

**FIRCREST CITY COUNCIL
REGULAR MEETING
AGENDA**

**TUESDAY, MARCH 25, 2025
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**
- 5. CITY MANAGER COMMENTS**
- 6. DEPARTMENT HEAD COMMENTS**
- 7. COUNCILMEMBER COMMENTS**
- 8. PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA** (If you would like to make a public comment, you may speak at the appropriate time using the raise your hand feature or by pressing *9 on your phone.)
- 9. COMMITTEE, COMMISSION & LIAISON REPORTS**
 - A. Parks, Recreation, and Sustainability
 - B. Police/Public Safety and Court
 - C. Public Works
 - D. Pierce County Regional Council
 - E. Other Liaison Reports
- 10. CONSENT CALENDAR**
 - A. Approval of [vouchers](#)/payroll checks 2
 - B. [Stina's Liquor License Renewal](#) 16
There were no objections registered for the approval of this liquor license.
 - C. Approval of Minutes: [February 25, 2025, Regular Meeting](#) 18
[March 11, 2025, Regular Meeting](#) 23
- 11. PUBLIC HEARING**
- 12. UNFINISHED BUSINESS**
- 13. NEW BUSINESS**
 - A. [Fircrest Forever Foundation 2024 Year-End Report](#) 26
 - B. [Ordinance: Industrial Wastewater Pretreatment Program Amendment](#) 29
 - C. [Resolution: Alameda Sidewalk Design Contract](#) 57
 - D. [Resolution: City Council Rules of Procedure Amendment](#) 75
 - E. [Resolution: Kimley-Horn Contract Amendment](#) 99
- 14. CALL FOR FINAL COMMENTS**
- 15. EXECUTIVE SESSION**
- 16. ADJOURNMENT**

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

ACCOUNTS PAYABLE

City Of Fircrest

Time: 08:34:52 Date: 03/21/2025

As Of: 03/25/2025

Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
34560	03/13/2025	03/25/2025	4298 AWC Employee Benefit Trust	856.10	04/2025 Retired Medical
	521 22 20 01	LEOFF I Medical Premiums	001 000 521 General Fund	856.10	04/2025 Retired Medical
34625	03/18/2025	03/25/2025	4296 AWC	1,170.00	AWC 2025 Annual Conference - N Bufford & J Andrews
	511 60 49 05	Reg & Tuition - Legisl	001 000 511 General Fund	1,170.00	AWC 2025 Annual Conference - N Bufford & J Andrews
34536	03/11/2025	03/25/2025	10562 Amazon Capital Services	22.23	March Madness Trophy - Wellness Program
	517 90 31 01	Oper Supplies - Wellness Pr	001 000 517 General Fund	22.23	March Madness Trophy - Wellness Program
34628	03/19/2025	03/25/2025	10562 Amazon Capital Services	225.68	SAA 2086 Brother All-In-One Printer and Toner Cartridge - J Villamor
	521 22 35 00	Small Tools & Equip - Police	001 000 521 General Fund	225.68	SAA 2086 Brother All-In-One Printer and Toner Cartridge - J Villamor
Total Amazon Capital Services				247.91	
34595	03/17/2025	03/25/2025	10829 Anthony Gregory	680.00	Youth Basketball Officiating - 3/15/25-3/16/25
	571 10 41 02	Prof Svcs - Rec - Officiating	001 000 571 General Fund	680.00	Youth Basketball Officiating - 3/15/25-3/16/25
34601	03/17/2025	03/25/2025	10829 Anthony Gregory	425.00	Youth Basketball Officiating - 3/1/25-3/2/25
	571 10 41 02	Prof Svcs - Rec - Officiating	001 000 571 General Fund	425.00	Youth Basketball Officiating - 3/1/25-3/2/25
34602	03/17/2025	03/25/2025	10829 Anthony Gregory	425.00	Youth Basketball Officiating - 3/8/25-3/9/25
	571 10 41 02	Prof Svcs - Rec - Officiating	001 000 571 General Fund	425.00	Youth Basketball Officiating - 3/8/25-3/9/25
Total Anthony Gregory				1,530.00	
34608	03/18/2025	03/25/2025	3933 Asphalt Patch Systems, Inc.	8,147.40	Various Asphalt Patches & Manhole Repairs
	594 31 63 00	Storm Improvements - Storr	416 000 594 Storm Improver	1,629.48	Various Asphalt Patches & Manhole Repairs (Qty 1)
	594 35 63 01	Other Improvements - Sewe	432 000 594 Sewer Improver	6,517.92	Various Asphalt Patches & Manhole Repairs (Qty 4)
34580	03/14/2025	03/25/2025	10279 Ault Electric Services, LLC	1,113.40	Replaced Can Lights with LED and Emergency Back Up (Qty 4)
	518 30 48 02	Rep & Maint - City Hall	001 000 518 General Fund	1,113.40	Replaced Can Lights with LED and Emergency Back Up (Qty 4)

ACCOUNTS PAYABLE

City Of Fircrest

Time: 08:34:52 Date: 03/21/2025

As Of: 03/25/2025

Page: 2

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
34612	03/18/2025	03/25/2025	11034 Blackburn-Tofstad, Kimberly	196.60	Interpreter Services - 25CR19458
	512 51 41 03	Prof Svcs - Interpreter - FMC	001 000 512 General Fund	196.60	Interpreter Services - 25CR19458
34589	03/17/2025	03/25/2025	10704 Brewer, Cassandra	180.57	07-02150.0 - 4307 67TH AVE W, UNIT A
	343 10 00 00	Storm Drain Revenues	415 000 340 Storm Drain	-39.30	
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (de	-46.27	
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	-95.00	
34594	03/17/2025	03/25/2025	10548 Bugarin, Melina	250.00	Family Dance Face Painting Vendor
	573 90 49 01	Community Events	001 000 573 General Fund	250.00	Family Dance Face Painting Vendor
34557	03/12/2025	03/25/2025	6018 Canon Financial Services Inc	194.54	Police Copier/Fax Rental & Tax - February 2025
	521 22 45 00	Oper Rentals - Copier - Polic	001 000 521 General Fund	17.85	Police Copier/Fax Tax - February 2025
	591 21 70 22	Lease Payments - Police	001 000 591 General Fund	176.69	Police Copier/Fax Rental - February 2025
34593	03/17/2025	03/25/2025	4288 Carnival Time	496.35	Family Dance Party Photo Booth
	573 90 49 01	Community Events	001 000 573 General Fund	496.35	Family Dance Party Photo Booth
34640	03/19/2025	03/25/2025	10229 Casey Civil	650.60	P#68 44th St. Lift Station Professional Svcs. thru February 2025
	594 35 63 03	Project Engineering - Sewer	432 000 594 Sewer Improver	650.60	P#68 44th St. Lift Station Professional Svcs. thru February 2025
34616	03/18/2025	03/25/2025	5805 CenturyLink (Lumen LD)	10.00	Long Distance Access & Usage 03/2025
	518 10 42 00	Communication - Non Dept	001 000 518 General Fund	10.00	Long Distance Access & Usage 03/2025
34626	03/18/2025	03/25/2025	3994 CenturyLink	434.33	Telecommunications - 03/2025
	518 10 42 00	Communication - Non Dept	001 000 518 General Fund	137.81	City Hall Alarm & Fax (2) - 03/2025
	521 22 42 00	Communication - Police	001 000 521 General Fund	265.76	Police BA/Modem & Fax - 03/2025
	531 50 42 00	Communication - Storm	415 000 531 Storm Drain	11.48	PW Alarm - 03/2025
	534 10 42 00	Communication - Water Adr	425 000 534 Water Fund (de	11.48	PW Alarm - 03/2025
	534 10 42 00	Communication - Water Adr	425 000 534 Water Fund (de	-7.59	PW DSL/Telemetry - 03/2025
	535 10 42 01	Communication - Sewer Adr	430 000 535 Sewer Fund (de	11.49	PW Alarm - 03/2025
	535 10 42 01	Communication - Sewer Adr	430 000 535 Sewer Fund (de	-7.59	PW DSL/Telemetry - 03/2025
	542 30 42 00	Communication - Street Reg	101 000 542 City Street Fund	11.49	PW Alarm - 03/2025
34618	03/18/2025	03/25/2025	11039 Charboneau, Pamela	100.00	Security Deposit Refund, Charboneau, 02/26/25
	582 10 00 00	Deposit Refunds	001 000 580 General Fund	100.00	Security Deposit Refund, Charboneau, 02/26/25

