02	Swim Team Fees	(450)	514-23-35-00	Small Tools & Equipment - Finance	500
347-30-00-10	Adult Participation Fees	(3,000)	514-23-49-01	Registration & Tuition - Finance	(1,000)
347-60-00-09	Instructor Based Revenue	5,500	515-41-41-00	Assigned Counsel	1,981
347-60-00-11	Instructor Based Revenue - Pool	(500)	515-41-41-01	City Attorney Services	8,000
347-60-00-13	Youth Participation Fees	16,000	515-41-41-02	Special Legal Counsel	4,000
353-10-00-01	Municipal Court	38,700	517-78-20-00	Unemployment Compensation Payments	1,000
356-50-04-00	DUI Cost Reimbursement	(500)	518-10-41-01	WA State Auditor Services	12,260
361-40-00-05	Interfund Loan Repayment Interest	3,852	518-10-45-00	Non-Departmental - Copier Expenses	1,100
361-40-00-06	Fircrest Municipal Court Interest	1,400	518-10-48-99	Interfund ERR - CIAW Insurance - Non-Departmental	500
362-40-00-00	Rental Revenue - Facilities	(15,000)	518-10-49-00	Service Charges - 3rd Party Payment Processing	3,000
362-50-00-04	Rental Revenue - Pool	10,870	518-10-49-01	Town Topics/Citizen Communications	4,000
362-50-00-07	Rental Revenue - Pool Party Room	(2,000)	518-11-41-00	Professional Svcs - Background Checks - Personnel	3,500
367-00-00-02	Donations - Parks	2,200	518-30-31-01	Operating Supplies - Community Center	(2,700)
369-10-00-00	Sale of Surplus Property	565	518-30-31-03	Operating Supplies - PW Facilities	(800)
369-91-00-01	Miscellaneous Revenue	1,300	518-30-31-04	Operating Supplies - City Hall	(1,500)
			518-30-41-01	Contract Maintenance - Greenleaf Landscaping	(12,000)
			518-30-46-00	CIAW Insurance	(5,231)
			518-30-48-01	Repair & Maintenance - Community Center	7,000
			518-30-48-99	Interfund ERR - CIAW Insurance - Facilities	(596)
			518-81-10-00	Salaries & Wages - Information Technology	1,950

**CITY OF FIRCREST**  
**2024 BUDGET AMENDMENT #3**  
**Exhibit A-2**

REVENUES & OTHER SOURCES				EXPENDITURES & OTHER USES		
Account	Description	Amount		Account	Description	Amount
				518-81-20-00	Personnel Benefits - Information Technology	370
				518-81-41-01	IT - Locke Systems- Hypervisor Project (ARPA)	3,441
				518-81-41-02	Website Maintenance & ArchiveSocial Fees (2023-25)	7,240
				518-81-41-02	Website Update & Accessibility Update (ARPA)	10,462
				518-81-49-01	IT - Hypervisor Server Licenses (ARPA)	683
				521-10-41-00	Professional Services - Civil Service	(4,500)
				521-10-41-02	Legal Services - Civil Service	1,000
				521-10-48-99	Interfund ERR - Mtg Recording Software - Civil Service	166
				521-22-11-00	Police - Overtime	5,000
				521-22-35-00	Small Tools & Equipment - Pistols (ARPA)	2,475
				521-22-48-99	Interfund ERR - CIAW Insurance - Police	(9,886)
				523-60-40-01	Jail Services	7,000
				524-20-41-01	Building Inspection Services	22,000
				571-10-10-00	Salaries & Wages - Recreation	(27,000)
				571-10-12-00	Casual & Seasonal Wages - Recreation	50,000
				571-10-20-00	Personnel Benefits - Recreation	(20,000)
				571-10-31-02	Senior Program Supplies	(5,400)
				572-21-49-00	Library Card Reimbursements	4,800
				576-20-12-00	Casual & Seasonal Wages - Pool	47,700
				576-20-20-00	Personnel Benefits - Pool	9,000
				576-20-31-03	Operating Supplies - Pool	784
				576-20-31-04	Repair Supplies - Pool	(500)
				576-20-31-05	Swim Team Supplies	(1,690)
				576-20-43-00	Excise Taxes - Pool Revenue	2,760
				576-20-47-00	Utility Services - Pool	11,550
				576-20-49-03	Swim Team League Registration	(1,768)
				576-80-10-00	Salaries & Wages - Parks	(15,000)
				576-80-11-00	Overtime - Parks	1,000
				576-80-12-00	Casual & Seasonal Wages - Parks	(11,000)
				576-80-20-00	Personnel Benefits - Parks	(15,000)
				576-80-47-00	Utility Services - Parks	10,650
				576-80-47-01	Dumping Fees - Parks	1,000
				576-80-48-99	Interfund ERR - CIAW Insurance - Parks/Rec	3,854
				594-11-64-00	Council Chambers AV Project (ARPA)	(11,954)

**CITY OF FIRCREST**  
**2024 BUDGET AMENDMENT #3**  
**Exhibit A-2**

REVENUES & OTHER SOURCES				EXPENDITURES & OTHER USES		
Account	Description	Amount		Account	Description	Amount
				594-12-64-00	Court Metal Detector (ARPA)	4,955
				594-18-62-00	City Hall Alarm & Column Repairs (ARPA)	(3,953)
				594-18-64-00	Info Services - Network Equipment (ARPA)	(5,000)
				594-18-64-00	Laptop Replacements (ARPA)	8,000
				594-21-64-00	Police Equipment (ARPA)	(6,641)
				594-76-63-01	Whittier Park Master Plan	8,195
				594-76-63-01	Fircrest Park Tennis Courts Fence (ARPA)	18,442
				594-76-63-02	Whittier Park Improvements (ARPA)	(100,000)
				594-76-63-03	Masko Park Playground Project (ARPA)	42,043
				594-76-63-03	Masko Park/Rhody Garden Landscaping (ARPA)	4,279
				597-10-00-06	Transfer to ERR Fund (ARPA) - Police Vehicle	77,290
				508-31-00-01	Ending Fund Balance - Restricted - ARPA	(45,772)
				508-91-00-01	Ending Fund Balance - Unassigned	(37,598)
<b>Total General Fund Adjustment</b>		<b>\$ 45,176</b>		<b>Total General Fund Adjustment</b>		<b>\$ 45,176</b>
<b>Street Fund (101)</b>				<b>Street Fund (101)</b>		
333-20-20-01	Dept of Transportation Grant	\$ 77,007		542-30-10-00	Salaries & Wages - Streets	\$ 32,000
334-04-20-04	Dept of Commerce Grant - Electron Crosswalk	153,000		542-30-12-00	Casual & Seasonal Wages - Streets	(6,275)
336-00-87-00	Motor Vehicle Fuel Tax	(3,620)		542-30-20-00	Personnel Benefits - Streets	4,685
361-11-01-01	Investment Interest	(3,000)		542-30-48-01	Repairs & Maintenance	10,000
367-00-00-04	Donations - Baskets	8,250		542-30-48-99	Interfund ERR - CIAW Insurance	9,568
367-00-00-08	Donations - Beautification	(8,250)		542-63-10-00	Salaries & Wages - Street Lights	(1,000)
369-10-01-01	Sale of Surplus Property	9,225		542-63-20-00	Personnel Benefits - Street Lights	(800)
397-00-00-09	Transfer In from REET 2	13,092		542-80-31-02	Operating Supplies - Flower Baskets	2,490
398-10-01-01	Insurance Recoveries	780		542-80-31-04	Operating Supplies - Beautification	(2,490)
				542-80-48-00	Street Tree Maintenance - Contracted	(3,500)
				542-80-49-03	Beautification Services - Contracted	14,090
				595-10-63-06	Project Engineering	356,297
				595-32-63-01	Street Improvements	(277,358)
				508-91-01-01	Ending Fund Balance - Unassigned	108,777
<b>Total Street Fund Adjustment</b>		<b>\$ 246,484</b>		<b>Total Street Fund Adjustment</b>		<b>\$ 246,484</b>



**CITY OF FIRCREST**  
**2024 BUDGET AMENDMENT #3**  
**Exhibit A-2**

REVENUES & OTHER SOURCES			EXPENDITURES & OTHER USES		
Account	Description	Amount	Account	Description	Amount
<b>Park Bond Capital Fund (301)</b>			<b>Park Bond Capital Fund (301)</b>		
361-11-03-01	Investment Interest	\$ 19,000	594-76-62-03	Final Community Center Payment	\$ 5,500
367-00-03-01	Donations - Park Bond Projects	66,778	594-76-62-03	Tree Replacements at Community Center	1,600
			594-76-63-03	Masko Park/Rhody Garden Landscaping	5,721
			508-31-03-01	Ending Fund Balance - Restricted	72,957
<b>Total Park Bond Capital Fund Adjustment</b>		<b>\$ 85,778</b>	<b>Total Park Bond Capital Fund Adjustment</b>		<b>\$ 85,778</b>
<b>REET Fund (310)</b>			<b>REET Fund (310)</b>		
361-11-03-11	Investment Interest - REET 1	\$ 18,000	597-06-00-02	Transfer Out to Street Fund from REET 2	\$ 13,092
361-11-03-12	Investment Interest - REET 2	14,000	508-31-03-11	Ending Fund Balance - Restricted - REET 1	18,000
			508-31-03-12	Ending Fund Balance - Restricted - REET 2	908
<b>Total REET Fund Adjustment</b>		<b>\$ 32,000</b>	<b>Total REET Fund Adjustment</b>		<b>\$ 32,000</b>
<b>Storm Operating Fund (415)</b>			<b>Storm Operating Fund (415)</b>		
343-10-00-01	Storm Penalties	\$ (1,625)	531-50-11-00	Overtime	\$ 1,600
361-11-04-15	Investment Interest	2,000	531-50-12-00	Casual & Seasonal Wages	(1,725)
			531-50-48-99	Interfund ERR - Street Sweeper Repairs	2,730
			531-50-48-99	Interfund ERR - CIAW Insurance	4,060
			508-51-04-15	Ending Fund Balance - Assigned	(6,290)
<b>Total Storm Operating Fund Adjustment</b>		<b>\$ 375</b>	<b>Total Storm Operating Fund Adjustment</b>		<b>\$ 375</b>
<b>Storm Capital Improvement Fund (416)</b>			<b>Storm Capital Improvement Fund (416)</b>		
334-03-10-01	Department of Ecology Grant	\$ 162,642	508-51-04-16	Ending Fund Balance - Assigned	\$ 212,236
337-00-00-01	Pierce County Flood District Grant	49,594			
<b>Total Storm Capital Fund Adjustment</b>		<b>\$ 212,236</b>	<b>Total Storm Capital Fund Adjustment</b>		<b>\$ 212,236</b>
<b>Water Operating Fund (425)</b>			<b>Water Operating Fund (425)</b>		
343-40-00-01	Water Service Connections	\$ (1,800)	534-10-10-00	Salaries & Wages - Water Admin	\$ (58,000)
343-40-00-02	Water Setup Fees	(500)	534-10-20-00	Personnel Benefits - Water Admin	(35,000)
343-40-00-03	Water Penalties	(3,000)	534-10-44-00	Water Excise Tax	2,500
361-11-04-25	Investment Interest	6,500	534-10-49-00	Refund of Water Tank Lease Overpayment	7,344
362-50-00-05	Rental Revenue - High Tank - AT&T	3,336	534-10-49-00	L&I Violation Payment	1,350
362-50-00-06	Rental Revenue - Golf Course Tank - T-Mobile	17,200	534-10-49-02	Registration & Tuition	(500)
369-91-04-25	Miscellaneous Revenue	3,480	534-50-10-00	Salaries & Wages - Water Maintenance	80,000

**CITY OF FIRCREST**  
**2024 BUDGET AMENDMENT #3**  
**Exhibit A-2**

REVENUES & OTHER SOURCES			EXPENDITURES & OTHER USES		
Account	Description	Amount	Account	Description	Amount
398-10-04-25	Insurance Recoveries	10,791	534-50-11-00	Overtime - Water Maintenance	4,500
			534-50-12-00	Casual & Seasonal Wages - Water Maintenance	(6,597)
			534-50-20-00	Personnel Benefits - Water Maintenance	30,000
			534-50-31-01	Operating Supplies - Water Maintenance	(5,000)
			534-50-48-01	Repairs & Maintenance	7,000
			534-50-48-99	Interfund ERR - CIAW Insurance	6,927
			534-80-20-00	Personnel Benefits - Water Operations	2,300
			534-80-47-01	Utility Services	9,650
			591-34-70-01	SBITA Payments	3,200
			508-51-04-25	Ending Fund Balance - Assigned	(13,667)
<b>Total Water Operating Fund Adjustment</b>		<b>\$ 36,007</b>	<b>Total Water Operating Fund Adjustment</b>		<b>\$ 36,007</b>
<b>Water Capital Improvement Fund (426)</b>			<b>Water Capital Improvement Fund (426)</b>		
368-10-04-26	Capital Contributions	\$ (4,000)	594-34-10-00	Salaries & Wages	\$ (5,000)
398-10-04-26	Insurance Recovery - Wellhouse #7 Damage	10,769	594-34-12-00	Casual & Seasonal Wages	5,000
			594-34-63-01	Wellhouse #4 Repairs	(115,000)
			594-34-63-01	Water Meter Replacement Project (ARPA)	43,400
			594-34-63-01	Wellhouse #7 Repair Project	102,349
			594-34-63-01	Wellhouse #8 Repair Project (Partial ARPA)	21,326
			594-34-63-01	Hydrant at Regents Blvd Repair	4,575
			594-34-63-01	Princeton Street Service Connections (ARPA)	117,840
			508-31-04-26	Ending Fund Balance - Restricted - ARPA	(147,270)
			508-51-04-26	Ending Fund Balance - Assigned	(20,451)
<b>Total Water Capital Fund Adjustment</b>		<b>\$ 6,769</b>	<b>Total Water Capital Fund Adjustment</b>		<b>\$ 6,769</b>
<b>Sewer Operating Fund (430)</b>			<b>Sewer Operating Fund (430)</b>		
343-50-00-01	Sewer Service Connections	\$ (1,100)	535-10-10-00	Salaries & Wages - Sewer Admin	\$ 7,800
343-50-00-03	Sewer Penalties	(6,000)	535-10-41-00	Professional Services	(10,000)
361-11-04-30	Investment Interest	5,000	535-10-41-02	Legal Services	16,000
369-91-04-30	Misc. Revenue - Alliance MOU	(65,520)	535-50-10-00	Salaries & Wages - Sewer Maintenance	(19,000)
			535-50-12-00	Casual & Seasonal Wages	(1,600)
			535-50-20-00	Personnel Benefits - Sewer Maintenance	(8,900)
			535-50-48-99	Interfund ERR - CIAW Insurance	6,928
			535-80-10-00	Salaries & Wages - Sewer Operations	(14,000)

**CITY OF FIRCREST**  
**2024 BUDGET AMENDMENT #3**  
**Exhibit A-2**

REVENUES & OTHER SOURCES			EXPENDITURES & OTHER USES		
Account	Description	Amount	Account	Description	Amount
			535-80-20-00	Personnel Benefits - Sewer Operations	(5,000)
			508-51-04-30	Ending Fund Balance - Assigned	(39,848)
<b>Total Sewer Operating Fund Adjustment</b>		<b>\$ (67,620)</b>	<b>Total Sewer Operating Fund Adjustment</b>		<b>\$ (67,620)</b>
<b>Sewer Capital Improvement Fund (432)</b>			<b>Sewer Capital Improvement Fund (432)</b>		
368-10-04-32	Capital Contributions	\$ (4,000)	594-35-20-00	Personnel Benefits	\$ (1,005)
			508-51-04-32	Ending Fund Balance - Assigned	(2,995)
<b>Total Sewer Capital Fund Adjustment</b>		<b>\$ (4,000)</b>	<b>Total Sewer Capital Fund Adjustment</b>		<b>\$ (4,000)</b>
<b>Equipment Replacement Fund (501)</b>			<b>Equipment Replacement Fund (501)</b>		
348-30-08-00	General Fund - O&M Contributions	\$ (6,128)	548-65-46-05	CIAW Insurance - Non-Departmental	\$ 500
348-30-09-00	Street Fund - O&M Contributions	9,568	548-65-46-06	CIAW Insurance - Facilities	(596)
348-30-11-00	Water/Sewer Fund - O&M Contributions	13,855	548-65-46-08	CIAW Insurance - Police	(9,886)
348-30-12-00	Storm Fund - O&M Contributions	4,060	548-65-46-11	CIAW Insurance - Parks/Recreation	3,854
397-00-00-01	Transfer From General Fund (ARPA) - Police Vehicle	77,290	548-65-46-12	CIAW Insurance - Streets	9,568
			548-65-46-13	CIAW Insurance - Storm	4,060
			548-65-46-14	CIAW Insurance - Water/Sewer	13,855
			548-65-48-13	Street Sweeper Repairs	2,725
			594-48-64-08	ERR Capital - Police Vehicle	37,058
			508-51-05-01	Ending Fund Balance - Assigned	37,507
<b>Total Equipment Replacement Fund Adjustment</b>		<b>\$ 98,645</b>	<b>Total Equipment Replacement Fund Adjustment</b>		<b>\$ 98,645</b>
<b>GRAND TOTAL - REVENUE ADJUSTMENTS</b>		<b>\$ 691,850</b>	<b>GRAND TOTAL - EXPENDITURE ADJUSTMENTS</b>		<b>\$ 691,850</b>

## FIRCREST CITY COUNCIL AGENDA SUMMARY

**NEW BUSINESS:** Adoption of 2024 Comprehensive Plan Update

**ITEM:** 13A

**DATE:** December 10, 2024

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

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**RECOMMENDED MOTION:** I move to adopt Ordinance No. \_\_\_\_, amending Ordinance No. 1666, Section 3, and Fircrest Municipal Code 23.04.020 to update the City of Fircrest Comprehensive Plan.

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**PROPOSAL:** The City Council is being asked to adopt amendments to the Comprehensive Plan consistent with the 2024 Periodic Update Requirements in the Growth Management Act, [RCW 36.70A.130\(5\)\(A\)](#).

**FISCAL IMPACT:** The proposed amendments will not result in direct fiscal impacts, as the Comprehensive Plan is for planning purposes and does not obligate the City to fund any specific projects listed in the Plan or the Six-Year Transportation Improvement Program, which is updated annually and included as part of the Transportation Element.