ACCOUNTS PAYABLE

City Of Fircrest

Time: 08:34:52 Date: 03/21/2025

As Of: 03/25/2025

Page: 3

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
34586	03/14/2025	03/25/2025	11001 Cimco-GC Systems LLC	7,550.66	Rebuild 18" Cla-Val at High/Low Tank Reservoir
	534 50 48 01 Rep & Maint - Water Maint		425 000 534 Water Fund (de	7,550.66	Rebuild 18" Cla-Val at High/Low Tank Reservoir
34528	03/10/2025	03/25/2025	4324 City Treasurer-Tacoma	69,221.50	Fire/EMS - 04/2025
	522 20 40 00 Tacoma Contract - Fire		001 000 522 General Fund	21,886.75	Fire - 04/2025
	522 20 41 00 Tacoma Contract - EMS		001 000 522 General Fund	47,334.75	EMS - 04/2025
34575	03/13/2025	03/25/2025	10941 CivicPlus, LLC	4,610.99	Archive Social Economy Package - 11/20/2024-11/19/2025
	518 81 41 02 Web Design & Maintenance		001 000 518 General Fund	4,610.99	Archive Social Economy Package - 11/20/2024-11/19/2025
34607	03/18/2025	03/25/2025	8542 Consolidated Supply Co.	2,784.70	Intersection Contra Costa/Electron Way - Upgrade Manhole Lids (Ring & Cover)
	594 31 63 00 Storm Improvements - Storr		416 000 594 Storm Improver	569.71	Intersection Contra Costa/Electron Way - Upgrade Manhole Lids (Ring & Cover)
	594 35 63 01 Other Improvements - Sewe		432 000 594 Sewer Improver	2,214.99	Intersection Contra Costa/Electron Way - Upgrade Manhole Lids (Ring & Cover)
34551	03/12/2025	03/25/2025	9885 Dande Company	123.15	Engraved Perpetual Plates (Qty 7) & Certificate (Qty 1)
	521 22 49 00 Miscellaneous - Police		001 000 521 General Fund	123.15	Engraved Perpetual Plates (Qty 7) & Certificate (Qty 1)
34630	03/19/2025	03/25/2025	3589 Databar Inc	27.53	Composition Changes to Statement Backer
	531 50 49 06 Mailing Service - Storm		415 000 531 Storm Drain	9.18	Composition Changes to Statement Backer
	534 10 49 06 Mailing Service - Water Adm		425 000 534 Water Fund (de	9.17	Composition Changes to Statement Backer
	535 10 49 05 Mailing Service - Sewer Adm		430 000 535 Sewer Fund (de	9.18	Composition Changes to Statement Backer
34631	03/19/2025	03/25/2025	10913 David Evans and Associates, Inc.	9,745.04	P#74 Regents West Grind & Overlay - Professional Services 02/02/25-03/01/25
	595 10 63 06 Project Engineering - Street		101 000 594 City Street Fund	9,745.04	P#74 Regents West Grind & Overlay - Professional Services 02/02/25-03/01/25
34574	03/13/2025	03/25/2025	3367 Davis, Nancy	78.00	Library Reimbursement - 1 Year
	572 21 49 00 Library Services		001 000 572 General Fund	78.00	Library Reimbursement - 1 Year
34634	03/19/2025	03/25/2025	11040 Delorenzo, Teresa	78.00	Library Reimbursement - 1 Year
	572 21 49 00 Library Services		001 000 572 General Fund	78.00	Library Reimbursement - 1 Year

ACCOUNTS PAYABLE

City Of Fircrest

Time: 08:34:52 Date: 03/21/2025

As Of: 03/25/2025

Page: 4

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
34525	03/10/2025	03/25/2025	3594	Dept Of Ecology	69,479.34 Principal & Interest Loan Payment #L1100018/#17 (BYSM)
	591 35 78 02	Principal Loan Payment - Sewer	430 000 591	Sewer Fund (de	50,370.44 Principal Loan Payment #L1100018/#17 (BYSM)
	592 35 83 01	Interest Payment - Loan	430 000 591	Sewer Fund (de	19,108.90 Interest Loan Payment #L1100018/#17 (BYSM)
34588	03/14/2025	03/25/2025	365	Dept Of Labor & Industries	10.50 1st Qtr LNI for Chaplain (18 Hrs)
	521 22 20 00	Personnel Benefits - Police	001 000 521	General Fund	10.50 1st Qtr LNI for Chaplain (18 Hrs)
34592	03/17/2025	03/25/2025	4310	Dept Of Revenue-EXCISE TAX	16,926.10 February 2025 Excise Taxes
	518 20 43 01	Excise Tax - Time/Temp Ren	001 000 518	General Fund	6.60 February 2025 Excise Taxes
	531 50 44 00	Excise Tax - Storm	415 000 531	Storm Drain	1,506.86 February 2025 Excise Taxes
	534 10 44 00	Excise Tax - Water	425 000 534	Water Fund (de	162.60 February 2025 Excise Taxes
	534 10 44 00	Excise Tax - Water	425 000 534	Water Fund (de	59.53 February 2025 Excise Taxes
	534 10 44 00	Excise Tax - Water	425 000 534	Water Fund (de	8,128.92 February 2025 Excise Taxes
	535 10 44 00	Excise Tax - Sewer	430 000 535	Sewer Fund (de	125.41 February 2025 Excise Taxes
	535 10 44 00	Excise Tax - Sewer	430 000 535	Sewer Fund (de	6,796.83 February 2025 Excise Taxes
	571 20 43 00	Excise Tax - Participation Fee	001 000 571	General Fund	33.30 February 2025 Excise Taxes
	573 90 49 02	Centennial Celebration	001 000 573	General Fund	106.05 February 2025 Excise Taxes
34561	03/13/2025	03/25/2025	8532	Dog Waste Depot	369.98 Dog Waste Bags (2 Cases)
	576 80 31 02	Oper Supplies - Parks	001 000 576	General Fund	369.98 Dog Waste Bags (2 Cases)
34587	03/14/2025	03/25/2025	3612	DrainTech Northwest, L.L.C.	1,344.87 Clear Sewer Main Blockage from 1055 Sunrise Ln into Mainline - Roots found in Connection Point & City Main
	535 50 48 00	Rep & Maint - Sewer Maint	430 000 535	Sewer Fund (de	1,344.87 Clear Sewer Main Blockage from 1055 Sunrise Ln into Mainline - Roots found in Connection Point & City Main
34533	03/11/2025	03/25/2025	10263	Dunbar, Julieanna R	38.50 Gym Fees Reimbursement - Jan-Feb 2025
	514 23 20 00	Personnel Benefits - Finance	001 000 514	General Fund	38.50 Gym Fees Reimbursement - Jan-Feb 2025
34542	03/12/2025	03/25/2025	10618	First Responder Outfitters, Inc.	527.23 Uniform Alterations - M Bugarin
	521 22 49 01	Uniforms/Clothing/Laundry	001 000 521	General Fund	527.23 Uniform Alterations - M Bugarin
34545	03/12/2025	03/25/2025	10618	First Responder Outfitters, Inc.	129.03 Uniform Alterations - E Garcia
	521 22 49 01	Uniforms/Clothing/Laundry	001 000 521	General Fund	129.03 Uniform Alterations - E Garcia

ACCOUNTS PAYABLE

City Of Fircrest

Time: 08:34:52 Date: 03/21/2025

As Of: 03/25/2025

Page: 5

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
			Total First Responder Outfitters, Inc.	656.26	
34581	03/14/2025	03/25/2025 3666	Grainger Inc, Dept 826129041	285.82	New Control Pad for Back Door
	518 30 31 02 Oper Supplies - PSB Bldg		001 000 518 General Fund	285.82	New Control Pad for Back Door
34582	03/14/2025	03/25/2025 3666	Grainger Inc, Dept 826129041	115.22	Door Handle Replacement on Tot Lot Restroom
	518 30 31 05 Oper Supplies - Parks Struct		001 000 518 General Fund	115.22	Door Handle Replacement on Tot Lot Restroom
			Total Grainger Inc, Dept 826129041	401.04	
34556	03/12/2025	03/25/2025 6774	Greenleaf Landscaping 1 Inc	7,917.93	Monthly Landscape Service - March 2025
	518 30 41 01 Contract Maintenance		001 000 518 General Fund	3,563.07	Monthly Landscape Service - March 2025
	542 80 48 00 Street Tree Maintenance (co		101 000 542 City Street Fund	1,425.23	Monthly Landscape Service - March 2025
	542 80 49 03 Beautification Services (cont		101 000 542 City Street Fund	2,929.63	Monthly Landscape Service - March 2025
34635	03/19/2025	03/25/2025 6774	Greenleaf Landscaping 1 Inc	7,917.93	Monthly Landscape Service - February 2025
	518 30 41 01 Contract Maintenance		001 000 518 General Fund	3,563.07	Monthly Landscape Service - February 2025
	542 80 48 00 Street Tree Maintenance (co		101 000 542 City Street Fund	1,425.23	Monthly Landscape Service - February 2025
	542 80 49 03 Beautification Services (cont		101 000 542 City Street Fund	2,929.63	Monthly Landscape Service - February 2025
34636	03/19/2025	03/25/2025 6774	Greenleaf Landscaping 1 Inc	275.13	Monthly Landscape Service - January 2025 - CPI Increase
	518 30 41 01 Contract Maintenance		001 000 518 General Fund	123.81	Monthly Landscape Service - January 2025 - CPI Increase
	542 80 48 00 Street Tree Maintenance (co		101 000 542 City Street Fund	49.52	Monthly Landscape Service - January 2025 - CPI Increase
	542 80 49 03 Beautification Services (cont		101 000 542 City Street Fund	101.80	Monthly Landscape Service - January 2025 - CPI Increase
			Total Greenleaf Landscaping 1 Inc	16,110.99	
34529	03/11/2025	03/25/2025 3692	Home Depot Credit Services	44.09	Shop Temperature Reading for HVAC Testing
	518 30 35 00 Small Tools & Equip - Facilit		001 000 518 General Fund	44.09	Shop Temperature Reading for HVAC Testing
34530	03/11/2025	03/25/2025 3692	Home Depot Credit Services	44.03	Sod for Tree Removal at Rec
	571 10 31 01 Oper Supplies - Rec		001 000 571 General Fund	44.03	Sod for Tree Removal at Rec
34531	03/11/2025	03/25/2025 3692	Home Depot Credit Services	27.62	U-Bolts for Garbage Cans at Tennis Courts

ACCOUNTS PAYABLE

City Of Fircrest

Time: 08:34:52 Date: 03/21/2025

As Of: 03/25/2025

Page: 6

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
	576 80 31 02 Oper Supplies - Parks		001 000 576 General Fund	27.62	U-Bolts for Garbage Cans at Tennis Courts
34543	03/12/2025	03/25/2025 3692	Home Depot Credit Services	19.69	Fuse for Backdoor
	518 30 31 02 Oper Supplies - PSB Bldg		001 000 518 General Fund	19.69	Fuse for Backdoor
34544	03/12/2025	03/25/2025 3692	Home Depot Credit Services	35.12	Shop Supplies - Rebar Caps
	518 30 31 00 Oper Supplies - Facilities		001 000 518 General Fund	35.12	Shop Supplies - Rebar Caps
34583	03/14/2025	03/25/2025 3692	Home Depot Credit Services	120.67	Blocks for Wall at Park Garage
	518 30 31 05 Oper Supplies - Parks Struct		001 000 518 General Fund	120.67	Blocks for Wall at Park Garage
34596	03/17/2025	03/25/2025 3692	Home Depot Credit Services	187.31	Supplies for Concrete Pad for Murphy Statue
	576 80 31 02 Oper Supplies - Parks		001 000 576 General Fund	187.31	Supplies for Concrete Pad for Murphy Statue
34597	03/17/2025	03/25/2025 3692	Home Depot Credit Services	50.19	Supplies for Concrete Pad for Murphy Statue
	576 80 31 02 Oper Supplies - Parks		001 000 576 General Fund	50.19	Supplies for Concrete Pad for Murphy Statue
34598	03/17/2025	03/25/2025 3692	Home Depot Credit Services	132.27	Tire for Car Launcher for Derby Days
	573 90 49 01 Community Events		001 000 573 General Fund	132.27	Tire for Car Launcher for Derby Days
34603	03/17/2025	03/25/2025 3692	Home Depot Credit Services	21.29	Parts to Repair Well #8
	534 50 31 01 Oper Supplies - Water Main		425 000 534 Water Fund (dep	21.29	Parts to Repair Well #8
34604	03/17/2025	03/25/2025 3692	Home Depot Credit Services	24.88	Hex Nut & Washer for Bracket for Centennial Banner
	573 90 49 02 Centennial Celebration		001 000 573 General Fund	24.88	Hex Nut & Washer for Bracket for Centennial Banner
			Total Home Depot Credit Services	707.16	
34639	03/19/2025	03/25/2025 11042	Huckleberry Ink LLC	1,200.00	Beanie with Patch for Centennial Celebration (Qty 100)
	573 90 49 02 Centennial Celebration		001 000 573 General Fund	1,200.00	Beanie with Patch for Centennial Celebration (Qty 100)
34632	03/19/2025	03/25/2025 3703	Inland Technology Inc	301.39	5 Gallon Drum for Cleaning Rifles
	521 22 35 00 Small Tools & Equip - Police		001 000 521 General Fund	301.39	5 Gallon Drum for Cleaning Rifles
34576	03/13/2025	03/25/2025 9817	Kenyon Disend	4,044.00	Attorney Services - February 2025