**ADVANTAGES:** The proposed amendments are intended to ensure consistency with the [Growth Management Act](#) (GMA), the Puget Sound Regional Council (PSRC) [VISION 2050](#) Growth Strategy and multicounty policies, and the [Pierce County Countywide Planning Policies](#), as amended.

Adopting the 2024 Comprehensive Plan Update (“Plan”) will fulfill the statutory requirement for adoption by December 31, 2024. This will enable the Plan to continue on its path to PSRC certification and approval by the Department of Commerce. The City will also have the opportunity to amend the Comprehensive Plan in 2025 to include middle housing regulations. The public will have the opportunity to propose amendments in 2025 for City Council review in 2026.

By adopting the 2024 Comprehensive Plan Update, the City will establish a long-range planning framework for the next twenty years. The updated goals and policies will guide the review of development proposals and enhance the City’s eligibility for grants that support these objectives.

**DISADVANTAGES:** None identified.

**ALTERNATIVES:** The Council may choose not to adopt the 2024 Comprehensive Plan Update as proposed and provide specific directions or edits to staff for revisions. However, since adoption is required by December 31, 2024, any delays could push the completion beyond this deadline. Noncompliance with Countywide and PSRC planning policies may jeopardize the City’s eligibility for essential grants, such as those from the Transportation Improvement Board, which the City relies on to fund infrastructure improvement projects.

**HISTORY:** The City embarked on the Comprehensive Plan update process in January 2023, with

the initial draft completed by BHC Consultants. The proposed plan for adoption has undergone multiple revisions to incorporate community and Council feedback and ensure compliance with PSRC's review comments. Updates include adding community-based photos, updating demographic data, acknowledging the need to plan for housing types for all demographics based on race and income, and incorporating updated transportation data from the 2025-2030 Transportation Improvement Program. PSRC's review letter is included for reference.

A dedicated project webpage is available at <https://www.cityoffircrest.net/2024-comp-plan/> and hard copies of the Plan have been made available for public review at City Hall and the Community Center. The City Council, Planning Commission, and the public have had opportunities to comment on the draft plan via community surveys, mailers, open house meetings, study sessions, and public hearings.

The City issued a *Determination of Nonsignificance* for the 2024 Fircrest Comprehensive Plan Update on February 26, 2024. The environmental determination was issued with a 14-day comment period ending on March 11, 2024, with no adverse comments received. The City submitted a *60-day Notice of Intent to Adopt a Plan Amendment* to the Washington State Department of Commerce on September 12, 2024, with the state agency comment period concluding on November 11, 2024.

Public hearings were held in October to allow additional time for further edits or adjustments based on Council feedback or emerging requirements. On October 1, 2024, the Planning Commission unanimously approved Resolution 24-01, recommending adoption of the 2024 Comprehensive Plan Update by the City Council. On October 8, 2024, the City Council held a public hearing and received one comment expressing concerns about the public survey's respondent size.

The adoption of the Comprehensive Plan Update is essential for maintaining the City's eligibility for numerous state and PSRC-managed grants. Over the past five years, the City has successfully secured more than \$5.5 million in transportation, infrastructure, and park capital projects. Strong grant applications are based on clear, well-defined goals and policies in the Comprehensive Plan. A list of the grants awarded to the City is attached. Ensuring that the Comprehensive Plan remains current and compliant with GMA requirements, allowing the City to remain eligible for this grant funding, is critical to the City's budget and its ability to deliver essential services to its citizens.

**ATTACHMENTS:** [2024 Comprehensive Plan Update – Link to Webpage](#)  
[Ordinance](#)  
[Planning Commission Resolution No. 24-01](#)  
[Puget Sound Regional Council Comment Letter](#)  
[Department of Commerce – Notice of Intent to Adopt Acknowledgement](#)  
[List of Awarded Grants](#)

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON, AMENDING ORDINANCE 1666,  
SECTION 3 AND FIRCREST MUNICIPAL CODE 23.04.020 ADOPTING  
THE 2024 COMPREHENSIVE PLAN UPDATE.**

**WHEREAS**, the Washington State Legislature enacted the Growth Management Act ([Chapter 36.70A RCW](#), hereafter “GMA”) because it found that "uncoordinated and unplanned growth, together with a lack of common goals expressing the public's interest in the conservation and the wise use of our lands, pose a threat to the environment, sustainable economic development, and the health, safety, and high quality of life enjoyed by residents of this state"; and

**WHEREAS**, the GMA requires that local governments meeting certain criteria, including the City of Fircrest, adopt Comprehensive Plans to guide development subject to state regulations, multi-county and countywide planning policies; and

**WHEREAS**, the Puget Sound Regional Council authored a regional planning document entitled VISION 2050, which contains a regional growth strategy and multi-county planning policies for the central Puget Sound area, including Pierce County; and

**WHEREAS**, the Pierce County Regional Council, which includes the City of Fircrest, has approved the Pierce County Countywide Planning Policies to further coordinate local planning; and

**WHEREAS**, the Fircrest Planning Commission is authorized, under Fircrest Municipal Code (FMC) [23.08.110](#), to study, promulgate, develop, and update coordinated plans, including a Comprehensive Plan, for the physical development of the city as deemed necessary in the interest of the public health, safety, morals and the general welfare of the community; and to such end, it may make recommendations to the City Council regarding the regulation of and restrictions on the use of land, the location, construction, and use of buildings, and other related matters which are or might properly be incorporated into City ordinances dealing with zoning, building, plats and subdivisions, parks and annexation; and

**WHEREAS**, the City is required to periodically review and update its Comprehensive Plan, as needed, to ensure consistency with the Growth Management Act, Puget Sound Regional Council VISION 2050 Growth Strategy, and the Pierce County Countywide Planning Policies; and

**WHEREAS**, on January 24, 2023, the City Council adopted [Resolution 1819](#) to hire a consultant to manage the Comprehensive Plan update in accordance with [RCW 36.70A.035](#) and [RCW 36.70A.140](#) that included public notification, Planning

Commission and City Council study sessions and public hearings, and other public outreach components; and

**WHEREAS**, the City submitted a *Notice of Intent to Adopt Plan Amendments* to the Washington State Department of Commerce on September 12, 2024, which was issued to state agencies for a 60-day comment period as required pursuant to [RCW 36A.70.106](#); and

**WHEREAS**, the City issued a *Determination of Nonsignificance* for the 2024 Fircrest Comprehensive Plan on February 26, 2024, with a 14-day comment period ending March 11, 2024, and no adverse comments were received; and

**WHEREAS**, after the City published a public hearing notice in the Tacoma Daily Index on September 12, 2024, the Planning Commission conducted a public hearing on October 1, 2024, to accept public testimony and comment on the 2024 Draft Comprehensive Plan Update; and

**WHEREAS**, after consideration of public testimony at this public hearing, the Planning Commission adopted Resolution No. 24-01 by 5-0, unanimously recommending approval of amendments to the Fircrest Comprehensive Plan; and

**WHEREAS**, the City Council of the City of Fircrest has reviewed and approves of the findings of Planning Commission Resolution No. 24-01, as follows:

(a) The proposed amendments will update key elements of the Comprehensive Plan to ensure consistency with the Growth Management Act as amended, the Puget Sound Regional Council VISION 2050 growth strategy, and the current Pierce County Countywide Planning Policies. The proposed amendments will be integrated with the remaining portions of the Plan in a manner that ensures internal consistency.

(b) The proposed amendments will address community character, land use and housing issues, transportation coordination, utility and capital facility plans and improvements, and parks, recreation, and open space planning issues in a manner that is compatible with, and not inconsistent with, plans for adjacent jurisdictions, including Tacoma, University Place, and Pierce County. The proposed amendments are clearly intended to ensure consistency with current countywide planning policies.

(c) The proposed amendments to the Plan elements and Introduction chapter will not conflict with the portions of the current Comprehensive Plan that will be retained. All graphics, plan designations, and text -- including goals, policies, discussions, vision statements, and background information, have been integrated to avoid internal conflicts or inconsistencies.

(d) The proposed amendments will adjust land use designations to reflect changes in the community since the Plan was adopted in 1996. These land use designation amendments will enable Fircrest to plan for and accommodate projected growth in population, housing, and employment consistent with Pierce County 2050 targets and

1 the VISION 2050 Growth Strategy. The proposed amendments are designed to manage  
2 growth in a manner that is compatible with existing development patterns, desirable  
neighborhood qualities, and existing land use designations.

3 (e) The proposed amendments support a continuation of existing policies and amplify  
4 numerous goals and policies relating to community character, economic development,  
5 housing choice, and other aspects of managing change and growth in a manner  
consistent with the community's long-term vision.

6 (f) The City's first GMA-compliant Comprehensive Plan was adopted in 1996 and has  
7 undergone minor revisions over the past 28 years. However, it has not been subject to  
8 a comprehensive review and update of the magnitude now underway and required by  
9 the GMA. There have been substantial changes in the community's built environment,  
10 demographics, and economic circumstances. Generally, the proposed amendments  
reflect and respond to changes that have occurred in Fircrest and the surrounding area  
since 1996. The proposed amendments address future projections, are consistent with  
Fircrest citizens' vision for the future, and will be in the public interest; and

11 **WHEREAS**, after the City published a public hearing notice in the Tacoma Daily Index  
12 on September 12, 2024, the City Council held a public hearing on October 8, 2024, to  
13 accept public testimony and comment on the proposed amendments; and

14 **WHEREAS**, the City Council considered proposed revisions to the Fircrest  
15 Comprehensive Plan in response to comments received from Puget Sound Regional  
Council.

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

18 **Section 1.** Ordinance 1666, §3, and [FMC 23.04.020](#) are hereby amended to read as  
19 follows:

20 The 2024 amendments to the Fircrest Comprehensive Plan, as shown in Exhibit "A"  
21 attached to Ordinance No. \_\_\_\_ and incorporated in this section by reference are hereby  
22 adopted pursuant to the Growth Management Act, [Chapter 36.70A RCW](#), and codified  
within this title.

23 **Section 2. Severability.** If any section, sentence, clause, or phrase of this title shall be  
24 held to be invalid or unconstitutional by a court of competent jurisdiction, such  
25 invalidity or unconstitutionality shall not affect the validity or constitutionality of any  
other section, sentence, clause, or phrase of this title.

26 **Section 3. Publication and Effective Date.** A summary of this ordinance consisting  
27 of its title shall be published in the official newspaper of the city. This ordinance shall  
be effective five (5) days after such publication.



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

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

Publication Date:  
Effective Date:

**CITY OF FIRCREST  
RESOLUTION NO. 24-01**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE  
CITY OF FIRCREST, WASHINGTON, RECOMMENDING THE  
ADOPTION OF AMENDMENTS TO THE COMPREHENSIVE  
PLAN AND ADOPTION OF THE 2024 COMPREHENSIVE PLAN.**

**WHEREAS**, the Planning Commission of the City of Fircrest is appointed by the Mayor and confirmed by the Council to act as a research and fact-finding agency for the city, as requested or required by the city council, to participate in the activities of regional planning commissions, and to study, promulgate, develop and make recommendations on updates to the comprehensive plan; and

**WHEREAS**, the Planning Commission of the City of Fircrest has undertaken review of the 2024 Comprehensive Plan by providing comments, suggestions, redlines and historical subject matter expertise to staff regarding this periodic update; and

**WHEREAS**, the City embarked on this process in January 2023 with the Planning Commission reviewing the Plan and its progress since then; and

**WHEREAS**, the Planning Commission is committed to amendments to the Plan that further more housing choices, policies and goals for climate resilience, excellent levels of service for its residents, and preservation of existing open space; and

**WHEREAS**, the Planning Commission has had the opportunity to review public comments on the draft plan via community surveys, mailers, pen houses meetings, study sessions, public hearings.

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

**Section 1.** The Planning Commission recommends its approval of the 2024 Comprehensive Plan.

**APPROVED AND ADOPTED BY THE PLANNING COMMISSION OF THE CITY OF FIRCREST, WASHINGTON**, at a regular meeting thereof this 1<sup>st</sup> day of October 2024.

**APPROVED:**



Shirley Schultz, Chair

  
Mark Newman, Community Development Director

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## Puget Sound Regional Council

1201 Third Avenue, Suite 500 Seattle, WA 98101-3055 | [psrc.org](https://psrc.org) | 206-464-7090

April 17, 2024

Mark Newman, Community Development Director  
City of Fircrest  
115 Ramsdell Street  
Fircrest, WA 98466

Subject: PSRC Comments on City of Fircrest Draft Comprehensive Plan

Dear Mr. Newman,

Thank you for providing an opportunity for the Puget Sound Regional Council (PSRC) to review a draft of the City of Fircrest draft comprehensive plan. We appreciate that the city has invested a substantial amount of time and effort in developing the draft plan and appreciate the chance to review while in draft form. This timely collaboration provides an opportunity to review plan elements for the 2024 comprehensive plan and prepares the city well for [certification](#) by PSRC once the full plan has been adopted.

We suggest the city consider the following comments as further work is completed for the comprehensive plan update to align with [VISION 2050](#) and the Growth Management Act. We encourage the city to work towards a final draft that identifies policies and strategies to support the development of affordable housing throughout the jurisdiction and emphasizes the coordinated investment in the 19<sup>th</sup> and Mildred Countywide Center. We look forward to continuing to work with you as you complete the Comprehensive Plan Update.

We reviewed the draft plan using the PSRC Plan Review Consistency Tool. Key sections of the consistency tool are listed below on the left along with relevant comments on the draft plan on the right:

## Housing

Plan Review Consistency Tool	PSRC Comment on Fircrest Draft Plan
Identify and begin to undo local policies and regulations that result in racially disparate impacts, displacement, and exclusion in housing, including zoning that may have a discriminatory effect and areas of disinvestment and infrastructure availability	<p>Analysis of racially disparate impacts, exclusion, and displacement must be included in the draft plan or accompanying housing analysis. Commerce provides <a href="#">guidance</a> on how to approach analysis of racially disparate impacts.</p> <p>For data on Racially Disparate Impacts, see <a href="#">PSRC's Community Profiles</a> and <a href="#">Commerce's RDI Data Toolkit</a>.</p>
Expand the diversity of housing types for all income levels and demographic groups, including low, very low, extremely low, and moderate-income households (MPP-H-2-6, H-9)	The Housing Appendix notes a deficit of projected housing for the 0-30% AMI category. <a href="#">Commerce guidance</a> (see Exhibit 7, p. 19) indicates the need to implement actions to increase capacity if a deficit is identified.
Increase housing supply and densities to meet the region's current and projected needs at all income levels consistent with the Regional Growth Strategy (MPP-H-1)	The Housing Appendix notes a shortfall in housing production in the last ten years. The plan should provide greater detail on the identification of specific barriers and solutions to housing development in Fircrest. Commerce's <a href="#">Adequate Provisions Checklist</a> can help document this work.
Identify potential physical, economic, and cultural displacement of low-income households and marginalized populations and work with communities to develop anti-displacement strategies in when planning for growth (MPP-H-12, H-Action-6)	<p>The plan acknowledges the possibility of displacement as market changes occur. The city should add a policy to identify potential displacement and to implement strategies to reduce and prevent displacement.</p> <p>PSRC's typology of <a href="#">Housing Opportunities by Place</a> and accompanying policy recommendations can be useful tools.</p>

Plan Review Consistency Tool	PSRC Comment on Fircrest Draft Plan
Address affordable housing needs by developing a housing needs assessment and evaluating the effectiveness of existing housing policies, and documenting strategies to achieve housing targets and affordability goals. This includes documenting programs and actions needed to achieve housing availability including gaps in local funding, barriers such as development regulations, and other limitations (H-Action-4)	<p>Goal H-4 and associated policies provide a strong policy support for special needs housing. The Housing Appendix could be improved by including a discussion of the existing and projected need for special needs housing (including permanent supportive housing and emergency housing as well as elder housing).</p> <p>Commerce guidance on <a href="#">Updating your Housing Element</a> can be useful for this process.</p>
Expand housing capacity for moderate density housing, i.e., “missing middle” (MPP-H-9)	<p>The draft comprehensive plan notes several policies related to middle housing. Under HB 1110, cities must adopt compliant development regulations by June 30, 2025. Additional policies to support middle housing would be beneficial to the plan.</p> <p>Refer to Commerce guidance on <a href="#">Planning for Middle Housing</a>.</p>

## Transportation

Plan Review Consistency Tool	PSRC Comment on Fircrest Draft Plan
Include a 20-year financing plan, as well as an analysis of funding capability for all transportation modes (RCW 36.70A.070(3), RCW 36.70A.070(6)(a)(iv), WAC 365-196-415, WAC 365-196-430, MPP-RC-11-12, T-6, T-15)	<p>The Transportation Appendix must include an estimate of revenues available to the city through the planning horizon and an analysis of the sufficiency of funding resources compared to estimated costs identified.</p> <p>Further guidance on how to address the financial analysis in the plan can be found in the Commerce’s <a href="#">Transportation Element Guidebook</a>, pages 202-212.</p>

Plan Review Consistency Tool	PSRC Comment on Fircrest Draft Plan
Provide travel demand forecasts and identify state and local system projects, programs, and management necessary to meet current and future demands and to improve safety and human health (RCW 36.70A.070, MPP-T-4-5)	The values used for Travel Forecasting included in the Citywide Land Use Assumptions Table (p. 196) do not match Housing Units (p. 160) or jobs (p. 155). These numbers must agree across plan elements and be substantially consistent with the targets adopted in the <a href="#">Pierce County CPPs</a> .
Develop a comprehensive concurrency program that addresses level-of-service standards for multimodal types of transportation and include implementation strategies (RCW 36.70A.070, RCW 36.70A.108, MPP-DP-52-54)	VISION 2050 calls for multimodal level of service standards, and the Growth Management Act will also require these standards by 2029 (MPP-DP-52-53).  PSRC's <a href="#">Transportation Element Guide</a> provides guidance for multimodal level of service standards.
Focus system improvements to connect centers and support existing and planned development as allocated by the Regional Growth Strategy (MPP-RC-7-9, T-7-8, T-15)	The plan would be improved by emphasizing how the proposed short- and long-term transportation investments will support connection to the Countywide Center.
Identify racial and social equity as a core objective when planning and implementing transportation improvements, programs, and services (MPP-T-9)	The plan should include a brief discussion of the locations where mobility barriers may exist and a policy to improve mobility equity. <a href="#">PSRC's Equity Planning Resources for Comprehensive Plans</a> may be a useful tool.  As a reminder, Fircrest's ADA Transition Plan must be adopted by 2029.

## Public Services

Plan Review Consistency Tool	PSRC Comment on Fircrest Draft Plan
Locate community facilities and services, including civic places like parks, schools, and other public spaces, in centers and near transit, with consideration for climate change, economic, social and health impacts (MPP-PS-18, PS-20, PS-29, DP-11)	The Capital Facilities and/or Utilities elements should acknowledge, and support planned, compact growth, in coordination with Countywide Center development.

Plan Review Consistency Tool	PSRC Comment on Fircrest Draft Plan
Promote affordable and equitable access of public services, including drinking water and telecommunication infrastructure, to provide access to all communities, especially underserved communities (MPP-PS-2, PS-16, PS-22)	Consider incorporating a discussion and/or visualization of the locations where infrastructure gaps exist, in support of Policy U-1.8.

## Environment

Plan Review Consistency Tool	PSRC Comment on Fircrest Draft Plan
Identify open space, trail, and park resources and needs, and develop programs for protecting and enhancing these areas (MPP-En-11-12, En-15, En-Action-4)	<p>PSRC recommends including a policy and parks level-of-service to provide parks within a 10-minute walk of all residents.</p> <p>PSRC uses the Trust for Public Land's <a href="#">ParkServe</a> mapping tool to identify park gaps, which shows that 79% of Fircrest's residents live within a 10-minute walk of a park.</p>
Protect critical areas, habitat, and water quality and coordinate planning with adjacent jurisdictions, tribes, countywide planning groups, and watershed groups (MPP-En-1, En-6, En-11-12, En-14, En-16, En-Action-3)	The plan should include discussion or a policy ensuring coordination with adjacent jurisdictions on critical area protection.

## Climate Change

Plan Review Consistency Tool	PSRC Comment on Fircrest Draft Plan
Identify and address the impacts of climate change and natural hazards on the region to increase resilience (MPP-CC-7-10, CC-Action-4)	Consider incorporating a broader policy to coordinate emergency management with county, regional, or federal agencies (in addition to the transportation infrastructure identified in Policy T-14.1).

## Land Use

Plan Review Consistency Tool	PSRC Comment on Fircrest Draft Plan
Support inclusive engagement to ensure land use decisions do not negatively impact historically marginalized communities (MPP-DP-8)	Consider including a policy committing to ongoing community engagement opportunities for future land use decision making.



Plan Review Consistency Tool	PSRC Comment on Fircrest Draft Plan
<b>Jurisdictions with or planning for light rail stations:</b> Support the adoption of subarea plans for light rail station areas (DP-Action-8)	Fircrest should consider strategies to support cooperative planning for the 19 <sup>th</sup> and Mildred countywide center alongside University Place and Tacoma.

## Economy

Plan Review Consistency Tool	PSRC Comment on Fircrest Draft Plan
Identify and enhance industry clusters, including those recognized in the Regional Economic Strategy that provide goods and services for export (MPP-Ec-3, Ec-4)	The plan should provide some background on existing industry clusters as they relate to the plan's economic development policies.
Develop a range of employment opportunities to create a closer balance between jobs and housing (MPP-Ec-18)	Consider including a discussion of the current jobs and housing distribution. The Census Bureau's <a href="#">On the Map tool</a> provides information on commute and employment patterns.

PSRC has resources available to assist the city in addressing these comments and inform development of the draft plan. We have provided links to online documents in this letter, and additional resources related to the plan review process can also be found at <https://www.psrc.org/planning-2050/vision/vision-2050-planning-resources>.

We appreciate all the work the city is doing and the opportunity to review and provide comments. We are happy to continue working with you as the draft progresses through the adoption process. If you have any questions or need additional information, please contact me at 206-464-6172 or [ddixon@psrc.org](mailto:ddixon@psrc.org).

Sincerely,



David Dixon, Associate Planner  
Puget Sound Regional Council

cc: Review Team, Growth Management Services, Department of Commerce



STATE OF WASHINGTON  
DEPARTMENT OF COMMERCE  
1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000  
[www.commerce.wa.gov](http://www.commerce.wa.gov)

09/12/2024

Mr. Mark Newman  
Community Development Director  
City of Fircrest  
115 Ramsdell Street  
Fircrest, WA 98466

Sent Via Electronic Mail

Re: City of Fircrest--2024-S-7449--60-day Notice of Intent to Adopt Amendment

Dear Mr. Newman:

Thank you for sending the Washington State Department of Commerce (Commerce) the 60-day Notice of Intent to Adopt Amendment as required under [RCW 36.70A.106](#). We received your submittal with the following description.

**Proposed comprehensive plan amendment for the GMA periodic update.**

We received your submittal on 09/12/2024 and processed it with the Submittal ID 2024-S-7449. Please keep this letter as documentation that you have met this procedural requirement. Your 60-day notice period ends on 11/11/2024.

We have forwarded a copy of this notice to other state agencies for comment.

Please remember to submit the final adopted amendment to Commerce within ten days of adoption.

If you have any questions, please contact Growth Management Services at [reviewteam@commerce.wa.gov](mailto:reviewteam@commerce.wa.gov), or call Eric Guida, (360) 725-3044.

Sincerely,

Review Team  
Growth Management Services

## 2019-2024 List of Grants Awarded to City of Fircrest

Date Authorized	Resolution No.	Grant Name	Dollar Amount
8/13/2019	1604	Department of Commerce Grant (Community Pool)	\$750,000
12/10/2019	1632	Alameda Avenue Overlay TIB Agreement	\$574,447.00
12/10/2019	1633	Emerson Sidewalk Extension Project TIB Agreement	\$430,190.00
7/28/2020	1664	Department of Commerce Grant (Community Center)	\$1,000,000
11/10/2020	1685	Department of Commerce Water Meter Replacement	\$194,000
12/8/2020	1702	Department of Ecology Pretreatment Stormwater Grant	\$313,050.67
11/23/2021	1739	WA State Archives Historical Records Grant	\$14,680
2/8/2022	1754	Department of Commerce Water Meter Replacement	\$165,870
9/6/2024	1759	Forterra Property Acquisition Grant	\$25,000
11/22/2022	1794	Department of Ecology Pretreatment Stormwater Grant	\$110,451.00
11/8/2022	1795	Department of Commerce Comprehensive Plan Grant Y1	\$62,500
2/13/2023	1821	TIB Grant for South Orchard Street Overlay Project	\$678,471
1/9/2024	1882	Department of Commerce Middle Housing Grant	\$50,000
2/13/2024	1883	Department of Commerce Comprehensive Plan Grant Y2	\$62,500
5/12/2024	1886	TIB Claremont Street Grind and Overlay Grant	\$677,409
9/6/2024	1893	Department of Commerce Electron Way/Contra Costa Intersection Improvement	\$148,410
9/6/2024	1895	Climate Planning Grant Agreement	\$120,000
9/6/2024	1898	Municipal Stormwater Capacity Grant	\$130,000
<b>Total</b>			<b>\$5,506,979</b>

## **FIRCREST CITY COUNCIL AGENDA SUMMARY**

**NEW BUSINESS:** Ordinance Amending Fircrest Municipal Code Title 21 Regarding Water Rates

**ITEM:** 13B

**DATE:** December 10, 2024

**FROM:** Dawn Masko, City Manager

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**RECOMMENDED MOTION:** I move to adopt Ordinance No. \_\_\_\_, amending Fircrest Municipal Code Title 21.04.030 – Residential Rates and Fircrest Municipal Code Title 21.04.040 – Commercial Rates.

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**PROPOSAL:** The Council is being asked to amend Fircrest Municipal Code Title 21.04 regarding residential and commercial water rates to reflect a 3.0% 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:** The rate increase would generate additional revenue for the Water Utility.

**DISADVANTAGES:** The cost to our ratepayers will increase on a bimonthly basis.

**ALTERNATIVES:** Not adopt or defer a rate increase or decrease the amount of the rate increase. This would result in the ending fund balance declining.

**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 was held at the November 26th City Council meeting. No comments were received.

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

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON, AMENDING FIRCREST MUNICIPAL  
CODE 21.04.030 RESIDENTIAL RATE AND AMENDING  
FIRCREST MUNICIPAL CODE 21.04.040 COMMERCIAL RATE.**

**WHEREAS**, the City's existing water customers are responsible for paying for operations, maintenance, and repairs for the water utility and to existing infrastructure within the water system, and environmental requirements imposed by the Washington State Department of Health; and

**WHEREAS**, it is necessary to raise water utility rates to meet the increasing cost of providing water utility services; and

**WHEREAS**, the City held a public hearing on the proposed changes to the water rates at the November 26, 2024, City Council meeting; and

**WHEREAS**, the City Council has determined it is in the City's best interest to amend Fircrest Municipal Code (FMC) Title [21.04](#) regarding utility billing service charges and consumption rates.

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

**Section 1. FMC 21.04.030, Amended.** FMC [21.04.030](#) is hereby amended to read as follows:

**21.04.030 Residential rate.**

Water furnished by the City of Fircrest for single-family residential and multiple dwelling units use and consumption within Fircrest city limits shall be furnished through metered connections and shall be charged for on the following basis:

(a) Single-family residential units with an accessory dwelling unit (ADU), as defined by FMC [22.58.012](#), shall be billed as one dwelling unit.

(b) A bimonthly ready to serve charge for each meter, regardless of size, per connection, shall be billed in accordance with the following schedule:

**Residential and Multiple Dwelling  
Water Ready to Serve Charge**

**Effective February 1, 2025**

Ready to Serve Charge	<del>\$40.22</del> <u>\$41.43</u>
-----------------------	-----------------------------------

(c) A charge for water consumed through each meter shall be billed in accordance with the following schedule:

**Consumption Tier for Residential and  
Multiple Dwelling Units  
Effective February 1, 2024**

Tier	Rates
Tier 1 (0 – 1,000 cf)	<del>\$0.0118</del> <u>\$0.0122</u>
Tier 2 (1,001 – 4,000 cf)	<del>\$0.0177</del> <u>\$0.0182</u>
Tier 3 (4,001+ cf)	<del>\$0.0301</del> <u>\$0.0310</u>

(d) Water furnished by the City of Fircrest for single-family residential and multiple dwelling units use and consumption outside the Fircrest city limits shall be charged as outlined in subsections (a) and (b) of this section with an additional bimonthly surcharge of \$25.00.

(e) All rates and charges imposed by this section shall be collected in full for service furnished during any month or fractional month. (Ord. 1717 § 1; Ord. 1701 § 1, 2022; Ord. 1681 § 1, 2021; Ord. 1627 § 2, 2018; Ord. 1589 § 1, 2016; Ord. 1446 § 1, 2007; Ord. 1365 § 1, 2005; Ord. 1287 § 1, 2001; Ord. 1119 § 1, 1996; Ord. 1086 § 1, 1994; Ord. 1016 § 1, 1992; Ord. 979 § 1, 1990; Ord. 891 § 1, 1988; Ord. 745 § 1, 1980).

**Section 2. FMC 21.04.040, Amended.** FMC [21.04.040](#) is hereby amended to read as follows:

**21.04.040 Commercial rate.**

Water furnished by the City of Fircrest for commercial or industrial use and consumption within the Fircrest city limits shall be furnished through metered connections and shall be charged for on the following basis:

(a) A bimonthly ready to serve charge for each meter, regardless of size, per connection, shall be in accordance with the following schedule:

**Commercial  
Water Ready to Serve Charge  
Effective February 1, 2025**

Ready to Serve Charge	<del>\$40.22</del> <u>\$41.43</u>
-----------------------	-----------------------------------

(b) A charge for water consumed through each meter shall be in accordance with the following schedule:

**Consumption Tier for  
Commercial Units  
Effective February 1, 2025**

Tier	Rates
Tier 1 (0 – 1,000 cf)	<del>\$0.0141</del> <u>\$0.0145</u>
Tier 2 (1,001 – 4,000 cf)	<del>\$0.0200</del> <u>\$0.0206</u>

Consumption Tier for  
Commercial Units

Effective February 1, 2025

Tier	Rates
Tier 3 (4,001+ cf)	<del>\$0.0322</del> \$0.0332

(c) Where more than one commercial business or establishment receives water through a single metered connection, each separate commercial business or establishment shall be charged a separate ready to serve charge that will include the same rate schedule as listed above.

(d) All rates and charges imposed by this section shall be collected in full for service furnished during any month or fractional month. (Ord. 1717 § 2; Ord. 1701 § 2, 2022; Ord. 1681 § 2, 2021; Ord. 1589 § 2, 2016; Ord. 1287 § 2, 2001; Ord. 1119 § 2, 1996; Ord. 1098 § 3, 1995; Ord. 1086 § 2, 1994; Ord. 1016 § 2, 1992; Ord. 979 § 2, 1990; Ord. 891 § 2, 1988; Ord. 745 § 2, 1980).

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

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

**Section 5. Effective Date.** This Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force on February 1, 2025.

**PASSED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON,** at a regular meeting thereof this 10<sup>th</sup> day of December 2024.

APPROVED:

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

ATTEST:

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

APPROVED AS TO FORM:

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



**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%

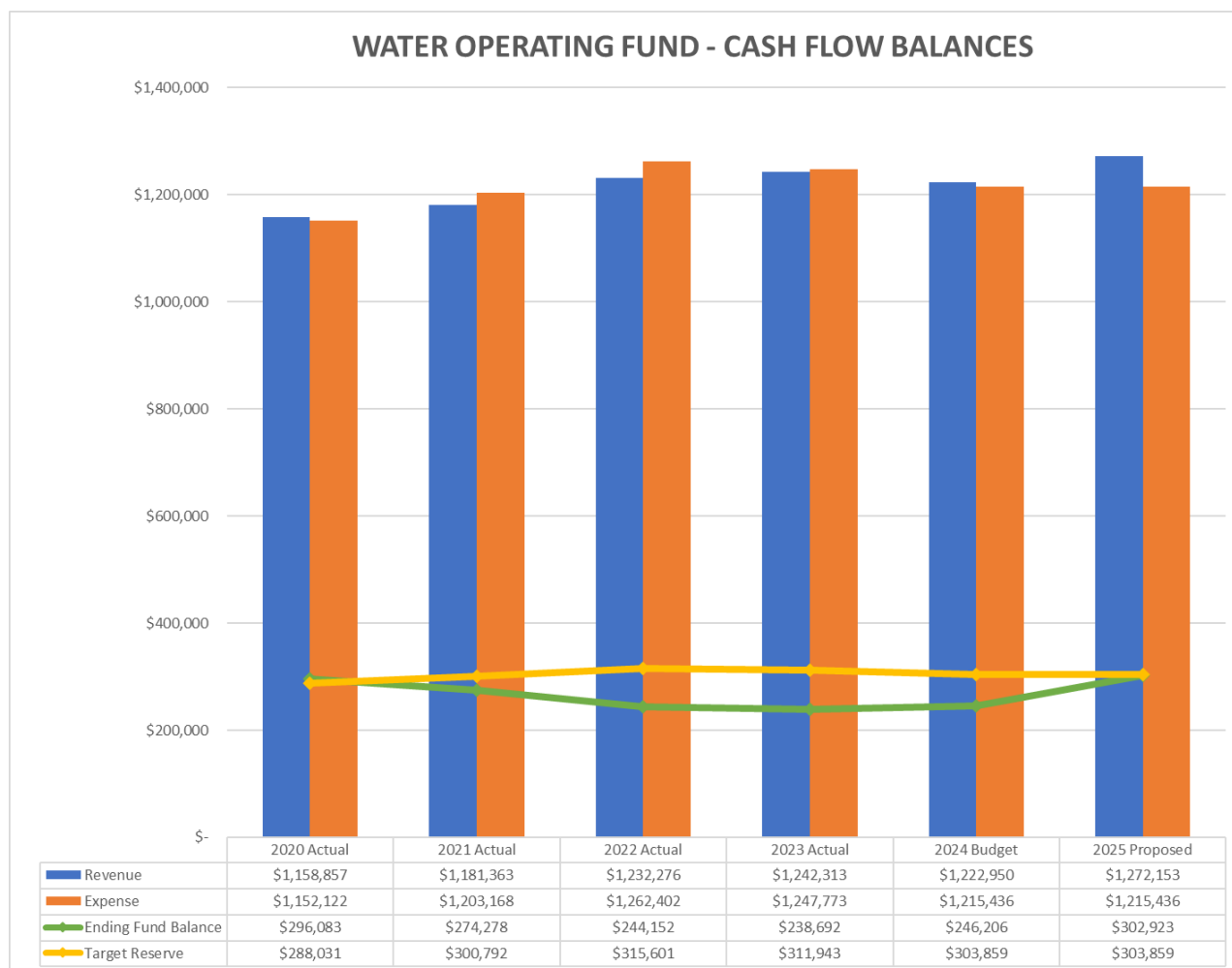


Unfortunately, the rate increase history for the years prior to 2024 did not keep pace with inflation and the impact on Water operating expenditures, resulting in an incremental decrease in ending fund balance.

	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 12<sup>th</sup> 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 1<sup>st</sup> 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)	<b>1,179</b>
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Winter Billing Cycle Average (February 2023)
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Charge	2024 Current	2025 Proposed
<b>Base Charge (Bi-Monthly)</b>		
Bi-Monthly	\$ 40.22	\$ 41.43
<b>Volume</b>		
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)	<b>3,131</b>
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Summer Billing Cycle Average (August 2023)
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Charge	2024 Current	2025 Proposed
<b>Base Charge (Bi-Monthly)</b>		
Bi-Monthly	\$ 40.22	\$ 41.43
<b>Volume</b>		
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)	<b>800</b>
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Billing Based on 800 cf
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Charge	2024 Current	2025 Proposed
<b>Base Charge (Bi-Monthly)</b>		
Bi-Monthly	\$ 40.22	\$ 41.43
<b>Volume</b>		
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
<b>Volume:</b>	<b>Cubic Ft</b>	
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)	<b>1,400</b>
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Billing Based on 1400 cf
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Charge	2024 Current	2025 Proposed
<b>Base Charge (Bi-Monthly)</b>		
Bi-Monthly	\$ 40.22	\$ 41.43
<b>Volume</b>		
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
<b>Volume:</b>	<b>Cubic Ft</b>	
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)	<b>2,800</b>
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Billing Based on 2800 cf
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Charge	2024 Current	2025 Proposed
<b>Base Charge (Bi-Monthly)</b>		
Bi-Monthly	\$ 40.22	\$ 41.43
<b>Volume</b>		
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
<b>Volume:</b>	<b>Cubic Ft</b>	
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)	<b>4,500</b>
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Billing Based on 4500 cf
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Charge	2024 Current	2025 Proposed
<b>Base Charge (Bi-Monthly)</b>		
Bi-Monthly	\$ 40.22	\$ 41.43
<b>Volume</b>		
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
<b>Volume:</b>	<b>Cubic Ft</b>	
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:** Ordinance Adopting the Annual Budget for Fiscal Year 2025

**ITEM:** 13C

**DATE:** December 10, 2024

**FROM:** Dawn Masko, City Manager

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**RECOMMENDED MOTION:** I move to adopt Ordinance No. \_\_\_\_\_, adopting the annual budget of the City of Fircrest for the Fiscal Year 2025.