ACCOUNTS PAYABLE

City Of Fircrest

Time: 08:34:52 Date: 03/21/2025

As Of: 03/25/2025

Page: 7

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
515 41 41 01	City Attorney		001 000 515 General Fund	2,507.00	Attorney Services - February 2025
515 41 41 02	Special Legal Counsel		001 000 515 General Fund	1,537.00	Attorney Services - February 2025
34609	03/18/2025	03/25/2025 10129	Kropelnicki, Amber	160.55	Senior Supplies - Bunco/Bingo Prizes
571 10 31 02	Senior Program Supplies		001 000 571 General Fund	160.55	Senior Supplies - Bunco/Bingo Prizes
34621	03/18/2025	03/25/2025 11035	Lail, Reid Michael	475.00	Youth Basketball League Referee 01/11/25 - 03/08/25
571 10 41 02	Prof Svcs - Rec - Officiating		001 000 571 General Fund	475.00	Youth Basketball League Referee 01/11/25 - 03/08/25
34620	03/18/2025	03/25/2025 11037	Lake, Shannon	75.00	Security Deposit Refund, Lake, 12/12/24
582 10 00 00	Deposit Refunds		001 000 580 General Fund	75.00	Security Deposit Refund, Lake, 12/12/24
34622	03/18/2025	03/25/2025 11036	Lizama, Bernard	405.00	Youth Basketball League Referee 02/23/25 - 03/16/25
571 10 41 02	Prof Svcs - Rec - Officiating		001 000 571 General Fund	405.00	Youth Basketball League Referee 02/23/25 - 03/16/25
34599	03/17/2025	03/25/2025 3791	Lowe's Company-#338954	25.08	Paint for Car Launcher for Derby Days
573 90 49 01	Community Events		001 000 573 General Fund	25.08	Paint for Car Launcher for Derby Days
34555	03/12/2025	03/25/2025 3816	Marv's Backhoe Service	2,452.48	P#87 - Haul Away Asphalt & Dirt from Princeton Water Main Project
594 34 63 01	Other Improvements - Wate		426 000 594 Water Improver	2,452.48	P#87 - Haul Away Asphalt & Dirt from Princeton Water Main Project
34535	03/11/2025	03/25/2025 6639	McClain's Soil Supply	440.00	P#87 Dump Fee for Princeton Water Main Project (11 Yds)
594 34 63 01	Other Improvements - Wate		426 000 594 Water Improver	440.00	P#87 Dump Fee for Princeton Water Main Project (11 Yds)
34617	03/18/2025	03/25/2025 10748	Moe, Ismono	75.00	Security Deposit Refund, Moe, 2/16/25
582 10 00 00	Deposit Refunds		001 000 580 General Fund	75.00	Security Deposit Refund, Moe, 2/16/25
34591	03/17/2025	03/25/2025 2806	Neel, Linda	339.18	06-01380.1 - 1509 WOODSIDE DR
343 10 00 00	Storm Drain Revenues		415 000 340 Storm Drain	-83.16	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (dep	-97.64	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (dep	-158.38	
34629	03/19/2025	03/25/2025 3923	Orca Pacific Inc	671.85	Hypochlorite Solution Sodium Hypochlorite 8 (131 Gal)

ACCOUNTS PAYABLE

City Of Fircrest

Time: 08:34:52 Date: 03/21/2025

As Of: 03/25/2025

Page: 8

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
534 80 31 03	Oper Supplies - Chlorine	425 000 534	Water Fund (de	671.85	Hypochlorite Solution Sodium Hypochlorite 8 (131 Gal)
34590 03/17/2025	03/25/20258816	Osgoodby, Anna		337.60	07-00064.2 - 102 BIRCH ST
343 10 00 00	Storm Drain Revenues	415 000 340	Storm Drain	-80.08	
343 40 00 00	Sale Of Water	425 000 340	Water Fund (de	-93.90	
343 50 00 00	Sewer Revenues	430 000 340	Sewer Fund (de	-163.62	
34549 03/12/2025	03/25/20253958	PC Budget & Finance - Jail		697.50	Jail Services - January 2025
523 60 40 01	Jail	001 000 523	General Fund	697.50	Jail Services - January 2025
34605 03/18/2025	03/25/20253958	PC Budget & Finance - Jail		4,273.89	Jail Services - February 2025
523 60 40 01	Jail	001 000 523	General Fund	4,273.89	Jail Services - February 2025
		Total PC Budget & Finance - Jail		4,971.39	
34558 03/13/2025	03/25/20253957	PC Budget & Finance		2,222.98	Salt Brine (3500 Gallons) 01/2025
542 30 31 02	Oper Supplies - Street Reg	101 000 542	City Street Fund	2,222.98	Salt Brine (3500 Gallons) 01/2025
34559 03/13/2025	03/25/20253957	PC Budget & Finance		3,361.16	2025 SSHAP Dues
558 60 49 02	Dues/Member/Subscriptions	001 000 558	General Fund	3,361.16	2025 SSHAP Dues
		Total PC Budget & Finance		5,584.14	
34527 03/10/2025	03/25/20253937	Pape & Sons Construction Inc		175,361.77	P#68 44th Street Lift Station Project - Work Through 02/28/25
594 35 63 01	Other Improvements - Sewe	432 000 594	Sewer Improver	175,361.77	P#68 44th Street Lift Station Project - Work Through 02/28/25
34584 03/14/2025	03/25/20253937	Pape & Sons Construction Inc		12,166.05	Emergency Sewer Repair - 215 Alameda
594 35 63 01	Other Improvements - Sewe	432 000 594	Sewer Improver	12,166.05	Emergency Sewer Repair - 215 Alameda
		Total Pape & Sons Construction Inc		187,527.82	
34619 03/18/2025	03/25/202511038	Peila, Tanya		75.00	Security Deposit Refund, Peila, 03/01/25
582 10 00 00	Deposit Refunds	001 000 580	General Fund	75.00	Security Deposit Refund, Peila, 03/01/25
34615 03/18/2025	03/25/20253955	Petrocard Systems Inc		316.78	Storm - 03/2025