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**PROPOSAL:** The Council is being asked to adopt the 2025 Annual Budget Ordinance.

**FISCAL IMPACT:** The total 2025 Budget, including estimated revenues, expenditures, and fund balances, is \$32,276,886.

**ADVANTAGE:** The City will be in compliance with [RCW 35A.33.075](#).

**DISADVANTAGES:** None known.

**ALTERNATIVES:** None known.

**HISTORY:** On September 24<sup>th</sup>, 2024, the Preliminary Budget was presented to the City Council. Council budget work sessions were held on September 30<sup>th</sup>, October 14<sup>th</sup>, October 21<sup>st</sup>, and November 4<sup>th</sup>, with an additional budget discussion held at the Council Study Session on November 18<sup>th</sup>. A Public Hearing to receive citizen comments on the 2025 revenue sources and property tax levy was held on October 22<sup>nd</sup>, 2024. Public Hearings to receive comments on the 2025 Budget were held on October 22<sup>nd</sup> and November 12<sup>th</sup>, 2024.

The following resolutions and ordinances related to the 2025 Budget were authorized and adopted on November 12<sup>th</sup>, 2024:

- 2025 Ad Valorem Tax Levy
- 2025 Municipal Court Judge and Chief Examiner Rate of Pay
- 2025 Salaries of Non-Union Employees, Including Casual and Seasonal Employees

The following ordinance was adopted on November 26<sup>th</sup>, 2024:

- 2024 Salaries of Non-Union Employees, Including Casual and Seasonal Employees

**ATTACHMENTS:** [Ordinance](#)  
[Final Adjustments to the Preliminary 2025 Budget](#)

**CITY OF FIRCREST  
ORDINANCE NO.**

**AN ORDINANCE OF THE CITY COUNCIL OF THE  
CITY OF FIRCREST, WASHINGTON, ADOPTING THE  
ANNUAL BUDGET OF THE CITY OF FIRCREST FOR  
THE FISCAL YEAR 2025.**

**WHEREAS**, State law requires the City to adopt a budget and provides procedures for the filing of estimates, preparation of a preliminary budget, holding public hearings, and final adoption of the budget; and

**WHEREAS**, the 2025 Preliminary Budget of the City of Fircrest was prepared, filed, and submitted to the City Council on September 30, 2024, and Public Hearings on the proposed budget were held on October 22, 2024, and November 12, 2024; and

**WHEREAS**, pursuant to said hearings, the City Council has deliberated and made adjustments and changes deemed necessary and proper in the preliminary budget; and

**WHEREAS**, the City Council now wishes to adopt by reference, in accordance with RCW 35A.33.075, a final budget that provides for totals of estimated revenues and appropriations for each separate fund and the aggregate totals for all such funds combined.

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

**Section 1.** The budget document on file with the City Clerk entitled "City of Fircrest 2025 Annual Budget" is hereby adopted by reference as though fully set forth.

**Section 2.** The 2025 Budget and totals of the estimated revenues, expenditures, and fund balances for each separate fund and the aggregate totals are as follows:

<b><u>FUND</u></b>	<b><u>REVENUE</u></b>	<b><u>EXPENDITURES</u></b>
001 General	\$12,139,217	\$12,139,217
101 Street	1,583,438	1,583,438
105 Police Investigation	500	500
150 Cumulative Reserve	2,750,000	2,750,000
201 Park Bond Debt Service	638,878	638,878
301 Park Bond Capital	1,014,720	1,014,720
310 Real Estate Excise Tax (REET)	3,132,979	3,132,979
415 Storm Operating	1,194,940	1,194,940
416 Storm Capital	828,906	828,906
425 Water Operating	1,504,692	1,504,692
426 Water Capital	216,537	216,537
430 Sewer Operating	4,080,747	4,080,747
432 Sewer Capital	952,075	952,075
501 Equipment Replacement (ERR)	2,639,257	2,639,257
<b>TOTAL ALL FUNDS</b>	<b>\$32,676,886</b>	<b>\$32,676,886</b>



**Section 3. Notification.** The City Clerk, Finance Director, or City Manager is directed to transmit a certified copy of this ordinance and the final 2025 Budget to the Division of Municipal Corporations of the Office of the State Auditor and the Association of Washington Cities.

**Section 4. 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 5. 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 6. 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 on January 1, 2025.

**PASSED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON,** at a regular meeting thereof this 10<sup>th</sup> day of December 2024.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

Publication Date:

Effective Date:

**GENERAL FUND**  
**Adjustments to the 2025 Preliminary Budget**

	<b>2025 Preliminary</b>	<b>Adjustment</b>	<b>2025 Adjusted</b>
Assigned Fund Balance - Light	\$ 424,035	\$ -	\$ 424,035
Assigned Fund Balance - 44th & Alameda	531,850	-	531,850
Reserved for Cash Flow	1,925,000	-	1,925,000
Unassigned Beginning Fund Balance	1,711,425	(83,370)	1,628,055
<b>Total Beginning Fund Balance</b>	<b>\$ 4,592,310</b>	<b>\$ (83,370)</b>	<b>\$ 4,508,940</b>
 Taxes	 4,221,415	 -	 4,221,415
Licenses & Permits	610,885	-	610,885
Intergovernmental Revenues	252,768	436	253,204
Charges for Goods & Services	1,644,628	-	1,644,628
Fines & Forfeits	241,000	12,500	253,500
Miscellaneous	644,195	2,450	646,645
<b>Total Operating Revenue</b>	<b>\$ 7,614,891</b>	<b>\$ 15,386</b>	<b>\$ 7,630,277</b>
 <b>TOTAL GENERAL FUND RESOURCES</b>	 <b>\$ 12,207,201</b>	 <b>\$ (67,984)</b>	 <b>\$ 12,139,217</b>
 Legislative	 \$ 90,450	 \$ -	 \$ 90,450
Judicial	467,870	2,390	470,260
Administration	430,870	(2,770)	428,100
Finance	436,020	(23,370)	412,650
Legal	284,250	2,000	286,250
Other Employee Benefits	2,500	-	2,500
Non-Departmental	145,410	(1,037)	144,373
Personnel	64,965	-	64,965
Facilities	724,041	(4,942)	719,099
Information Systems	169,640	6,470	176,110
Civil Service Commission	4,840	-	4,840
Police	2,280,246	23,348	2,303,594
Fire/EMS	848,784	-	848,784
Jail	30,500	-	30,500
Building Inspection	142,810	-	142,810
Emergency Management	10,985	-	10,985
Physical Environment	15,440	-	15,440
Planning	140,075	-	140,075
Health	1,773	-	1,773
Recreation	659,680	9,748	669,428
Library	12,500	-	12,500
Community Events	108,100	-	108,100
Swimming Pool	319,385	-	319,385
Parks	351,342	(444)	350,898
<b>Total Operating Expenditures</b>	<b>\$ 7,742,476</b>	<b>\$ 11,393</b>	<b>\$ 7,753,869</b>
 Rollover ARPA used for Police Officer	 67,612	 -	 67,612
Rollover banked property tax for Police Officer	65,143	-	65,143
<b>Revenue over (under) Operating Expenses</b>	<b>\$ 5,170</b>	<b>\$ 3,993</b>	<b>\$ 9,163</b>

**GENERAL FUND**  
**Adjustments to the 2025 Preliminary Budget**

	<u>2025 Preliminary</u>	<u>Adjustment</u>	<u>2025 Adjusted</u>
Leases	32,360	-	32,360
<b>Total Capital &amp; Other Uses</b>	<b>\$ 32,360</b>	<b>\$ -</b>	<b>\$ 32,360</b>
Operating Transfer/Street Beautification	10,000	-	10,000
Operating Transfer/Property Tax	72,430	-	72,430
Transfer to Street Lt. Maint. From Desg Lt.	37,005	-	37,005
Transfer to Street Fund	189,103	-	189,103
<b>Total Transfers Out</b>	<b>\$ 308,538</b>	<b>\$ -</b>	<b>\$ 308,538</b>
Unassigned Ending Fund Balance	\$ 1,279,947	\$ (79,377)	\$ 1,200,570
Reserved for Cash Flow	1,925,000	-	1,925,000
Assigned Fund Balance - Light	387,030	-	387,030
Assigned Fund Balance - 44th & Alameda	531,850	-	531,850
<b>Total Ending Fund Balance</b>	<b>\$ 4,123,827</b>	<b>\$ (79,377)</b>	<b>\$ 4,044,450</b>
<b>TOTAL GENERAL FUND BUDGET</b>	<b>\$ 12,207,201</b>	<b>\$ (67,984)</b>	<b>\$ 12,139,217</b>

**STREET FUND**  
**Adjustments to the 2025 Preliminary Budget**

	<b><u>2025 Preliminary</u></b>	<b><u>Adjustment</u></b>	<b><u>2025 Adjusted</u></b>
Beginning Fund Balance	\$ 335,553	\$ 108,777	\$ 444,330
<b>Total Beginning Fund Balance</b>	<b>335,553</b>	<b>108,777</b>	<b>444,330</b>
Operating Revenues	174,623	-	174,623
Operating Transfers In	308,538	-	308,538
<b>Total Operating Revenue</b>	<b>483,161</b>	<b>-</b>	<b>483,161</b>
Transfer In for Capital from REET 1	100,000	-	100,000
Transfer In for Capital from REET 2	-	83,392	83,392
Grant Revenue	-	472,555	472,555
<b>Total Non-Operating Revenue</b>	<b>100,000</b>	<b>555,947</b>	<b>655,947</b>
<b>TOTAL STREET FUND RESOURCES</b>	<b>\$ 918,714</b>	<b>\$ 664,724</b>	<b>\$ 1,583,438</b>
Street Maintenance	\$ 369,656	\$ 8,876	\$ 378,532
Street Light Maintenance	37,005		37,005
Street Beautification	99,730	400	100,130
<b>Total Operating Expenditures</b>	<b>506,391</b>	<b>9,276</b>	<b>515,667</b>
<b>Revenue over (under) Operating Expenses</b>	<b>(23,230)</b>	<b>(9,276)</b>	<b>(32,506)</b>
Capital Expenditures	100,000	555,947	655,947
<b>Excess Revenue over (under) Expenditures</b>	<b>(23,230)</b>	<b>(9,276)</b>	<b>(32,506)</b>
Unassigned Ending Fund Balance	312,323	99,501	411,824
<b>Total Ending Fund Balance</b>	<b>312,323</b>	<b>99,501</b>	<b>411,824</b>
<b>TOTAL STREET FUND BUDGET</b>	<b>\$ 918,714</b>	<b>\$ 664,724</b>	<b>\$ 1,583,438</b>

**POLICE INVESTIGATION FUND**  
**Adjustments to the 2025 Preliminary Budget**

	<u>2025 Preliminary</u>	<u>Adjustment</u>	<u>2025 Adjusted</u>
Beginning Fund Balance	\$ -	\$ -	\$ -
<b>Total Beginning Fund Balance</b>	<b>-</b>	<b>-</b>	<b>-</b>
Operating Revenues	500	-	500
<b>Total Operating Revenue</b>	<b>500</b>	<b>-</b>	<b>500</b>
<b>TOTAL POLICE INV FUND RESOURCES</b>	<b>\$ 500</b>	<b>\$ -</b>	<b>\$ 500</b>
Operating Expenses	\$ -	\$ -	\$ -
<b>Revenue over (under) Operating Expenses</b>	<b>500</b>	<b>-</b>	<b>500</b>
Ending Fund Balance	500	-	500
<b>Total Ending Fund Balance</b>	<b>500</b>	<b>-</b>	<b>500</b>
<b>TOTAL POLICE INV FUND BUDGET</b>	<b>\$ 500</b>	<b>\$ -</b>	<b>\$ (500)</b>

**CUMULATIVE RESERVE FUND**  
**Adjustments to the 2025 Preliminary Budget**

	<u>2025 Preliminary</u>	<u>Adjustment</u>	<u>2025 Adjusted</u>
Beginning Fund Balance	\$ 2,750,000	\$ -	\$ 2,750,000
<b>Total Beginning Fund Balance</b>	<b>2,750,000</b>	<b>-</b>	<b>2,750,000</b>
Operating Revenues	-	-	-
<b>Total Operating Revenue</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL CUMULATIVE RESERVE FUND RESOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Operating Expenses	\$ -	\$ -	\$ -
<b>Revenue over (under) Operating Expenses</b>	<b>-</b>	<b>-</b>	<b>-</b>
Ending Fund Balance	2,750,000	-	2,750,000
<b>Total Ending Fund Balance</b>	<b>2,750,000</b>	<b>-</b>	<b>2,750,000</b>
<b>TOTAL POLICE INV FUND BUDGET</b>	<b><u>\$ 2,750,000</u></b>	<b><u>\$ -</u></b>	<b><u>\$ (2,750,000)</u></b>

**PARK BOND DEBT SERVICE FUND**  
**Adjustments to the 2025 Preliminary Budget**

	<b>2025 Preliminary</b>	<b>Adjustment</b>	<b>2025 Adjusted</b>
Beginning Fund Balance	\$ 163,602	\$ -	\$ 163,602
<b>Total Beginning Fund Balance</b>	<b>163,602</b>	<b>-</b>	<b>163,602</b>
Bond Property Taxes	474,676	-	474,676
Interest	600	-	600
<b>Total Revenue</b>	<b>475,276</b>	<b>-</b>	<b>475,276</b>
<b>TOTAL PARK BOND DEBT FUND RESOURCES</b>	<b>\$ 638,878</b>	<b>\$ -</b>	<b>\$ 638,878</b>
Principal Loan Payment	\$ 155,000	\$ -	\$ 155,000
Interest Payment	305,850	-	305,850
<b>Total Expenditures</b>	<b>460,850</b>	<b>-</b>	<b>460,850</b>
<b>Excess Revenue over (under) Expenditures</b>	<b>14,426</b>	<b>-</b>	<b>14,426</b>
Restricted Ending Fund Balance	178,028	-	178,028
<b>Total Ending Fund Balance</b>	<b>178,028</b>	<b>-</b>	<b>178,028</b>
<b>TOTAL PARK BOND DEBT FUND BUDGET</b>	<b>\$ 638,878</b>	<b>\$ -</b>	<b>\$ 638,878</b>

**PARK BOND CAPITAL FUND**  
**Adjustments to the 2025 Preliminary Budget**

	<b><u>2025 Preliminary</u></b>	<b><u>Adjustment</u></b>	<b><u>2025 Adjusted</u></b>
Beginning Fund Balance	\$ 661,763	\$ 72,957	\$ 734,720
<b>Total Beginning Fund Balance</b>	<b>661,763</b>	<b>72,957</b>	<b>734,720</b>
Investment Revenue	30,000	-	30,000
Donations	250,000	-	250,000
<b>Total Operating Revenue</b>	<b>280,000</b>	<b>-</b>	<b>280,000</b>
<b>TOTAL PARK BOND CAPITAL FUND RESOURCES</b>	<b>\$ 941,763</b>	<b>\$ 72,957</b>	<b>\$ 1,014,720</b>
Capital Expenditures	\$ -	\$ 10,000	\$ 10,000
<b>Excess Revenue over (under) Expenditures</b>	<b>280,000</b>	<b>(10,000)</b>	<b>270,000</b>
Restricted Ending Fund Balance	941,763	62,957	1,004,720
<b>Total Ending Fund Balance</b>	<b>941,763</b>	<b>62,957</b>	<b>1,004,720</b>
<b>TOTAL PARK BOND CAPITAL FUND BUDGET</b>	<b>\$ 941,763</b>	<b>\$ 72,957</b>	<b>\$ 1,014,720</b>



**REET FUND**  
**Adjustments to the 2025 Preliminary Budget**

	<b><u>2025 Preliminary</u></b>	<b><u>Adjustment</u></b>	<b><u>2025 Adjusted</u></b>
Beginning Fund Balance - REET (1st 1/4)	\$ 478,202	\$ 18,000	\$ 496,202
Beginning Fund Balance - REET (2nd 1/4)	<u>2,230,219</u>	<u>908</u>	<u>2,231,127</u>
<b>Total Beginning Fund Balance</b>	<b>2,708,421</b>	<b>18,908</b>	<b>2,727,329</b>
Operating Revenues - REET (1st 1/4)	168,650	-	168,650
Operating Revenues - REET (2nd 1/4)	<u>237,000</u>	<u>-</u>	<u>237,000</u>
<b>Total Operating Revenue</b>	<b>405,650</b>	<b>-</b>	<b>405,650</b>
<b>TOTAL REET FUND RESOURCES</b>	<b>\$ 3,114,071</b>	<b>\$ 18,908</b>	<b>\$ 3,132,979</b>
Transfer Out from REET (1st 1/4)	\$ 100,000	\$ -	\$ 100,000
Transfer Out from REET (2nd 1/4)	<u>-</u>	<u>83,392</u>	<u>83,392</u>
<b>Total Expenditures</b>	<b>100,000</b>	<b>83,392</b>	<b>183,392</b>
<b>Excess Revenue over (under) Expenditures</b>	<b>305,650</b>	<b>(83,392)</b>	<b>222,258</b>
Restricted Ending Fund Balance - REET (1st 1/4)	546,852	18,000	564,852
Restricted Ending Fund Balance - REET (2nd 1/4)	<u>2,467,219</u>	<u>(82,484)</u>	<u>2,384,735</u>
	<b>3,014,071</b>	<b>(64,484)</b>	<b>2,949,587</b>
<b>TOTAL REET FUND BUDGET</b>	<b><u>\$ 3,114,071</u></b>	<b><u>\$ 18,908</u></b>	<b><u>\$ 3,132,979</u></b>

**STORM FUND**  
**Adjustments to the 2025 Preliminary Budget**

	<u>2025 Preliminary</u>	<u>Adjustment</u>	<u>2025 Adjusted</u>
Beginning Fund Balance	\$ 547,915	\$ (6,290)	\$ 541,625
<b>Total Beginning Fund Balance</b>	<b>547,915</b>	<b>(6,290)</b>	<b>541,625</b>
Operating Revenues	653,315	-	653,315
<b>Total Operating Revenue</b>	<b>653,315</b>	<b>-</b>	<b>653,315</b>
<b>TOTAL STORM FUND RESOURCES</b>	<b>\$ 1,201,230</b>	<b>\$ (6,290)</b>	<b>\$ 1,194,940</b>
Operating Expenses	\$ 505,114	\$ 5,831	\$ 510,945
<b>Revenue over (under) Operating Expenses</b>	<b>148,201</b>	<b>(5,831)</b>	<b>142,370</b>
Transfer to Storm Capital Fund	85,200	-	85,200
<b>Excess Revenue over (under) Expenditures</b>	<b>63,001</b>	<b>(5,831)</b>	<b>57,170</b>
Assigned Ending Fund Balance	610,916	(12,121)	598,795
<b>Total Ending Fund Balance</b>	<b>610,916</b>	<b>(12,121)</b>	<b>598,795</b>
<b>TOTAL STORM FUND BUDGET</b>	<b>\$ 1,201,230</b>	<b>\$ (6,290.00)</b>	<b>\$ 1,194,940</b>

**STORM CAPITAL FUND**  
**Adjustments to the 2025 Preliminary Budget**

	<b><u>2025 Preliminary</u></b>	<b><u>Adjustment</u></b>	<b><u>2025 Adjusted</u></b>
Beginning Fund Balance	\$ 481,470	\$ 212,236	\$ 693,706
<b>Total Beginning Fund Balance</b>	<b>481,470</b>	<b>212,236</b>	<b>693,706</b>
Flood Control District Funds	50,000	-	50,000
Transfers In	85,200	-	85,200
<b>Total Revenue</b>	<b>135,200</b>	<b>-</b>	<b>135,200</b>
<b>TOTAL STORM CAPITAL FUND RESOURCES</b>	<b>\$ 616,670</b>	<b>\$ 212,236</b>	<b>\$ 828,906</b>
Capital Expenditures	\$ 110,000	\$ -	\$ 110,000
<b>Excess Revenue over (under) Expenditures</b>	<b>25,200</b>	<b>-</b>	<b>25,200</b>
Assigned Ending Fund Balance	506,670	212,236	718,906
<b>Total Ending Fund Balance</b>	<b>506,670</b>	<b>212,236</b>	<b>718,906</b>
<b>TOTAL STORM CAPITAL FUND BUDGET</b>	<b>\$ 616,670</b>	<b>\$ 212,236</b>	<b>\$ 828,906</b>

**WATER FUND**  
**Adjustments to the 2025 Preliminary Budget**

	<b><u>2025 Preliminary</u></b>	<b><u>Adjustment</u></b>	<b><u>2025 Adjusted</u></b>
Beginning Fund Balance	\$ 246,206	\$ (13,667)	\$ 232,539
<b>Total Beginning Fund Balance</b>	<b>246,206</b>	<b>(13,667)</b>	<b>232,539</b>
Operating Revenues	1,272,153	-	1,272,153
<b>Total Operating Revenue</b>	<b>1,272,153</b>	<b>-</b>	<b>1,272,153</b>
<b>TOTAL WATER FUND RESOURCES</b>	<b>\$ 1,518,359</b>	<b>\$ (13,667)</b>	<b>\$ 1,504,692</b>
Operating Expenses	\$ 1,038,245	\$ 692	\$ 1,038,937
<b>Revenue over (under) Operating Expenses</b>	<b>233,908</b>	<b>(692)</b>	<b>233,216</b>
Transfer to Water Capital	131,550	-	131,550
<b>Excess Revenue over (under) Expenditures</b>	<b>102,358</b>	<b>(692)</b>	<b>101,666</b>
Assigned Ending Fund Balance	348,564	(14,359)	334,205
<b>Total Ending Fund Balance</b>	<b>348,564</b>	<b>(14,359)</b>	<b>334,205</b>
<b>TOTAL WATER FUND BUDGET</b>	<b>\$ 1,518,359</b>	<b>\$ (13,667)</b>	<b>\$ 1,504,692</b>

**WATER CAPITAL FUND**  
**Adjustments to the 2025 Preliminary Budget**

	<u>2025 Preliminary</u>	<u>Adjustment</u>	<u>2025 Adjusted</u>
Beginning Fund Balance	\$ 248,708	\$ (167,721)	\$ 80,987
<b>Total Beginning Fund Balance</b>	<b>248,708</b>	<b>(167,721)</b>	<b>80,987</b>
Capital Contributions	4,000	-	4,000
Transfer In-from Water Fund	131,550	-	131,550
<b>Total Revenue</b>	<b>135,550</b>	<b>-</b>	<b>135,550</b>
<b>TOTAL WATER CAPITAL FUND RESOURCES</b>	<b>\$ 384,258</b>	<b>\$ (167,721)</b>	<b>\$ 216,537</b>
Capital Expenditures	\$ 158,960	\$ -	\$ 158,960
<b>Excess Revenue over (under) Expenditures</b>	<b>(23,410)</b>	<b>-</b>	<b>(23,410)</b>
Assigned Ending Fund Balance	225,298	(167,721)	57,577
<b>Total Ending Fund Balance</b>	<b>225,298</b>	<b>(167,721)</b>	<b>57,577</b>
<b>TOTAL WATER CAPITAL FUND BUDGET</b>	<b>\$ 384,258</b>	<b>\$ (167,721)</b>	<b>\$ 216,537</b>

**SEWER FUND**  
**Adjustments to the 2025 Preliminary Budget**

	<b><u>2025 Preliminary</u></b>	<b><u>Adjustment</u></b>	<b><u>2025 Adjusted</u></b>
Beginning Fund Balance	\$ 1,131,245	\$ (39,848)	\$ 1,091,397
<b>Total Beginning Fund Balance</b>	<b>1,131,245</b>	<b>(39,848)</b>	<b>1,091,397</b>
Operating Revenues	2,989,350	-	2,989,350
<b>Total Operating Revenue</b>	<b>2,989,350</b>	<b>-</b>	<b>2,989,350</b>
<b>TOTAL SEWER FUND RESOURCES</b>	<b>\$ 4,120,595</b>	<b>\$ (39,848)</b>	<b>\$ 4,080,747</b>
Operating Expenses	\$ 2,871,695	\$ 6,741	\$ 2,878,436
<b>Revenue over (under) Operating Expenses</b>	<b>117,655</b>	<b>(6,741)</b>	<b>110,914</b>
Debt Service	312,530	-	312,530
Transfer to Sewer Capital	230,000	-	230,000
<b>Total Expenditures</b>	<b>542,530</b>	<b>-</b>	<b>542,530</b>
<b>Excess Revenue over (under) Expenditures</b>	<b>(424,875)</b>	<b>(6,741)</b>	<b>(431,616)</b>
Assigned Ending Fund Balance	706,370	(46,589)	659,781
<b>Total Ending Fund Balance</b>	<b>706,370</b>	<b>(46,589)</b>	<b>659,781</b>
<b>TOTAL SEWER FUND BUDGET</b>	<b>\$ 4,120,595</b>	<b>\$ (39,848)</b>	<b>\$ 4,080,747</b>

**SEWER CAPITAL FUND**  
**Adjustments to the 2025 Preliminary Budget**

	<u>2025 Preliminary</u>	<u>Adjustment</u>	<u>2025 Adjusted</u>
Beginning Fund Balance	\$ 721,070	\$ (2,995)	\$ 718,075
<b>Total Beginning Fund Balance</b>	<b>721,070</b>	<b>(2,995)</b>	<b>718,075</b>
Capital Contributions	4,000	-	4,000
Transfer In	230,000	-	230,000
<b>Total Revenue</b>	<b>234,000</b>	<b>-</b>	<b>234,000</b>
<b>TOTAL SEWER CAPITAL FUND RESOURCES</b>	<b>\$ 955,070</b>	<b>\$ (2,995)</b>	<b>\$ 952,075</b>
Capital Expenditures	\$ 222,150	\$ -	\$ 222,150
<b>Excess Revenue over (under) Expenditures</b>	<b>11,850</b>	<b>-</b>	<b>11,850</b>
Assigned Ending Fund Balance	732,920	(2,995)	729,925
<b>Total Ending Fund Balance</b>	<b>732,920</b>	<b>(2,995)</b>	<b>729,925</b>
<b>TOTAL SEWER CAPITAL FUND BUDGET</b>	<b>\$ 955,070</b>	<b>\$ (2,995)</b>	<b>\$ 952,075</b>

**EQUIPMENT REPLACEMENT (ERR) FUND**  
**Adjustments to the 2025 Preliminary Budget**

	<u>2025 Preliminary</u>	<u>Adjustment</u>	<u>2025 Adjusted</u>
Beginning Fund Balance	\$ 2,095,838	\$ 37,507	\$ 2,133,345
<b>Total Beginning Fund Balance</b>	<b>2,095,838</b>	<b>37,507</b>	<b>2,133,345</b>
Operating Revenues	220,726	49,621	270,347
<b>Total Operating Revenue</b>	<b>220,726</b>	<b>49,621</b>	<b>270,347</b>
Transfer In for Capital Replacement	235,565	-	235,565
<b>Total Non-Operating Revenue</b>	<b>235,565</b>	<b>-</b>	<b>235,565</b>
<b>TOTAL ERR FUND RESOURCES</b>	<b>\$ 2,552,129</b>	<b>\$ 87,128</b>	<b>\$ 2,639,257</b>
Operating Expenses	\$ 171,456	\$ 49,621	\$ 221,077
<b>Revenue over (under) Operating Expenses</b>	<b>49,270</b>	<b>-</b>	<b>49,270</b>
Capital Expenditures	130,465		130,465
<b>Excess Revenue over (under) Expenditures</b>	<b>154,370</b>	<b>-</b>	<b>154,370</b>
Assigned Ending Fund Balance	2,250,208	37,507	2,287,715
<b>Total Ending Fund Balance</b>	<b>2,250,208</b>	<b>37,507</b>	<b>2,287,715</b>
<b>TOTAL ERR FUND BUDGET</b>	<b><u>\$ 2,552,129</u></b>	<b><u>\$ 87,128</u></b>	<b><u>\$ 2,639,257</u></b>



## **FIRCREST CITY COUNCIL AGENDA SUMMARY**

**NEW BUSINESS:** 2025 Pierce County Regional Council Appointments

**ITEM:** 13D

**DATE:** December 10, 2024

**FROM:** Dawn Masko, City Manager

---

**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_\_, appointing Mayor Shannon Reynolds as the City of Fircrest's representative to the Pierce County Regional Council, and further appointing Councilmember \_\_\_\_\_ as the alternate representative to the Pierce County Regional Council.

---

**PROPOSAL:** The City Council is being asked to appoint Councilmembers as the City of Fircrest representative and alternate representative to the Pierce County Regional Council. The appointed representative will have voting authority beginning January 1, 2025, for a one-year term.

**FISCAL IMPACT:** None.

**ADVANTAGES:** Participation in a cooperative effort on issues relevant to all cities benefits the City of Fircrest.

**DISADVANTAGES:** None known.

**ALTERNATIVES:** Do not participate in the Pierce County Regional Council.

**BACKGROUND:** Fircrest has been a participating member of the Pierce County Regional Council (PCRC) since 1992. The PCRC provides a multi-government forum for the coordination of growth management issues, reviews and approves funding for certain transportation projects, and provides the opportunity for building consensus on issues common to all Pierce County cities and towns.

Mayor Shannon Reynolds was recently re-elected as the Chair of the Pierce County Regional Council and has requested to be reappointed as the City's representative to PCRC.

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

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON APPOINTING MAYOR SHANNON  
REYNOLDS AS REPRESENTATIVE TO THE PIERCE COUNTY  
REGIONAL COUNCIL AND FURTHER APPOINTING  
COUNCILMEMBER \_\_\_\_\_ AS THE ALTERNATE  
REPRESENTATIVE TO THE PIERCE COUNTY REGIONAL  
COUNCIL.**

**WHEREAS**, the City of Fircrest has been a participating member of the Pierce County Regional Council (PSRC) since 1992; and

**WHEREAS**, an appointment needs to be made for a representative and alternate representative for the Pierce County Regional Council for the year 2024.

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

**Section 1.** Mayor Shannon Reynolds is hereby appointed as the City of Fircrest representative to the Pierce County Regional Council for a one-year term commencing January 1, 2025, and expiring December 31, 2025.

**Section 2.** Councilmember \_\_\_\_\_ is hereby appointed as the City of Fircrest alternate representative to the Pierce County Regional Council for a one-year term commencing January 1, 2025, and expiring December 31, 2025.

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

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

## **FIRCREST CITY COUNCIL AGENDA SUMMARY**

**NEW BUSINESS:**       **2025 South Sound Housing Affordability Partners Appointment**  
**ITEM:**               **13E**  
**DATE:**               **December 10, 2024**  
**FROM:**               **Dawn Masko, City Manager**

---

**RECOMMENDED MOTION:**   **I move to adopt Resolution No. \_\_\_\_\_, appointing Councilmember \_\_\_\_\_ as the representative to South Sound Housing Affordability Partners, and further appointing Councilmember \_\_\_\_\_ as the alternate representative to South Sound Housing Affordability Partners.**

---

**PROPOSAL:** The Council is being asked to appoint Councilmembers as the City of Fircrest representative and alternate representative to South Sound Housing Affordability Partners (SSHAP). Should the Council make these appointments, the representative will have voting authority beginning January 1, 2025, for a one-year term.

**FISCAL IMPACT:** These appointments will not have a direct fiscal impact.

**ADVANTAGE:** Participating with other agencies to foster housing affordability and stability in Pierce County, including within Fircrest. Participating in SSHAP also allows Fircrest staff access to resources to assist with the development of locally appropriate housing policies and programs.

**DISADVANTAGES:** None known.

**ALTERNATIVES:** Not participate in South Sound Housing Affordability Partners.

**HISTORY:** Fircrest joined South Sound Housing Affordability Partners on September 28, 2021.

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

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON APPOINTING COUNCILMEMBER  
\_\_\_\_ AS REPRESENTATIVE TO SOUTH SOUND  
HOUSING AFFORDABILITY PARTNERS, AND FURTHER  
APPOINTING COUNCILMEMBER \_\_\_\_\_ AS  
ALTERNATE REPRESENTATIVE TO SOUTH SOUND  
HOUSING AFFORDABILITY PARTNERS.**

**WHEREAS**, the City of Fircrest has been a participating member of South Sound Housing Affordability Partners (SSHAP) since 2021; and

**WHEREAS**, an appointment needs to be made for a representative and alternate representative on South Sound Housing Affordability Partners for the year 2025.

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

**Section 1.** Councilmember \_\_\_\_\_ is hereby appointed as the City of Fircrest representative to South Sound Housing Affordability Partners for a one-year term, commencing January 1, 2025, and expiring December 31, 2025.

**Section 2.** Councilmember \_\_\_\_\_ is hereby appointed as the City of Fircrest alternate representative to South Sound Housing Affordability Partners for a one-year term, commencing January 1, 2025, and expiring December 31, 2025.

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

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

## FIRCREST CITY COUNCIL AGENDA SUMMARY

**NEW BUSINESS:** Ruston Court Interlocal Agreement Amendment #6  
**ITEM:** 13F  
**DATE:** December 10, 2023  
**FROM:** Dawn Masko, City Manager

---

**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_\_, authorizing the City Manager to execute Amendment #6 to the Interlocal Agreement with the City of Ruston to provide Municipal Court Services for 2025.

---

**PROPOSAL:** The Council is being asked to authorize the City Manager to execute Amendment #6 to the Interlocal Agreement with the City of Ruston to extend the date of the agreement to December 31, 2025, and increase the annual fee for providing municipal court services.

**FISCAL IMPACT:** Fircrest will invoice the City of Ruston \$275,095 in 2025 for the proportionate cost of providing municipal court, prosecution, and public defender services. This is \$9,560 more than the 2024 invoice amount of \$265,535.

**ADVANTAGE:** The amendment to the Interlocal Agreement allows the City of Fircrest to continue providing municipal court services to the City of Ruston.

**DISADVANTAGES:** The additional workload for Fircrest Court staff.

**ALTERNATIVES:** None at this time. The Interlocal Agreement requires twelve months' notice prior to termination of the agreement by either party.

**HISTORY:** Fircrest entered into an Interlocal Agreement in 2018 to provide municipal court, prosecution, and public defender services to the City of Ruston. The initial cost of municipal court services for Ruston was \$232,000 for up to 2,500 cases, with additional cases costing the City \$90 per case. This cost has been increased annually based on the cost of living index. This is the sixth amendment to the Interlocal Agreement, which extends the term through the end of 2025 and increases the annual fee to \$275,095.

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

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON, AUTHORIZING THE CITY  
MANAGER TO EXECUTE AMENDMENT #6 TO THE  
INTERLOCAL AGREEMENT WITH THE CITY OF RUSTON TO  
PROVIDE MUNICIPAL COURT, PROSECUTION, AND PUBLIC  
DEFENDER SERVICES.**

**WHEREAS**, the City of Fircrest has contracted with the City of Ruston to provide municipal court, prosecution, and public defender services; and

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

**WHEREAS**, the parties wish to enter into an amendment to extend the Interlocal Agreement through 2025 and adjust the Agreement costs to account for Ruston’s proportionate cost of increases in annual expenses of the Court.

**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 Amendment #6 to the Interlocal Agreement with the City of Ruston to extend the term through December 31, 2025, and to update the annual fee for the provision of municipal court, prosecution, and public defender services to \$275,095.

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

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

**AMENDMENT #6  
TO THE INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF FIRCREST AND THE CITY OF RUSTON  
FOR THE PROVISION OF MUNICIPAL COURT, PROSECUTION,  
AND PUBLIC DEFENDER SERVICES**

This amendment is hereby made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Fircrest, a political subdivision of the State of Washington, hereinafter referred to as the "Fircrest" and the City of Ruston, hereinafter referred to as "Ruston," to be effective January 1, 2025.

The parties hereby amend their existing Agreement as follows:

1. **Section H. Term** is hereby amended to read as follows:

The initial term of this Agreement is November 1, 2018, through December 31, 2019, with the parties consulting on a regular basis to establish whether amendments are needed to achieve the best results possible for both parties. Without such notice by October 1<sup>st</sup> of each year, the Agreement will automatically renew as is for the following fiscal year. The term of this Agreement shall be extended to be in effect through December 31, 2025, and may be extended or modified by mutual consent of the parties.