ACCOUNTS PAYABLE

City Of Fircrest

Time: 08:34:52 Date: 03/21/2025

As Of: 03/25/2025

Page: 9

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
	548 65 31 13 Gas - Storm		501 000 548 Equipment Rent	316.78	Storm - 03/2025
34610	03/18/2025	03/25/2025	10221 Petty Cash-ParksRec	47.25	Petty Cash Reimbursements - 03/25/25
	571 10 31 02 Senior Program Supplies		001 000 571 General Fund	23.25	Senior Donuts - Pao's (3/14/2025)
	571 10 31 02 Senior Program Supplies		001 000 571 General Fund	24.00	Senior Donuts - Pao's (3/17/2025)
34547	03/12/2025	03/25/2025	7315 Pizzano, Christine	39.00	Library Reimbursement - 1/2 Year
	572 21 49 00 Library Services		001 000 572 General Fund	39.00	Library Reimbursement - 1/2 Year
34526	03/10/2025	03/25/2025	3751 Psomas, DBA KPG Psomas	1,160.00	P#82 Electron Way & Contra Costa 01/01/25-01/30/25
	595 10 63 06 Project Engineering - Street		101 000 594 City Street Fund	1,160.00	P#82 Electron Way & Contra Costa 01/01/25-01/30/25
34585	03/14/2025	03/25/2025	3986 Puget Sound Energy, BOT-01H	360.55	Natural Gas - City Hall - February 2025
	518 30 47 00 Public Utility Services - City I		001 000 518 General Fund	360.55	Natural Gas - City Hall - February 2025
34627	03/18/2025	03/25/2025	3986 Puget Sound Energy, BOT-01H	500.07	Natural Gas - PW - February 2025
	531 50 47 02 Public Utility Services - Bldg		415 000 531 Storm Drain	125.01	Natural Gas - PW - February 2025
	534 10 47 00 Utility Services/Building - W		425 000 534 Water Fund (dep	125.02	Natural Gas - PW - February 2025
	535 10 47 00 Utility Services/Building - Se		430 000 535 Sewer Fund (dep	125.02	Natural Gas - PW - February 2025
	542 30 47 02 Electricity & Gas/Bldg - Stree		101 000 542 City Street Fund	125.02	Natural Gas - PW - February 2025
			Total Puget Sound Energy, BOT-01H	860.62	
34613	03/18/2025	03/25/2025	10812 Quadient Finance USA, Inc.	2,000.00	Postage Meter Refill - March 2025
	518 10 42 01 Postage - Non Dept		001 000 518 General Fund	2,000.00	Postage Meter Refill - March 2025
34546	03/12/2025	03/25/2025	2349 Riler, Robert	78.00	Library Reimbursement - 1 Year (Marcia)
	572 21 49 00 Library Services		001 000 572 General Fund	78.00	Library Reimbursement - 1 Year (Marcia)
34550	03/12/2025	03/25/2025	6823 Robblee's Total Security Inc	35.74	Keys (2) - Police
	521 22 31 00 Office & Oper Sup - Police		001 000 521 General Fund	35.74	Keys (2) - Police
34606	03/18/2025	03/25/2025	9821 Ryan, Megan A	455.30	AWC Healthy Worksite Summit Wellness Seminar - Meals/Travel/Lodging - M Ryan
	517 90 43 00 Travel - Wellness Program		001 000 517 General Fund	455.30	AWC Healthy Worksite Summit Wellness Seminar - Meals/Travel/Lodging - M Ryan

ACCOUNTS PAYABLE

City Of Fircrest

Time: 08:34:52 Date: 03/21/2025

As Of: 03/25/2025

Page: 10

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
34572	03/13/2025	03/25/2025	11005 Scholer, Trina	102.00	CDL Renewal - T Scholer
	531 50 20 01	Contract Benefits - Storm	415 000 531 Storm Drain	25.50	CDL Renewal - T Scholer
	534 10 20 01	Contract Benefits - Wtr Adm	425 000 534 Water Fund (dep	25.50	CDL Renewal - T Scholer
	535 10 20 01	Contract Benefits - Sewer Ac	430 000 535 Sewer Fund (dep	25.50	CDL Renewal - T Scholer
	542 30 20 01	Contract Benefits - Street Re	101 000 542 City Street Fund	25.50	CDL Renewal - T Scholer
34623	03/18/2025	03/25/2025	4060 Sir Speedy	354.20	2025 Annual Car Show Poster Artwork & Setup
	573 90 49 01	Community Events	001 000 573 General Fund	354.20	2025 Annual Car Show Poster Artwork & Setup
34633	03/19/2025	03/25/2025	11041 Sorenson, Adam	78.00	Library Reimbursement - 1 Year
	572 21 49 00	Library Services	001 000 572 General Fund	78.00	Library Reimbursement - 1 Year
34540	03/11/2025	03/25/2025	10556 Sorenson, Jeri	78.00	Library Reimbursement - 1 Year
	572 21 49 00	Library Services	001 000 572 General Fund	78.00	Library Reimbursement - 1 Year
34541	03/11/2025	03/25/2025	4084 Staples Business Advantage	28.77	Office Supplies - Central: Wall Clock for Conference Room
	518 10 34 01	Office Supplies - Central	001 000 518 General Fund	28.77	Office Supplies - Central
34577	03/13/2025	03/25/2025	4084 Staples Business Advantage	13.20	Office Supplies - Ink Pad
	512 51 31 00	Office & Oper Sup - Court	001 000 512 General Fund	13.20	Office Supplies - Ink Pad
34578	03/13/2025	03/25/2025	4084 Staples Business Advantage	91.24	Office Supplies - SHARP Print Calculator
	512 51 31 00	Office & Oper Sup - Court	001 000 512 General Fund	91.24	Office Supplies - SHARP Print Calculator
34579	03/13/2025	03/25/2025	4084 Staples Business Advantage	4.98	Office Supplies - Counterfeit Detector Pen (12Pk)
	512 51 31 00	Office & Oper Sup - Court	001 000 512 General Fund	4.98	Office Supplies - Counterfeit Detector Pen (12Pk)
34611	03/18/2025	03/25/2025	4084 Staples Business Advantage	16.94	Office Supplies - Pad Replacement P60
	512 51 31 00	Office & Oper Sup - Court	001 000 512 General Fund	16.94	Office Supplies - Pad Replacement P60
Total Staples Business Advantage				155.13	
34571	03/13/2025	03/25/2025	4107 Summit Law Group	7,320.00	Legal Consulting - January 2025
	515 41 41 02	Special Legal Counsel	001 000 515 General Fund	1,536.00	Legal Consulting - January 2025
	531 50 41 02	Legal Services	415 000 531 Storm Drain	1,736.00	Legal Consulting - January 2025
	534 10 41 02	Legal Services	425 000 534 Water Fund (dep	1,736.00	Legal Consulting - January 2025

ACCOUNTS PAYABLE

City Of Fircrest

Time: 08:34:52 Date: 03/21/2025

As Of: 03/25/2025

Page: 11

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
535 10 41 02	Legal Services		430 000 535 Sewer Fund (dep	1,736.00	Legal Consulting - January 2025
542 30 41 02	Legal Services		101 000 542 City Street Fund	576.00	Legal Consulting - January 2025
34562	03/13/2025	03/25/2025	4110 Superior Linen Service	57.92	Linen Service 02/21/25 - Public Works
518 30 48 03	Rep & Maint - PW		001 000 518 General Fund	57.92	Linen Service 02/21/25 - Public Works
34563	03/13/2025	03/25/2025	4110 Superior Linen Service	8.83	Linen Service 02/07/25 - Public Works
518 30 48 03	Rep & Maint - PW		001 000 518 General Fund	8.83	Linen Service 02/07/25 - Public Works
34564	03/13/2025	03/25/2025	4110 Superior Linen Service	49.12	Linen Service 02/07/25 - Public Works
518 30 48 03	Rep & Maint - PW		001 000 518 General Fund	49.12	Linen Service 02/07/25 - Public Works
34565	03/13/2025	03/25/2025	4110 Superior Linen Service	81.41	Linen Service 02/21/25 - City Hall
518 30 48 02	Rep & Maint - City Hall		001 000 518 General Fund	81.41	Linen Service 02/21/25 - City Hall
34566	03/13/2025	03/25/2025	4110 Superior Linen Service	81.41	Linen Service 02/07/25 - City Hall
518 30 48 02	Rep & Maint - City Hall		001 000 518 General Fund	81.41	Linen Service 02/07/25 - City Hall
34567	03/13/2025	03/25/2025	4110 Superior Linen Service	119.69	Linen Service 02/19/25 - Rec Center
518 30 48 01	Rep & Maint - Rec Bldg		001 000 518 General Fund	119.69	Linen Service 02/19/25 - Rec Center
34568	03/13/2025	03/25/2025	4110 Superior Linen Service	119.69	Linen Service 02/05/25 - Rec Center
518 30 48 01	Rep & Maint - Rec Bldg		001 000 518 General Fund	119.69	Linen Service 02/05/25 - Rec Center
34569	03/13/2025	03/25/2025	4110 Superior Linen Service	52.42	Linen Service 02/19/25 - Pool Party Room
576 20 49 02	Miscellaneous - Pool		001 000 576 General Fund	52.42	Linen Service 02/19/25 - Pool Party Room
34570	03/13/2025	03/25/2025	4110 Superior Linen Service	52.42	Linen Service 02/05/25 - Pool Party Room
576 20 49 02	Miscellaneous - Pool		001 000 576 General Fund	52.42	Linen Service 02/05/25 - Pool Party Room
Total Superior Linen Service				622.91	
34552	03/12/2025	03/25/2025	4328 Systems for Public Safety Inc	518.32	#60943D - 2016 Ford Interceptor: LOF; Safety Inspection; Remove & Replace LR wheel and tire; set tire pressure
548 65 48 08	O & M - Police		501 000 548 Equipment Rent:	518.32	#60943D - 2016 Ford Interceptor: LOF; Safety Inspection; Remove & Replace LR wheel and tire; set tire pressure

ACCOUNTS PAYABLE

City Of Fircrest

Time: 08:34:52 Date: 03/21/2025

As Of: 03/25/2025

Page: 12

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
34553	03/12/2025	03/25/2025	4328 Systems for Public Safety Inc	900.24	#66368D - 2018 Ford Interceptor Utility: LOF; Program FOB; Remove & Install new RF tire; Change out back lights to vertex
	548 65 48 08	O & M - Police	501 000 548	900.24	#66368D - 2018 Ford Interceptor Utility: LOF; Program FOB; Remove & Install new RF tire; Change out back lights to vertex
34614	03/18/2025	03/25/2025	4328 Systems for Public Safety Inc	28,148.33	#82560D - Outfit Vehicle - Install Equipment, PA system, Radar, Graphics, APX radio, speakers, and sector printer
	594 48 64 08	ERR Capital - Police	501 000 548	28,148.33	#82560D - Outfit Vehicle - Install Equipment, PA system, Radar, Graphics, APX radio, speakers, and sector printer
Total Systems for Public Safety Inc				29,566.89	
34539	03/11/2025	03/25/2025	4120 Tacoma Daily Index	204.39	February 2025 Publications
	511 60 41 01	Advertising - Legislat	001 000 511	80.63	Ordinance 1737 & 1736
	521 10 41 01	Advertising - Civil Svc	001 000 521	90.01	Civil Service - Cancelled March Meeting & Special Meeting
	558 60 41 01	Advertising - Planning	001 000 558	33.75	Planning Commission Meeting - Cancelled March Meeting
34534	03/11/2025	03/25/2025	4133 Tacoma Rubber Stamp	495.69	Scavenger Hunt Stamps (Qty 14)
	573 90 49 02	Centennial Celebration	001 000 573	495.69	Scavenger Hunt Stamps (Qty 14)
34638	03/19/2025	03/25/2025	4322 Tacoma, City of - POWER	11,286.78	Power - Various Locations - 02/2025
	518 30 47 00	Public Utility Services - City I	001 000 518	792.45	City Hall Power - 02/2025
	531 50 47 02	Public Utility Services - Bldg	415 000 531	105.16	PW Power - 02/2025
	534 10 47 00	Utility Services/Building - W	425 000 534	105.15	PW Power - 02/2025
	534 80 47 01	Utility Services/Pumping	425 000 534	4,822.96	PW, Well #8, #9, Golf Course - 02/2025
	535 10 47 00	Utility Services/Building - Se	430 000 535	105.15	PW Power - 02/2025
	535 80 47 01	Utility Services/Pumping	430 000 535	1,335.71	Pumps/LS Power - 02/2025
	542 30 47 02	Electricity & Gas/Bldg - Stret	101 000 542	105.16	PW Power - 02/2025
	542 30 47 03	Electricity/Traffic Lights	101 000 542	61.64	Traffic Control - 02/2025
	542 63 47 00	Electricity/Street Lights	101 000 542	1,363.66	Street Lights - 02/2025
	548 65 47 00	Utility Services/Building - Sh	501 000 548	207.19	F&E Garage Power - 02/2025
	576 20 47 00	Public Utility Services - Pool	001 000 576	1,466.71	Pool Power - 02/2025
	576 80 47 00	Public Utility Services - Parks	001 000 576	815.84	Parks Power - 02/2025