2. **Section D. Financial Provisions**. Subsection 1 is hereby amended to read as follows:

In the event that Ruston appoints Fircrest's judge as judge of the Ruston Municipal Court, Ruston shall pay Fircrest an annual fee of \$275,095. The annual fee shall be determined based on the cost of the Fircrest Municipal Court and includes factors such as the cost of the court system and administrative costs associated with running the court. The fee will be reviewed and adjusted on an annual basis. Ruston shall be notified of the changes to the calculation of court costs and administrative costs. The fee shall be invoiced and paid monthly.

This amendment is limited to the amendments as set forth herein. All of the remaining terms and conditions of the November 1, 2018 agreement, as amended, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be duly executed in two counterparts, each of which shall be deemed as originals, as of the day and year first above written.

**CITY OF FIRCREST**

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

Dated: \_\_\_\_\_

**Attest:**

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

**Approved As To Form:**

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

**CITY OF RUSTON**

\_\_\_\_\_  
Bruce Hopkins, Mayor

Dated: \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
City Clerk

**Approved As To Form:**

\_\_\_\_\_  
Jennifer S. Robertson, City Attorney

## FIRCREST CITY COUNCIL AGENDA SUMMARY

**NEW BUSINESS:**        **RWJ Consultants Professional Services Agreement Amendment**  
**ITEM:**                **13G**  
**DATE:**                **December 10, 2024**  
**FROM:**                **Dawn Masko, City Manager**

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

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

**FISCAL IMPACT:** Services will be billed at \$75 per hour, with a total not exceeding \$5,000. The remaining contract balance of \$3,325 will be applied toward the \$5,000 total contract amount.

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

**DISADVANTAGES:** None.

**ALTERNATIVES:** None that are viable.

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

These services were put on hold for the past several months as the property was no longer under contract. As the City is working with a new developer and beginning conversations again with the new Pierce County administration, RWJ Consultants' services are now being utilized again on an as-needed basis.

The current professional services agreement expires on December 31, 2024. The City wishes to extend it through June 30, 2025. The hourly fee of \$75 for actual hours worked remains unchanged.

**ATTACHMENTS:** [Resolution Professional Services Agreement Amendment #4](#)



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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON, AUTHORIZING THE CITY  
MANAGER TO EXECUTE AMENDMENT #4 TO THE  
PROFESSIONAL SERVICES AGREEMENT WITH RWJ  
CONSULTANTS FOR CONSULTING SERVICES.**

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

**WHEREAS**, the term of said Agreement will expire on December 31, 2024; and

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

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

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

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

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**AMENDMENT #4  
TO THE CITY OF FIRCREST  
PROFESSIONAL SERVICES AGREEMENT  
WITH RWJ CONSULTANTS**

This Fourth Amendment is hereby made and entered into this 10th day of December 2024 by and between the City of Fircrest, a political subdivision of the State of Washington, hereinafter referred to as the "City," and RWJ Consultants, hereinafter referred to as "Consultant" or "RWJ," to be effective January 1, 2025.

**WITNESSETH:**

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

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

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

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

**Time Period of Agreement:** Notwithstanding the date of execution hereof, this Agreement shall be in effect beginning January 1, 2025, and will terminate as the City Manager determines, not later than June 30, 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 mentioned above.

**CITY OF FIRCREST**

**RWJ Consultants**

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

By \_\_\_\_\_  
Robert W. Jean

**Approved as to Form:**

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

## **EXHIBIT A**

Consulting services provided may include but not be limited to outstanding items related to the mixed-use project located at 2119 Mildred Street West in Fircrest, WA, and associated sewer-related items as follows:

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

## **FIRCREST CITY COUNCIL AGENDA SUMMARY**

**NEW BUSINESS:** Finance Consultant Professional Services Agreement Amendment

**ITEM:** 13H

**DATE:** December 10, 2024

**FROM:** Dawn Masko, City Manager

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**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_, authorizing the City Manager to execute an amendment to the Professional Services Agreement with Colleen Corcoran for financial consulting services.

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**PROPOSAL:** The Council is being asked to authorize the City Manager to execute an amendment to the professional services agreement with Colleen Corcoran for financial consulting services, specifically to provide on-call support to the new Finance Director.

**FISCAL IMPACT:** The cost of services is not to exceed \$4,000.

**ADVANTAGES:** This agreement will provide training assistance for the new Finance Director.

**DISADVANTAGES:** None.

**ALTERNATIVES:** None.

**BACKGROUND:** The City recently extended an employment offer to a new Finance Director, who will start in January 2025. Colleen Corcoran, the City's long-time Finance Director, possesses valuable knowledge that could be invaluable to the incoming Director, particularly regarding the City's financial programs and processes.

**ATTACHMENTS:** [Resolution Professional Services Agreement Amendment #1](#)

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON, AUTHORIZING THE CITY  
MANAGER TO EXECUTE AMENDMENT #1 TO THE  
PROFESSIONAL SERVICES AGREEMENT WITH COLLEEN  
CORCORAN FOR FINANCIAL CONSULTING SERVICES.**

**WHEREAS**, the City of Fircrest has contracted with Colleen Corcoran to provide financial consulting services and

**WHEREAS**, the term of said Agreement will expire on December 31, 2024; and

**WHEREAS**, the City of Fircrest wishes to continue utilizing Colleen Corcoran for these services;

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

**Section 1.** The City Manager is hereby authorized and directed to execute an amendment to the professional services agreement with Colleen Corcoran for financial consulting services.

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

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**AMENDMENT #1  
TO THE CITY OF FIRCREST  
PROFESSIONAL SERVICES AGREEMENT  
WITH COLLEEN CORCORAN**

This Amendment is hereby made and entered into this 10th day of December 2024 by and between the City of Fircrest, a political subdivision of the State of Washington, hereinafter referred to as the "City," and Colleen Corcoran, hereinafter referred to as "Consultant" to be effective January 1, 2025.

**WITNESSETH:**

1. **Purpose:** The purpose of this first amendment is to amend the June 25, 2024, agreement. This amendment is limited to the amendments set forth herein. All of the remaining terms and conditions of the original agreement dated June 25, 2024, shall remain in full force and effect. The amendments are as follows:

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

**TERMS OF AGREEMENT:** Notwithstanding the date of execution hereof, this Agreement shall be in full force and effect for a period commencing January 1, 2025, and ending June 30, 2025. Either party may terminate this Agreement upon fourteen (14) days' written notice to the other party.

3. Section 4 is hereby amended to read as follows:

**PAYMENT:** Upon receipt of an invoice from the Consultant, the City may make monthly progress payments for work completed. Each invoice shall itemize the work performed. Consultant shall be compensated at One Hundred and Twenty-Five Dollars (\$125) per hour with a total payment amount not to exceed Four Thousand Dollars and 0/100 (\$4,000) without written modification of this Agreement signed by the City.

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

**CITY OF FIRCREST**

**Consultant**

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

By \_\_\_\_\_  
Colleen Corcoran

**Approved as to Form:**

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

## **FIRCREST CITY COUNCIL AGENDA SUMMARY**

**NEW BUSINESS:** Alameda Avenue West Sidewalk Project – WA State Transportation Improvement Board (TIB) Grant Agreement

**ITEM:** 13I

**DATE:** December 10, 2024

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

---

**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_, authorizing the City Manager to execute a Fuel Tax Grant Agreement with the Washington State Transportation Improvement Board for \$472,555 for the Alameda Avenue West Sidewalk Project.

---

**PROPOSAL:** The Council is being asked to authorize the City Manager to execute a Fuel Tax Grant Agreement with the Washington State Transportation Improvement Board (TIB) for the Alameda Avenue West Sidewalk Project from Cypress Point to Emerson Street (west side of Alameda Avenue). The grant will fund 85% of approved eligible project costs, with a maximum grant amount of \$472,555.

**FISCAL IMPACT:** The City is required to provide local match funds up to a maximum of \$83,392. Real Estate Excise Taxes (REET 2) will be utilized for the grant match. The transfer of REET funds to the Street Capital Fund to cover the local match requirement will need to be included in the next budget amendment.

**ADVANTAGES:** The project supports the objectives of both staff and the Council to complete sidewalk connectivity at the north end of the city.

**DISADVANTAGES:** None identified.

**ALTERNATIVES:** Do not accept the grant and identify future internal funds to cover the design and construction of this project, which is not feasible.

**HISTORY:** The west side of Alameda Avenue is currently gravel from Cypress Point to Emerson Street, which poses challenges to ADA accessibility. Public Works Director Bemis is also currently working with the City of University Place to design the sidewalks on 44<sup>th</sup> Street from Alameda Avenue to 67<sup>th</sup> Avenue West. City staff will also continue to apply for future grant opportunities to design and construct sidewalks on the east side of Alameda Avenue from 44<sup>th</sup> Street West to Rosewood Lane.

**ATTACHMENTS:** [Resolution](#)  
[Fuel Tax Grant Agreement](#)  
[TIB Funding Status Form](#)  
[Grant Award Letter](#)

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON, AUTHORIZING THE CITY  
MANAGER TO EXECUTE A FUEL TAX GRANT AGREEMENT  
WITH THE WASHINGTON STATE TRANSPORTATION  
IMPROVEMENT BOARD FOR \$472,555 FOR THE ALAMEDA  
AVENUE WEST SIDEWALK PROJECT.**

**WHEREAS**, the City of Fircrest submitted an application to the Washington State Transportation Improvement Board for the Alameda Avenue West Sidewalk Project; and

**WHEREAS**, the Transportation Improvement Board has awarded 85% of approved eligible project costs with a maximum grant amount of \$472,555 to the City of Fircrest; and

**WHEREAS**, the City of Fircrest's 6-Year Transportation Improvement Plan has identified this project to utilize Real Estate Excise Tax (REET 2) proceeds as the City's required matching funds for the grant; and

**WHEREAS**, the City of Fircrest desires to return the necessary documentation to accept the grant.

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

**Section 1.** The City Manager is hereby authorized and directed to execute an agreement with the Washington State Transportation Improvement Board to accept a grant in the amount of \$472,555 for the Alameda Avenue West Sidewalk Project.

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

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney



City of Fircrest  
C-P-130(002)-1  
Alameda Avenue W Sidewalk  
Cypress Pt to Emerson St

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
City of Fircrest  
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the Alameda Avenue W Sidewalk, Cypress Pt to Emerson St (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Fircrest, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 85.0000 percent of approved eligible project costs up to the amount of \$472,555, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW and/or chapter 47.04 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as

often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

## 5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

## 6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

## 7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

## 8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

## 9.0 DEFAULT AND TERMINATION

### 9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

### 9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:

- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

### 9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

### 9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

## 10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue and other revenue sources. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

## 11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060 and/or WAC 479-10-575. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.

## 12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

## 13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

## 14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.

## 15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington and/or 47.04 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

## 16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form  
Attorney General

By:

Signature on file

---

Guy Bowman  
Assistant Attorney General

Lead Agency

Transportation Improvement Board

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Chief Executive Officer

Date

---

Executive Director

Date

---

Dawn Masko

Print Name

---

Print Name



# Project Funding Status Form

Agency Name: **FIRCREST**  
Project Name: **Alameda Avenue W Sidewalk  
Cypress Pt to Emerson St**

TIB Project Number: **C-P-130(002)-1**

Verify the information below and revise if necessary.

Email to: Your TIB Engineer

## PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion

## PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
FIRCREST	83,392	
WSDOT	0	
Federal Funds	0	
TOTAL LOCAL FUNDS	83,392	

Signatures are required from two different agency officials. Return the originally signed form to your TIB Engineer.

### City Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dawn Masko  
Printed or Typed Name

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

### Financial Officer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title



# Washington State Transportation Improvement Board

## TIB Members

November 22, 2024

Chair  
Councilmember Sam Low  
Snohomish County

Vice Chair  
Mayor Hilda González  
City of Granger

Susan Carter  
Hopelink

Kent Cash  
Port of Vancouver

Barbara Chamberlain  
WSDOT

Dongho Chang  
WSDOT

Scott Chesney  
Spokane County

Vicky Clarke  
Cascade Bicycle Club & Washington  
Bikes

Nick Covey  
Link Transit

Andrew Denham  
Town of Twisp

Stephanie Forman  
Forman Consulting

Preston Frederickson  
City of Walla Walla

Commissioner Al French  
Spokane County

Commissioner Scott Hutsell  
Lincoln County

Councilmember Jon Pascal  
City of Kirkland

Les Reardanz  
Whatcom Transportation Authority

Mayor Kim Roscoe  
City of Fife

Maria Thomas  
Office of Financial Management

John Vicente  
City of Kenmore

Jennifer Walker  
Thurston County

Jane Wall  
County Road Administration Board

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

Dear Tyler Bemis:

Congratulations! The Transportation Improvement Board (TIB) is pleased to announce the selection of your project, Alameda Avenue W Sidewalk, Cypress Pt to Emerson St, TIB project number C-P-130(002)-1.

TIB is awarding 85.0000% of approved eligible project costs with a maximum grant of \$472,555.

Before any work is permitted on this project, you must complete and email the following items to your TIB engineer:

- Verify the information on the attached Project Funding Status Form and revise, if necessary. Sign and email a copy.
- Submit the section of your adopted Six-Year Transportation Improvement Plan listing this project.
- Sign and email one copy of the Fuel Tax Grant Distribution Agreement.

You may only incur reimbursable expenses after you receive approval from TIB. **This project must advertise for bids no later than May 1 and construction activities shall start no later than July 1 of the year of scheduled construction, unless TIB provides an extension in writing.**

In accordance with RCW 47.26.084, you must certify full funding by November 22, 2025, or the grant may be terminated. Grants may also be rescinded due to unreasonable project delays as described in WAC 479-05-211.

If you have questions, please contact Greg Armstrong, TIB Project Engineer, at [GregA@TIB.wa.gov](mailto:GregA@TIB.wa.gov).

Sincerely,

Ashley Probart  
Executive Director

Enclosures

Ashley Probart  
Executive Director

P.O. Box 40901  
Olympia, WA 98504-0901  
Phone: 360-586-1140  
[www.tib.wa.gov](http://www.tib.wa.gov)

## **FIRCREST CITY COUNCIL AGENDA SUMMARY**

**NEW BUSINESS:** Princeton Street Water Main Project Award

**ITEM:** 13J

**DATE:** December 10, 2024

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

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**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_, authorizing the City Manager to execute a Public Works Contract with Pape & Sons Construction, Inc. for the Princeton Street Water Main Project.

---

**PROPOSAL:** The City Council is being asked to authorize the City Manager to execute a Public Works Contract with Pape & Sons Construction, Inc. for the Princeton Street Water Main Project.

**FISCAL IMPACT:** The total project cost is \$117,840.03, including tax. Of this amount, approximately \$82,362 will be covered by American Rescue Plan Act (ARPA) funds, with the remaining balance funded by the Water Capital Fund. The potential reduction of concrete and asphalt materials may also yield substantial savings.

**ADVANTAGES:** This project will eliminate an old, undersized water main and increase fire flows in the area. Additionally, the project will transfer services on Princeton Street to a 12" water main.

**DISADVANTAGES:** None identified.

**ALTERNATIVES:** Postpone the project and not utilize ARPA funds.

**HISTORY:** The water main on Princeton was replaced in the early 1990s and currently functions as a transmission main. This project will eliminate the 4" main and transfer all services over to an existing 12" main on Princeton, between Harvard Avenue and Contra Costa Avenue. Also, the connection at Eldorado Avenue that was not made at the time of installation will now be connected.

Pape & Sons was the sole responsive bidder through the MRSC Small Works Roster Invitation to Bid process.

**ATTACHMENTS:** [Resolution](#)  
[Public Works Contract](#)  
[Project 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  
PAPE & SONS CONSTRUCTION, INC. FOR THE PRINCETON  
STREET WATER MAIN PROJECT.**

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

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

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

**WHEREAS**, the City of Fircrest desires to contract with Pape & Sons Construction, Inc. for the Princeton Street Water Main Project in the amount of \$117,840.03, including tax.

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

**Section 1.** The City Manager is hereby authorized and directed to execute a Public Works Contract with Pape & Sons Construction, Inc., for the Princeton Street Water Main Project.

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

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

## CITY OF FIRCREST PUBLIC WORKS CONTRACT

THIS CONTRACT, hereinafter referred to as the "Contract," is entered into this 10<sup>th</sup> day of December 2024 by and between the **City of Fircrest**, a political subdivision of the State of Washington and hereinafter referred to as the "City," and **Pape & Sons Construction, Inc.**, hereinafter referred to as the "Contractor," collectively "Parties."

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

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

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

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

2. **TIME OF COMPLETION/RENEWAL.** The Parties agree that time is of the essence. The Contractor agrees that the Work described in this Contract shall be completed by **June 1, 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 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 Princeton Street Water Main Project shall not exceed \$117,840.03, including tax.
4. **ASSIGNMENT.** The Contractor shall not sublet or assign any of the work covered by this Contract without the express written consent of the City.

5. **COMPLIANCE WITH CITY POLICY.** The Contractor shall comply with approved City policies concerning the administration of City-owned property, and the provisions of the policy shall have the same force and effect as the provisions of this Contract to the extent not inconsistent herewith.
6. **COMPLIANCE WITH LAWS.** The Contractor agrees that all persons employed in it and by any of its subcontractors in work done pursuant to this Contract shall be in accordance with all Federal, State, and local laws. Per [Fircrest Municipal Code 5.04.020](#), the Contractor must possess a City of Fircrest business license prior to performing any work pursuant to this Contract.
7. **CONTRACTOR'S REPRESENTATIONS**  
The Contractor hereby represents that it has all necessary licenses and certifications to perform the services provided for herein and is qualified to perform such services.
8. **DEBARMENT.** The Contractor must certify that it and its subcontractors have not been and are not currently on the [Federal](#) or [Washington State Debarment List](#). If the Contractor or its subcontractors become listed on the Federal or State Debarment List, the City must be notified immediately.
9. **EXTRA WORK AND CHANGE ORDERS.** Work in addition to, or different from, that provided for in the Scope of Work shall only be allowed by prior authorization in writing and signed by the City Manager as a modification to this Contract. Such change order or modification shall be attached hereto and made a part hereof.
10. **HAZARDOUS CONDITIONS.** The Contractor shall maintain all work sites free of hazards to persons and/or property resulting from its operation.
11. **INDEMNIFICATION AND HOLD HARMLESS.** To the fullest extent allowed by law, the Contractor must defend, indemnify, and hold the City, its employees, officials, directors, officers, agents, and volunteers harmless from and against any and all claims, injuries, damages, liabilities, liens, losses or lawsuits, including all legal costs and attorney fees, for any or all injuries to persons or damage to property arising out of or resulting from the acts, errors, or omissions of the Contractor, its officers, employees, agents or subcontractors, in connection with Contractor's performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

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

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

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

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

12. **INSURANCE.** The Contractor will obtain and maintain, for the duration of this Contract, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. The Contractor's maintenance of insurance as required by this Contract shall not be construed to limit

the Contractor's liability to the coverage provided by such insurance or otherwise limit the City's recourse to any remedy available by 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 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 **December 10, 2024.**

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

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

18. **RECORDS.** The Contractor acknowledges that all records created or used by the Contractor in the performance of this Contract may be subject to the Public Records Act, [RCW 42.46](#); therefore, the Contractor should not destroy any record without first notifying the City's Records Officer (City Clerk). "Record" includes but is not limited to all written and electronic documents, photographs, drawings, and maps.
19. **SAFETY REQUIREMENT.** All work performed under the terms of this Contract shall be performed in a manner that provides maximum safety to the public and city employees.
20. **SEVERABILITY.** Each provision of this Contract is intended to be severable. If any provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Contract, which remains in full force and effect.
21. **STATUS OF CONTRACTOR.** Neither the Contractor nor personnel employed by the Contractor shall acquire any rights or status in City employment, nor shall they be deemed employees or agents of the City for any purpose. The Contractor is required to employ a qualified supervisor who is acceptable to the City. The Contractor shall be deemed an independent contractor and responsible in full for payment of its employees, including prevailing wages, worker's compensation, insurance, payroll deductions, and all related costs.
22. **TAXES.** The Contractor shall comply with federal, state, and local tax laws, Social Security Acts, Unemployment Compensation Acts, and Workers Compensation Acts in so far as they apply to the performance of this Contract.
23. **TERMINATION.** If the Contractor violates any of the covenants undertaken herein or any of the duties imposed upon it by this Contract, the City may immediately terminate this Contract with cause. Alternatively, either Party may terminate this Contract without cause upon thirty (30) days' written notice served to the other Party by certified mail. The Contractor shall be compensated for all work performed to the date of termination.
24. **VENUE STIPULATION.** This Contract shall be considered to have been made and delivered within the State of Washington, both as to interpretation and performance. Any action in law or equity or judicial proceeding for the enforcement of this Contract or any of the provisions contained therein shall be instituted and maintained only in Pierce County Superior Court, Tacoma, Washington.

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

**CITY OF FIRCREST**

**PAPE & SONS CONSTRUCTION, INC.**

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

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

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

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

**APPROVED AS TO FORM:**

**ATTEST:**

By: \_\_\_\_\_  
City Attorney

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

## **EXHIBIT A**

### **SCOPE OF WORK**

Work shall consist of the installation of 14 water services from an existing 4" AC water main to an existing 12" PVC C-900 water main on Princeton Street, between Harvard Avenue and Contra Costa Avenue. The City will provide all necessary parts for each new water service connection to the 12" water main.

Water main connections at the intersection of Eldorado Avenue and Princeton Street will also be transferred. Two connections are involved, which will connect from two existing 8" MJ x FL valves on the 12" PVC water main to the existing 4" AC water mains. The City will provide all required parts for making these connections.

The City of Fircrest will supply all materials for water main and service installation. This shall include pipe, fittings, etc. as well as aggregate material, concrete for thrust blocking, etc., and a disposal site for exported soil.

**PAPE & SONS CONSTRUCTION, INC.**

9401 Bujacich Rd , Suite 1A  
 Gig Harbor, WA 98332  
 Phone (253) 851-6040 • Fax (253) 851-3290  
 Contractors Registration # PAPESI\*204DE

**ESTIMATE**

Payment Terms	Net 30
12% Interest on Past Due Amounts	
Estimate Prepared by	Phil Sagen
DATE	Project Name
11/27/2024	City of Fircrest Princeton St Water Upgrades

TO
Jeff Davis
City of Fircrest Public Works Department
120 Ramsdell St
Fircrest WA 98466

**NOTE: Concrete unit of measurement is assumed typo in the Invitation to Bid. Including SY pricing for concrete restoration.**

**SCOPE OF WORK**

The installation of 14 water services from an existing 4" AC water main to an existing 12" PVC C-900 water main on Princeton Street, between Harvard Avenue and Contra Costa Avenue. The City will provide all necessary parts for each new water service connection to the 12" water main. Also included in the bid is the transfer of water main connections at the intersection of Eldorado Avenue and Princeton Street. Two connections are involved, which will connect from two existing 8" MJ x FL valves on the 12" PVC water main to the existing 4" AC water mains. The City will provide all required parts for making these connections.

City of Fircrest Public Works to supply all materials for water main and service installation. This shall include pipe, fittings, etc as well as aggregate material, concrete for thrust blocking, etc, and a disposal site for exported soil.

ITEMIZED COSTS	QTY	Unit	UNIT PRICE	AMOUNT
Mobilization	1	LS	\$ 20,000.00	\$ 20,000.00
Water Main and connections Sheet #3	1	LS	\$ 34,000.00	\$ 34,000.00
Water service connections	14	EA	\$ 2,350.00	\$ 32,900.00
HMA	60	TN	\$ 257.00	\$ 15,420.00
Concrete	30	CY	\$	\$
Concrete - Alternate	30	SY	\$ 157.00	\$ 4,710.00
Subtotal			\$	<b>107,030.00</b>
Tax Rate	10.1%	Sales Tax		10,810.03
Thank you for your business!			<b>TOTAL ESTIMATE</b>	<b>\$ 117,840.03</b>

This estimate is not a contract or a bill. It is based on the information provided , based upon our initial inspection, but may be subject to change. If prices change or additional parts and labor are required, we will inform you prior to proceeding with the work.

Excludes: Engineering, Surveying, Permits, Dewatering, Compaction Testing, any import or export material or any other work not identified in the scope or itemized costs. Night work or any overtime work.

**If you have any questions, please contact**

**Phil Sagen**

**253 851 6040**



## **FIRCREST CITY COUNCIL AGENDA SUMMARY**

**NEW BUSINESS:** Emerson West Sidewalk Project Design Professional Services Agreement Amendment #1

**ITEM:** 13K

**DATE:** December 10, 2024

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

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**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_, authorizing the City Manager to execute an amendment to the Professional Services Agreement with Shea, Carr & Jewell, Inc. for engineering design services for the Emerson West Sidewalk Project.

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**PROPOSAL:** The City Council is being asked to authorize the City Manager to execute an amendment to the Professional Services Agreement with Shea, Carr & Jewell, Inc. (dba SCJ Alliance) for engineering design services for the Emerson West Sidewalk Project.

**FISCAL IMPACT:** The original agreement was for a maximum of \$89,925.15. Due to the exorbitant coordination and communication with the WA State Department of Transportation (WSDOT), additional funds of \$13,092.32 will be required to complete the design work. Funding for the original contract amount, less a local match of \$7,148, was from a WSDOT Surface Transportation Block Grant facilitated by the Puget Sound Regional Council (PSRC). The additional \$13,092.32 will be covered by Real Estate Excise Tax (REET 2) funds.

**ADVANTAGES:** SCJ Alliance is the lead design consultant on this project and has been providing their subject matter expertise in navigating WSDOT requirements. Authorizing the amendment will allow them to complete the design engineering work for this project.

**DISADVANTAGES:** None identified.

**ALTERNATIVES:** Do not authorize the amendment and seek alternate sources with expertise in navigating WSDOT's requirements to complete the project's design work.

**HISTORY:** The City executed a professional services agreement with SCJ Alliance in December 2023 for the engineering design of the Emerson West Sidewalk Project. The City of Fircrest is a non-CA (Certification Acceptance) agency and is required to utilize WSDOT as the City's CA. WSDOT has taken part in all aspects of this project. Unfortunately, this can result in additional project costs associated with coordination between our entities that cannot often be anticipated before the project commences.

**ATTACHMENTS:** [Resolution Professional Services Agreement Amendment #1](#)

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON, AUTHORIZING THE CITY  
MANAGER TO EXECUTE AN AMENDMENT TO THE  
PROFESSIONAL SERVICES AGREEMENT WITH SHEA, CARR &  
JEWELL, INC. FOR ENGINEERING DESIGN SERVICES FOR  
THE EMERSON WEST SIDEWALK PROJECT.**

**WHEREAS**, the City of Fircrest identified the Emerson West Sidewalk Project as a priority project in the City's Six-Year Transportation Improvement Plan; and

**WHEREAS**, the City contracted with Shea, Carr & Jewell, Inc. for engineering design services for the Emerson West Sidewalk Project; and

**WHEREAS**, due to unanticipated, additional coordination with the Washington State Department of Transportation was required for this project; and

**WHEREAS**, additional funding of \$13,092.32 is now needed to complete the project design; and

**WHEREAS**, the City desires to utilize Real Estate Excise Tax (REET 2) funds for the amendment to the professional services agreement with Shea, Carr & Jewell, Inc.

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

**Section 1.** The City Manager is hereby authorized and directed to execute an amendment to the Professional Services Agreement with Shea, Carr Jewell, Inc., for engineering design services for the Emerson West Sidewalk Project in an amount not to exceed \$13,092.32.

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

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

**AMENDMENT #1  
TO THE CITY OF FIRCREST  
LOCAL AGENCY A&E PROFESSIONAL SERVICES  
COST PLUS FIXED FEE CONSULTANT AGREEMENT  
WITH SHEA, CARR & JEWELL, INC.**

This Amendment is hereby made and entered into this 10th day of December 2024 by and between the City of Fircrest, a political subdivision of the State of Washington, hereinafter referred to as the “City,” and Shea, Carr & Jewell, Inc., hereinafter referred to as “Consultant”, to be effective December 10, 2024.

**WITNESSETH:**

**1. Purpose**

The purpose of this First Amendment is to amend the December 12, 2023 agreement. This amendment is limited to the amendments set forth herein. All of the remaining terms and conditions of the December 12, 2023, agreement shall remain in full force and effect. The amendment is as follows:

2. The Maximum Amount Payable is hereby amended to be \$103,017.47.

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**

**SHEA, CARR & JEWELL, INC.**

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

By \_\_\_\_\_

Approved as to Form:

By \_\_\_\_\_  
City Attorney

## FIRCREST CITY COUNCIL AGENDA SUMMARY

**NEW BUSINESS:** Pierce County System Access and Use Agreement Amendment  
**ITEM:** 13L  
**DATE:** December 10, 2024  
**FROM:** Ron Schaub, Chief of Police  
Dawn Masko, City Manager

---

**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_\_, authorizing the City Manager to execute an Amendment to the Pierce County System Access and Use Agreement between the City of Fircrest and Pierce County for continued access to the Single County-Wide Communication System.

---

**PROPOSAL:** The Council is being asked to authorize the City Manager to execute an amendment to the System Access and Use Agreement between the City of Fircrest and Pierce County. The Combined Communications Network (CCN) system is incorporated into the South Sound 911 system but is owned by Pierce County. The System Access and Use Agreement provides access to the CCN Single County-Wide Communication System by approved mobile and portable radios and associated approved equipment. This amendment will allow the City to continue to utilize the CCN through February 2025 until we transition to the City of Tacoma Public Safety Radio System.

**FISCAL IMPACT:** The pro-rated fee for use of the system for January and February 2025 is \$4,675.02.

**ADVANTAGE:** It allows the City to remain on the Pierce County CCN system until we transition to the Tacoma Public Radio System.

**DISADVANTAGES:** None identified.

**ALTERNATIVES:** None.

**HISTORY:** Prior to the formation of South Sound 911, the Fircrest Police Department used Pierce County Radio Communication for its communication infrastructure. As CCN is part of the South Sound 911 infrastructure, the City is able to use the system. In earlier years, South Sound 911 absorbed a portion of the cost by offsetting public safety fees with radio sales tax revenue. However, the South Sound 911 Board decided to discontinue this practice, shifting the entire cost burden to local public safety agencies. As a result, user fees escalated, with a 135% increase since 2021.

In 2023, the City of Fircrest began exploring the option of transitioning to the Tacoma Public Safety 800 MHz radio system. Authorization for this change was granted in November 2024, with the transition expected to be completed in February 2025. The City's current contract with Pierce County ends on December 31, 2024, requiring a pro-rated contract extension to maintain service until the switch to Tacoma's system is completed.

**ATTACHMENTS:** [Resolution System Access and Use Agreement Amendment #1](#)

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON, AUTHORIZING THE CITY  
MANAGER TO EXECUTE AN AMENDMENT TO THE SYSTEM  
ACCESS AND USE AGREEMENT BETWEEN THE CITY OF  
FIRCREST AND PIERCE COUNTY.**

**WHEREAS**, the City of Fircrest currently contracts with Pierce County for police radio coverage and communication infrastructure; and

**WHEREAS**, the City is transitioning to the Tacoma Public Safety Radio System for police radio coverage and communication infrastructure; and

**WHEREAS**, the transition is anticipated to be completed in February 2025; and

**WHEREAS**, the City's current Pierce County System Access and Use Agreement expires on December 31, 2024; and

**WHEREAS**, the City desires to continue access to the Pierce County Single Countywide Communication System through February 2025 until the transition to Tacoma's 800 MHz radio system is complete.

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

**Section 1.** The City Manager is hereby authorized and directed to execute an amendment to the System Access and Use Agreement between the City of Fircrest and Pierce County for January 1, 2025, through February 28, 2025.

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

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**AMENDMENT #1  
to Contract #CC-105104  
dated 1/1/2024  
for System Access to Radio Network**

THIS AGREEMENT is made and entered into by Pierce County and City of Fircrest.

WHEREAS, the parties have previously entered into an agreement dated 1/1/2024-12/31/2024 for access to the County's radio network.

WHEREAS, the parties desire to amend the agreement in consideration of the mutual benefits and advantages to be derived by each of the parties,

IT IS HEREBY AGREED as follows: To extend the agreement through February 28, 2025 and increase the overall value of the contract from \$28,087.92 to \$32,762.94 which includes the 2024 system access fee of \$28,087.92 for 21 units at \$1,337.52 per unit, and January 1, 2025 through February 28, 2025 fee of \$4,675.02 for 21 units at \$111.31 per month.

All other terms and conditions of the agreement and all supplements and modifications thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement, on the day and year last specified below.

AGENCY: CITY OF FIRCREST

Dawn Masko  
Full Name

\_\_\_\_\_  
(Signature)

City Manager  
Title of Signatory Authorized by Agency Bylaws

Mailing Address: 115 Ramsdell Street  
Fircrest, WA 98466

Street Address, if different: \_\_\_\_\_

\_\_\_\_\_

PIERCE COUNTY:

Approved as to legal form only:

\_\_\_\_\_  
DEPUTY PROSECUTING ATTORNEY Date

Approved:

\_\_\_\_\_  
FINANCE Date

\_\_\_\_\_  
DEPARTMENT DIRECTOR Date

\_\_\_\_\_  
COUNTY EXECUTIVE  
(\$250,000 or more) Date

## FIRCREST CITY COUNCIL AGENDA SUMMARY

**NEW BUSINESS:** Masko Park Playground Equipment  
**ITEM:** 13M  
**DATE:** December 10, 2024  
**FROM:** Jeff Grover, Parks & Recreation Director

---

**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_\_, authorizing the City Manager to execute a purchase agreement with Northwest Playground Equipment, Inc. for playground equipment at George Masko Park in an amount not to exceed \$52,043.06.

---

**PROPOSAL:** The Council is being asked to authorize the City Manager to execute an agreement with Northwest Playground Equipment for the purchase and installation of playground equipment at George Masko Park in an amount not to exceed \$52,043.06.

**FISCAL IMPACT:** The cost of the play equipment is \$52,043.06. The George Masko family, along with retired Police Chief Cheesman, have successfully raised \$10,200 in donations towards the purchase of this equipment. These generous donations are \$5,200 from the Fircrest Parks & Recreation Foundation and \$5,000 from the Fircrest Kiwanis Club. American Rescue Plan Act (ARPA) funds will be utilized to complete the equipment purchase.

**ADVANTAGE:** The addition of playground equipment at George Masko Park will significantly enhance the park, contributing to ongoing efforts to transform it into a vibrant, community-centered space. This project has received strong, unanimous support from surrounding neighbors, who recognize the positive impact the new play equipment will have on both the park's aesthetic appeal and its recreational offerings.

**DISADVANTAGES:** None identified.

**ALTERNATIVES:** Forego the installation of play equipment at Masko Park and identify alternate uses for the ARPA funds designated for this project.

**HISTORY:** In 2023, the Masko family funded several enhancements to Masko Park, including the installation of new benches and flowerpots at the entrance on San Juan Avenue. Additionally, they planted shrubs and painted the concrete birdbath, further enhancing the park's beauty.

During these improvements, the Masko family proposed reinstalling a swing set similar to one that had previously been in the park. In response, the City, in partnership with the Masko family and retired Police Chief Cheesman, conducted community outreach to park neighbors, which generated overwhelmingly positive feedback. Residents expressed strong support for the return of the swing set and the addition of nature-themed play equipment, with many also recommending brush thinning throughout the park, particularly near the San Juan and Cornell intersection, to improve safety and visibility. These proposed landscaping improvements to Masko Park and the Seabrook Rhododendron Garden will be brought forward in a separate contract for the Council's consideration.

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

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON, AUTHORIZING THE CITY  
MANAGER TO EXECUTE AN AGREEMENT WITH NORTHWEST  
PLAYGROUND EQUIPMENT, INC. FOR THE PURCHASE AND  
INSTALLATION OF PLAYGROUND EQUIPMENT AT GEORGE  
MASKO PARK.**

**WHEREAS**, the Masko family has been instrumental in leading efforts to enhance George Masko Park, including purchasing new benches and flowerpots, planting shrubs, and painting the concrete birdbath; and

**WHEREAS**, the City of Fircrest desires to further enhance George Masko Park by installing playground equipment to provide recreational offerings for the community; and

**WHEREAS**, the surrounding neighbors have been contacted and provided overwhelmingly positive feedback for the installation of playground equipment at Masko Park, recognizing it as a significant enhancement; and

**WHEREAS**, the Masko family and retired Police Chief John Cheesman successfully raised \$10,200 in generous donations from the Fircrest Park & Recreation Foundation and the Fircrest Kiwanis Club to support the playground equipment purchase; and

**WHEREAS**, the City desires to utilize American Rescue Plan Act (ARPA) funds to cover the remaining balance; and

**WHEREAS**, the City has received a quote from Northwest Playground Equipment for the purchase and installation of the playground equipment; and

**WHEREAS**, Northwest Playground Equipment holds contract #22-315 with the King County Directors Association, which complies with State of Washington contracting laws for goods and services and from which the City is authorized to purchase.