ACCOUNTS PAYABLE

City Of Fircrest

Time: 08:34:52 Date: 03/21/2025

As Of: 03/25/2025

Page: 13

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
34637	03/19/2025	03/25/2025	4139 Tapco Visa Card	3,574.58	Tapco Charges thru 03/16/25
	518 81 49 01	Software Licenses	001 000 518 General Fund	3,574.58	Acrobat Pro Software Licenses (12)
34532	03/11/2025	03/25/2025	5918 Titus Will	1,144.12	#71535D Police Interceptor - Traction Control Light Repair
	548 65 48 08	O & M - Police	501 000 548 Equipment Rent	1,144.12	#71535D Police Interceptor - Traction Control Light Repair
34554	03/12/2025	03/25/2025	10013 Truong, John	14.32	Reimbursement for Officer Meeting Snacks
	521 22 49 00	Miscellaneous - Police	001 000 521 General Fund	14.32	Reimbursement for Officer Meeting Snacks
34624	03/18/2025	03/25/2025	8484 US Bank, Recreation Dept Account	1,344.57	P-Card Charges thru 03/12/25
	571 10 31 00	Office Supplies - Rec	001 000 571 General Fund	24.20	Rec Desk Office Supplies
	571 10 31 01	Oper Supplies - Rec	001 000 571 General Fund	77.07	Rec Center Operational Supplies
	571 10 31 02	Senior Program Supplies	001 000 571 General Fund	36.03	Senior Program Supplies
	571 10 41 01	Prof Svcs - Rec	001 000 571 General Fund	96.40	Rec Desk Professional Services
	573 90 49 01	Community Events	001 000 573 General Fund	496.48	Community Events Supplies
	573 90 49 02	Centennial Celebration	001 000 573 General Fund	614.39	Centennial Celebration
34641	03/20/2025	03/25/2025	4178 University Place Refuse Inc	908.07	Dumping Fees - 03/2025
	531 50 47 01	Dumping Fees - Storm	415 000 531 Storm Drain	568.02	Dumping Fees - Storm 03/2025
	534 80 47 02	Dumping Fees - Water	425 000 534 Water Fund (dep	85.01	Dumping Fees - Water 03/2025
	535 80 47 02	Dumping Fees - Sewer	430 000 535 Sewer Fund (dep	85.01	Dumping Fees - Sewer 03/2025
	542 30 47 01	Dumping Fees - Street	101 000 542 City Street Fund	85.01	Dumping Fees - Street 03/2025
	576 80 47 01	Dumping Fees - Parks	001 000 576 General Fund	85.02	Dumping Fees - Parks 03/2025
34537	03/11/2025	03/25/2025	4180 Utilities Underground	27.04	Locates 02/2025
	534 10 49 00	Miscellaneous - Water Admi	425 000 534 Water Fund (dep	13.52	Locates 02/2025
	535 10 49 00	Miscellaneous - Sewer Admi	430 000 535 Sewer Fund (dep	13.52	Locates 02/2025
34573	03/13/2025	03/25/2025	1751 Vadheim*, James	78.00	Library Reimbursement - 1 Year (Colleen)
	572 21 49 00	Library Services	001 000 572 General Fund	78.00	Library Reimbursement - 1 Year (Colleen)
34548	03/12/2025	03/25/2025	4231 Water Mgmt Labs Inc	360.00	Coliform and Fluoride Water Testing - 2/19/2025
	534 80 41 00	Water Testing	425 000 534 Water Fund (dep	360.00	Coliform and Fluoride Water Testing - 2/19/2025
34538	03/11/2025	03/25/2025	4273 Zumar Industries Inc	682.62	Metal Posts for Street Signs (Qty 10)
	542 30 31 02	Oper Supplies - Street Reg	101 000 542 City Street Fund	682.62	Metal Posts for Street Signs (Qty 10)

ACCOUNTS PAYABLE

City Of Fircrest

As Of: 03/25/2025

Time: 08:34:52 Date: 03/21/2025

Page: 14

Accts

Pay #	Received	Date Due	Vendor	Amount	Memo
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Report Total:

488,392.59

Fund

001 General Fund	120,118.38
101 City Street Fund	25,025.16
415 Storm Drain	4,289.75
416 Storm Improvement Fund	2,199.19
425 Water Fund (department)	24,118.88
426 Water Improvement Fund	2,892.48
430 Sewer Fund (department)	81,602.44
432 Sewer Improvement Fund	196,911.33
501 Equipment Rental Fund	31,234.98

This report has been reviewed by:

REMARKS:

Signature & Title

Date



LIQUOR LICENSE RENEWAL

Applicant Information

Licensee Name: Perry Dwayne Preston
Establishment Name: Stina's Cellars
Address: 173 Golden Gate Ave, Fircrest W 98466
License Number: 428403
Request Received: 03/11/2025
Expiration Date: 06/30/2025

Department Comments

Finance

No concerns.

Planning and Building

No concerns.

Police

No concerns.

Allison Deskins

Director Signature

03/18/25

Date

Dawn Masko

Director Signature

03/18/25

Date

Kevin Gollinger

Director Signature

03/18/25

Date

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 03/06/2025

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF FIRCREST
(BY ZIP CODE) FOR EXPIRATION DATE OF 20250630

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. PRESTON, PERRY DWAYNE	STINA'S CELLARS 173 GOLDEN GATE AVE FIRCREST WA 98466 7411	428403	DOMESTIC WINERY < 250,000 LITERS FARMER'S MARKET WINE SALES

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, Hunter T. George, Nikki Bufford, and Jim Andrews were present.

PRESIDING OFFICER’S REPORT**A. State of the City**

Mayor Reynolds provided an overview of the current state of Fircrest. Mayor Reynolds detailed the City’s financial health, parks and recreation programming, and economic development. She stated two new businesses have opened in the City. Lastly, Mayor Reynolds reported that the City is preparing for its Centennial anniversary of incorporation.

B. Proclamation: Black History Month

Councilmember Bufford read the proclamation titled Black History Month into the record. **Councilmember Viafore MOVED to authorize the Mayor’s signature on the proclamation proclaiming the month of February is Black History Month in the City of Fircrest; seconded by Councilmember Mauer-Smith.** Mayor Reynolds invited Councilmember comment. Mayor Reynolds provided a brief history of women’s suffrage. Mayor Reynolds invited public comment; none were provided.

The Motion Carried (7-0).**CITY MANAGER COMMENTS**

Acting City Manager Grover reported that he will be the Acting City Manager until March 7th, 2025, and will be off on Thursday, February 27th, 2025.

City Manager Masko, who attended the meeting virtually, briefed the Council on the motion to appoint the 2025 AWC Annual Business Meeting Voting Delegates and stated that AWC has opened its registration early for its annual conference. Mrs. Masko stated that the City can have a maximum of three voting delegates.

City Manager Masko also briefed the Council on the motion to authorize Council travel for the Councilmembers attending the AWC Annual Conference.

There was a brief discussion on the wealth of knowledge gained from attending the conference.

A. Motion to Appoint AWC Business Meeting Voting Delegates

Councilmember Viafore MOVED to appoint Councilmember Bufford, Councilmember Andrews, and City Manager Masko as the City of Fircrest’s Voting Delegates; seconded by Councilmember Mauer-Smith. Mayor Reynolds invited Councilmember comment; none were provided. Mayor Reynolds invited public comment; none were provided.