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

**Section 1.** The City Manager is hereby authorized and directed to execute an agreement with Northwest Playground Equipment, Inc. to purchase and install playground equipment for George Masko Park in the amount of \$52,043.06, including tax.

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

**APPROVED:**

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



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**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney



# Northwest Playground Equipment, Inc.

PO Box 2410, Issaquah, WA 98027-0109

Phone (425) 313-9161 FAX (425) 642-8117

Email: sales@nwplayground.com

## QUOTE

Quote # DN-1242024-00008858

Quote Name: Masko Park Playground Addition

Date: 12-04-2024

Bill To: Fircrest, City of  
115 Ramsdell Street  
Fircrest, WA 98466

Ship To: Fircrest, City of  
555 Contra Costa  
Fircrest, WA 98466

Site Address: 805 San Juan Avenue  
Fircrest, WA 98466

Name: Jeff Grover  
Email: jgrover@cityoffircrest.net

Phone: 253-327-1213  
Cell: 253-625-3655

Item #	Qty	Description	Price	Total Price
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### EQUIPMENT

#### Earthscape Play

Log Pile 3.2 (White Oak)	1	Log Pile 3.2 (White Oak)	\$12,300.00	\$12,300.00
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#### Playworld

ZZXX0931	1	5In Od 2-Unit Steel Arch Swing- 8Ft Top Rail	\$3,091.00	\$3,091.00
ZZXX0260	2	Belt Seat W/Silver Shield Chain For 8Ft Top Rail	\$170.00	\$340.00

Equipment Subtotal (less tax): \$15,731.00

### CONTRACT DISCOUNT

Earthscape Play	KCDA - King County Directors Association Discount: BID #22-315	3%	(\$369.00)
Playworld	KCDA - King County Directors Association Discount: BID #22-315	10%	(\$343.10)

### FREIGHT

Earthscape Play *Estimated Shipping & Handling	Freight	\$5,000.00
Playworld	Freight	\$1,000.00

Equipment Total (less tax): \$21,018.90

### CERTIFIED INSTALLATION

Deluxe Install	1	Deluxe Installation of Listed Playworld Systems and Earthscape Equipment. Price Includes Receiving Equipment and Offloading Onsite, Installation Through Dirt, Disposal of Dirt from Holes and Debris Offsite. NOTE: Quote Does Not Include Site Prep and Grading, Any Applicable Permits and Inspection Related Requirements and Fees. Quote doesn't include Site Prep	\$14,750.00	\$14,750.00
Playground Installation	1	Standard Installation Includes Supply and Install of 12" Tall Pressure Treated Timber Border, Approximately 150 Linear Feet.	\$11,500.00	\$11,500.00

Installation Total: \$26,250.00

Performance Bond (If Required): 3.0%



## Northwest Playground Equipment, Inc.

PO Box 2410, Issaquah, WA 98027-0109

Phone (425) 313-9161 FAX (425) 642-8117

Email: sales@nwplayground.com

Location Code: 2707

Resale Certificate Required for Tax Exemption:

Credit Card Fee (If Required):

3.5%

Tax:

10.10%

\$4,774.16

**ORDER TOTAL:** \$52,043.06

### Acceptance of Proposal:

*(Please be sure you have read, signed, initialed and understand the Terms and Conditions on the next page of this Quote)*

The items, prices and conditions listed herein are satisfactory and are hereby accepted.

Doug Nelson

Sales Rep

Customer Signature

Date



## Northwest Playground Equipment, Inc.

PO Box 2410, Issaquah, WA 98027-0109  
Phone (425) 313-9161 FAX (425) 642-8117  
Email: sales@nwplayground.com

Project Name: Masko Park Playground Additions

Quote # DN-1242024-00008858

### TERMS AND CONDITIONS

#### QUOTE CONDITIONS AND ACCEPTANCE:

***This quote is only valid for 30 days.***

*Orders placed or requested for delivery after 10 days are subject to Steel and Material price increases and Surcharges.*

\*\*\* (Pls Initial) It is the Buyer's responsibility to verify quantities and description of items quoted.

Once your order has been placed, any changes including additions, deletions or color changes, will delay your shipment.

#### EXCLUSIONS: Unless specified, this quote specifically **excludes** all of the following:

Required Permits; Davis Bacon, Certified Payroll or Prevailing Wage fees

Performance/Payment Bonds

Site work and landscaping

Removal of existing equipment

Unloading; Receiving of inventory or equipment; Storage of equipment

Equipment assembly and/or installation

Safety surfacing; Borders or drainage requirements

Landscaping Repairs DUE to poor access or in climatic weather

#### FREIGHT AND DELIVERY:

Shipping is FOB Origin. A 24-hr Call Ahead is available at additional cost.

Delivery is currently 5+ weeks after order submittal. Unless otherwise noted, all equipment is delivered unassembled.

\*\*\* (Pls Initial) **Buyer is responsible to meet and provide a minimum of 2 ADULTS to unload truck**

A Check List, detailing all items shipped, will be mailed to you and a copy will be included with the shipment.

Buyer is responsible for ensuring the Sales Order and Item Numbers on all boxes and pieces match the Check List.

\*\*\* (Pls Initial) Shortages or damages must be noted on the driver's delivery receipt. Shortages or damages not noted become the buyers financial responsibility.

Damaged Freight must be refused. Please notify Northwest Playground Equipment immediately of any damages.

Shortages and Concealed Damage must be reported to Northwest Playground Equipment within 10 days of delivery.

A reconsignment fee will be charged for any changes made to delivery address after order has been placed.

#### TAXES:

All orders delivering in Washington are subject to applicable sales tax unless a tax exemption or Reseller Permit is on file at the time the order is placed.

**PAYMENT TERMS:** An approved Credit Application is required for new customers. 50% down payment is due at time of order with balance due upon delivery, unless other credit terms have been approved. Interest may be charged on past due balances at an annual rate of 18%. A 3.5% charge will be added to all credit card orders.

**RESTOCKING:** Items canceled, returned or refused will be subject to a minimum 25% restocking fee. All return freight charges are the responsibility of the Buyer.

#### MAINTENANCE/WARRANTY:

Manufacturer's standard product warranties apply and cover equipment replacement and freight costs only; labor is not included. Northwest Playground Equipment offers no additional warranties.

Maintenance of the equipment and safety surfacing is the responsibility of the customer.

Any unauthorized alterations or modifications to the equipment (including layout) will void your warranty.

#### INSTALLATION: (if applicable)

A private locate service for underground utilities must be completed before your scheduled installation.

Site must be level and free of loose debris (this includes ground cover/chips).

A minimum 6 foot opening with good access must be available to the site for delivery trucks and tractor.

An onsite dumpster must be provided for disposal of packaging materials.

Arrangements must be made in advance for the disposal of dirt/rocks from within the installation area.

Arrangements must be made in advance for the removal/disposal of existing equipment.

Additional charges may apply if large rocks or concrete are found beneath the surface.

Access to power and water must be available.

Site supervision is quoted in 8-hour days.

### Acceptance of Terms & Conditions:

*Acceptance of this proposal, made by an authorized agent of your company, indicates agreement to the above terms and conditions.*

Doug Nelson

Sales Rep

Customer Signature

Date

## FIRCREST CITY COUNCIL AGENDA SUMMARY

**NEW BUSINESS:** Greenleaf Landscaping Agreement Amendment #7  
**ITEM:** 13N  
**DATE:** December 10, 2024  
**FROM:** Jeff Grover, Parks & Recreation Director

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**RECOMMENDED MOTION:** I move to adopt Resolution No. \_\_\_\_\_, authorizing the City Manager to execute Amendment #7 to the Professional Services Agreement with Greenleaf Landscaping, Inc. for landscaping services at George Masko Park in the amount of \$10,000.

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**PROPOSAL:** The Council is being asked to authorize the City Manager to execute an amendment to the Professional Services Agreement with Greenleaf Landscaping, Inc., for landscaping services at George Masko Park and the Seabrook Rhododendron Garden, in an amount not to exceed \$10,000. Services will include brush trimming, trail cleanup, removal of invasive species, and the potential construction of a new trail within the park.

**FISCAL IMPACT:** The amendment cost is not to exceed \$10,000. American Rescue Plan Act (ARPA) funds will cover approximately \$4,279 of the cost, with the remaining balance funded through Park Bond Capital funds.

**ADVANTAGE:** Brush trimming and trail cleanup will significantly enhance the park's aesthetics, safety, and visibility. These improvements align with feedback from nearby residents, who have expressed support for such efforts during recent discussions about Masko Park enhancements. Additionally, maintenance of the Seabrook Rhododendron Garden is necessary to restore its beauty.

**DISADVANTAGES:** None identified.

**ALTERNATIVES:** Do not approve the amendment, and have City staff perform the landscaping, trail cleanup, and rhododendron garden upkeep at Masko Park as time allows. The City would also need to identify alternative uses for the ARPA funds designated for this project.

**HISTORY:** In 2023, the Masko family contributed several enhancements to Masko Park, including new benches and flowerpots at the entrance on San Juan Avenue, planting shrubs, and painting the concrete birdbath.

Other proposed improvements include the installation of a swing set and nature-themed play equipment, with the clean-up of trails and brush discussed as part of this effort. The Seabrook Rhododendron Garden also requires maintenance. This amendment with Greenleaf Landscaping will address these landscaping maintenance issues, including brush trimming, rhododendron pruning, trail cleanup, and potentially a new trail. Additional enhancements, such as descriptive signage and the reinstallation of a monument sign at the entrance on Ramsdell Street, will be explored in 2025.

**ATTACHMENTS:** [Resolution Professional Services Amendment #7](#)

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
FIRCREST, WASHINGTON, AUTHORIZING THE CITY  
MANAGER TO EXECUTE AMENDMENT #7 TO THE  
PROFESSIONAL SERVICES AGREEMENT WITH GREENLEAF  
LANDSCAPING, INC. FOR LANDSCAPING SERVICES AT  
GEORGE MASKO PARK.**

**WHEREAS**, the Masko family has been instrumental in leading efforts to enhance George Masko Park, including purchasing new benches and flowerpots, planting shrubs, and painting the concrete birdbath; and

**WHEREAS**, the City of Fircrest desires to further enhance George Masko Park by brush trimming, trail clean-up, and other landscaping maintenance efforts; and

**WHEREAS**, the surrounding neighbors are supportive of landscaping maintenance efforts to enhance the park’s aesthetics, safety, and visibility; and

**WHEREAS**, the City desires to utilize American Rescue Plan Act (ARPA) funds to cover a portion of the landscaping services; and

**WHEREAS**, Greenleaf Landscaping, Inc. possesses the knowledge and equipment to perform these services.

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

**Section 1.** The City Manager is hereby authorized and directed to execute an amendment to the professional services agreement with Greenleaf Landscaping, Inc. to perform landscaping services at George Masko Park.

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

**APPROVED:**  
  
\_\_\_\_\_  
Shannon Reynolds, Mayor

**ATTEST:**  
  
\_\_\_\_\_  
Arlette Burkhardt, City Clerk

**APPROVED AS TO FORM:**  
  
\_\_\_\_\_  
City Attorney

**AMENDMENT #7  
TO THE CITY OF FIRCREST  
PROFESSIONAL SERVICES AGREEMENT  
WITH GREENLEAF LANDSCAPING, INC.  
FOR LANDSCAPE MAINTENANCE SERVICES**

This Seventh Amendment is hereby made and entered into this 10th day of December 2024 by and between the City of Fircrest, a political subdivision of the State of Washington, hereinafter referred to as the “City,” and Greenleaf Landscaping, Inc., hereinafter referred to as “Consultant”, to be effective December 10, 2024.

**WITNESSETH:**

**1. Purpose**

The purpose of this Seventh Amendment is to amend the February 27, 2018 agreement. This amendment is limited to the amendments as set forth herein. All of the remaining terms and conditions of the February 27, 2018, agreement shall remain in full force and effect. The amendments are as follows:

**2. Payment** is hereby amended to read as follows:

Upon receipt of an invoice from the Contractor, progress payments may be made on a monthly basis for work completed. Each invoice shall itemize by site and date the work performed and include the ‘Affidavit of Wages Paid’ that was filed with the State of Washington Department of Labor and Industries. The total cost for services in 2025 shall not exceed \$86,298.89, excluding sales tax. Effective January 1<sup>st</sup> of each year thereafter, the annual total cost for services will increase by 100% of the previous year’s Seattle/Tacoma/Bellevue CPI-W June to June index.

In addition, the total cost for services related to the Masko Park project, as specified in Exhibit B, shall not exceed \$10,000, including applicable sales tax.

**3. Scope of Services:**

Exhibit B is hereby incorporated into the Agreement as an additional Scope of Work, supplementing the defined services in Exhibit A. All provisions outlined in Exhibit A remain in full force and effect and continue to govern this agreement, except as specifically modified by the additional scope detailed in Exhibit B.

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**

**GREENLEAF LANDSCAPING, INC.**

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

By \_\_\_\_\_

Approved as to Form:

By \_\_\_\_\_  
City Attorney

## **EXHIBIT "B"**

### **TECHNICAL MAINTENANCE SPECIFICATIONS**

- A. Unless specifically provided otherwise, all equipment and supplies for maintaining sites as outlined in these "Technical Maintenance Specifications" will be provided by the Contractor.
- B. Contractor shall immediately report to the City Manager or designee any damage or loss caused by Contractor or Contractor's employees to any of the sites which are the subject of these specifications. Contractor shall be responsible for replacing or repairing any such damage or loss within five (5) days of the occurrence.
- C. Schedule of Work: The Contractor shall establish a schedule of weekly work to be followed in the performance of this contract. A copy of this schedule shall be provided to the City Manager or designee prior to the performance of any work required by these specifications, and any changes in scheduling shall be reported, in writing, to the City Manager immediately. Contractor shall alter the work schedule if needed to accommodate park or city activities.
- D. All lawn areas included in this contract shall be mowed with power-propelled reel-type mowers. The mower reels shall be at least five-blade type. The mower shall be maintained so as to provide a smooth, even cut without tearing. The reel adjustment will provide a uniform level cut without ridges or depression. The use of rotary mowers will not be allowed, except in trim work and rough areas, unless consent is received from the City Manager.
- E. All maintenance is to be performed between 7 a.m. and 6 p.m. on weekdays. Because of noise sensitivity and conflicting activities at certain sites, the City Manager or designee shall set a specific schedule for work to be performed at these sites.
- F. The following describes the work and frequency of work to be performed under this agreement.

#### **Scope of Work**

This Scope of Work defines the responsibilities, expectations, and deliverables for the Contractor under this agreement. All work shall be conducted on a Time-and-Materials Basis and managed collaboratively by the Parks & Recreation Director and the Facility Maintenance Lead through regular bi-weekly meetings with the Contractor.

All activities described in this Scope of Work must strictly adhere to the terms and conditions outlined in the existing agreement and Exhibit A, which remain fully binding and enforceable. Any deviations must be expressly authorized in writing by the City of Fircrest.

#### **1. Project Oversight and Communication**

- The project will be managed collaboratively by the Parks & Recreation Director and the Facility Maintenance Lead and includes brush and invasive species removal at Masko Park.
- The Contractor shall attend bi-weekly meetings to review progress, address concerns, and define the next steps.
- All work must align with the direction provided by the Parks & Recreation Director and the Facility Maintenance Lead during these meetings.



## 2. Masko Park Trail Cleanup and Brush & Invasive Species Removal

- The Contractor shall remove invasive plant species, including but not limited to Himalayan blackberry and English ivy, from the specified areas of Masko Park identified by the City.
- Removal efforts must prioritize minimal disturbance to the surrounding environment and shall be completed in accordance with best management practices for invasive species control.
- Native vegetation must be preserved during all cleanup and maintenance activities.
- Any damage to healthy plants or trees must be reported to the City of Fircrest immediately.
- The Contractor shall not remove or disturb native plants unless explicitly authorized by the Parks & Recreation Director or Facility Maintenance Lead.
- The Contractor is responsible for the removal and proper disposal of all debris and plant material generated during cleanup activities.
- Disposal must comply with all applicable local, state, and federal environmental regulations.
- The Contractor shall adhere to the specific disposal methods outlined in Exhibit A, ensuring no debris is left on site unless approved by the City.
- The Contractor shall improve sightlines throughout Masko Park by:
  - Removing invasive species.
  - Thinning dense brush while leaving sufficient room for essential native plants and signature trees to flourish.
- Sightline improvements must prioritize public safety without compromising the ecological health of the area.
- All activities under this section must conform to the standards and requirements outlined in Exhibit A.
- The Contractor shall perform general maintenance and improvements to trail surfaces to ensure they are safe, accessible, and suitable for public use.
- Any alterations to trail surfaces must receive prior written approval from the Parks & Recreation Director or Facility Maintenance Lead.
- New trail construction shall only proceed under the explicit written direction of the Parks & Recreation Director and the Facility Maintenance Lead.
- The Contractor shall evaluate the health of all rhododendrons in the designated garden area.
- Healthy rhododendrons must be pruned and maintained to encourage optimal growth and aesthetic appearance.
- Diseased or dead rhododendrons must be clearly identified and marked for removal or replacement as directed by the City.
- The Contractor shall supply all labor, tools, equipment, and materials required to complete the tasks outlined in this Scope of Work.
- Any equipment used must be properly maintained and operated to avoid environmental damage and ensure worker safety.
- All work must be performed in strict compliance with all applicable local, state, and federal laws, including environmental, safety, and land use regulations.

- The Contractor must also adhere to any relevant City policies and procedures as referenced in the agreement and Exhibit A.
- All activities described herein must comply with the terms of the existing agreement and Exhibit A, which remain in full effect unless specifically modified in writing by the City of Fircrest.
- Any proposed deviations from this Scope of Work or Exhibit A must be submitted to the City in writing and approved prior to execution.
- The City of Fircrest reserves the right to inspect and evaluate the progress of work at any time to ensure compliance with this Scope of Work and Exhibit A.
- Regular progress updates must be provided during scheduled meetings with the Parks & Recreation Director and the Facility Maintenance Lead.