The Motion Carried (7-0).**B. Motion to Approve Council Travel**

Councilmember Viafore MOVED to authorize the proper expenditures for Councilmember Andrews and Councilmember Bufford to the AWC Annual Conference and instruct the City Manager to assist in the preparations; seconded by Councilmember Mauer-Smith. Mayor

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

The Motion Carried (7-0).

City Manager Masko reported on several items, including the upcoming Whittier School Community Meeting on February 27th, 2025, the filing and acceptance of the revised Notice of Intent with the Washington State Department of Commerce, Civil Service oral boards, the Administrative Assistant position interviews, the Assistant Planner recruitment update, and the upcoming Police Chief recruitment.

DEPARTMENT HEAD COMMENTS

- Finance Director Deskins reported that the City received the 2025 Well Cities award.
- Police Chief Schaub reported that the Department received the new detective patrol vehicle. He also reported on the Coffee with the Chief event and mentioned his commitment to assist with the Police Chief recruitment process.
- Public Works Director Bemis provided a brief update on the current weather's impact on City facilities and infrastructure, stating that street sweeping continues and that there were minimal impacts to storm drains.
- Acting City Manager Grover provided a brief update on the upcoming pool season to include the advertisement for seasonal pool passes and returning staff. He also commented on the Centennial Celebration planning.

COUNCILMEMBER COMMENTS

- Councilmember Viafore; no comment.
- Councilmember Mauer-Smith; no comment.
- Councilmember Wittner; no comment.
- Councilmember George commented on the Coffee with the Chief event and stated community members enjoyed the police enforcement data. He recommended adding supplemental information explaining staffing shortages in 2023. Lastly, he reminded meeting attendees about the upcoming Whittier School Community Meeting.
- Councilmember Bufford commented on the Coffee with the Chief event and stated she would like to see the police enforcement data on the City's website. She stated she would like to see the Coffee with the Chief event continue with the new Police Chief. Lastly, she reported on the Slice Garden ribbon-cutting event.
- Councilmember Andrews reported that his granddaughter, Mariana, took fourth place in the State Wrestling Championship and stated he was proud. He also provided a positive review of Slice Garden restaurant.
- Mayor Reynolds requested a status update on the Legislative Appropriation Funding Requests. City Clerk Burkhart stated that she missed the deadline and apologized to the Council.

PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA

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

- Jerry Foss, 1101 Paradise Parkway, provided a positive review of Slice Garden restaurant.

COMMITTEE, COMMISSION, AND LIAISON REPORTS

A. Parks & Recreation

Councilmember Andrews commented on the basketball programming and stated he was excited to see the park facilities being used. He provided kudos to the Parks and Recreation Department.

B. Police/Public Safety and Court

There was no report.

C. Public Works

Councilmember George provided several reports, including the Pierce County and University Place's sewer extension and pedestrian improvement project on Mildred Street, current capital projects, the Masko Park playset project, and the water meter project. Councilmember George requested to have a Study Session on the AMI Water Meter Program.

D. Other Liaison Reports

Mayor Reynolds provided a report on the Pierce County Regional Council and stated that the Council approved their 2025 work plan to include Growth Management Act and planning.

CONSENT CALENDAR

Mayor Reynolds requested the City Clerk read the Consent Calendar:

- A.** Approval of Check No. 222508 through 222553 in the amount of \$179,949.82
Approval of payroll electronic funds transfer in the amount of \$164,268.19
- B.** Approval of January 21, 2025, Study Session minutes
Approval of January 28, 2025, Regular Meeting minutes
Approval of February 4, 2025, Joint Meeting minutes

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

The Motion Carried (7-0).

PUBLIC HEARING

There was no public hearing scheduled.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

A. Ordinance No. 1737: Salary Plan Amendment

City Manager Masko briefed the Council on the proposed ordinance to replace the Deputy City Clerk position with the Deputy City Clerk/Human Resources Specialist position. **Councilmember Mauer-Smith MOVED to adopt Ordinance No. 1737, amending Fircrest Municipal Code 2.44.050 relating to salaries of non-union City employees and amending Section 1 of Ordinance No. 1731; seconded by Councilmember Viafore.** Mayor Reynolds invited

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

The Motion Carried (7-0).**B. Resolution No. 1963: Fun Days Performers and Entertainment Agreements**

Acting City Manager Grover briefed the Council on the proposed resolution and highlighted the agreements would provide entertainment at the Fircrest Fun Days event. **Councilmember Bufford MOVED to adopt Resolution No. 1963, authorizing the City Manager to execute agreements with performers and entertainers for entertainment at the 2025 Fircrest Fun Days event in an amount not to exceed \$22,500; seconded by Councilmember Mauer-Smith.** Mayor Reynolds invited Councilmember comments. There was a brief discussion on returning vendors in good-standing. Mayor Reynolds invited public comment; none were provided.

The Motion Carried (7-0).**C. Resolution No. 1964: Emerson Sidewalk Design Overage Contract**

Public Works Director Bemis briefed the Council on the proposed resolution and highlighted Shea, Carr & Jewell, Inc. would provide additional engineering design services for the Emerson West Sidewalk Project. **Councilmember George MOVED to adopt Resolution No. 1964, authorizing the City Manager to enter into a supplemental Professional Services Agreement with Shea, Carr & Jewell, Inc. for engineering design services for the Emerson West Sidewalk Project; 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).**D. Resolution No. 1965: Emerson Sidewalk Construction Management**

Public Works Director Bemis briefed the Council on the proposed resolution and highlighted Akana would provide construction management services for the Emerson West Sidewalk Project including project management, construction observation, inspections, and contract administration. **Councilmember George MOVED to adopt Resolution No. 1965, authorizing the City Manager to execute a Professional Services Agreement with Akana for construction management services for the Emerson West Sidewalk Project; 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).**CALL FOR FINAL COMMENTS**

Councilmember Viafore stated he looked forward to the new Deputy City Clerk/Human Resources position. He also thanked Community Development Director Newman for his accomplishments with the City and wished him well. Lastly, Councilmember Viafore stressed the importance of filling vacant positions.

Councilmember Andrews recognized the Curtis High School Swim Team and congratulated them on taking second place in Regionals.

City Manager Masko reported that the City received their first Centennial donation from the Tacoma Rainiers Baseball Club.

EXECUTIVE SESSION

There was no executive session scheduled.

ADJOURNMENT

Councilmember Mauer-Smith MOVED to adjourn the meeting at 7:46 P.M., seconded by Councilmember Bufford.

The Motion Carried (7-0).

Shannon Reynolds, Mayor

Arlette Burkhardt, City Clerk

CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

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

PRESIDING OFFICER’S REPORT**A. Proclamation: Official City Mascot “Murphy”**

Councilmember Bufford read the proclamation titled Official City Mascot “Murphy” into the record. **Councilmember Bufford MOVED to authorize the Mayor’s signature on the proclamation proclaiming that Murphy shall be the Official Mascot of the City of Fircrest; seconded by Councilmember Mauer-Smith.** Mayor Reynolds invited Councilmember comment. Councilmember Bufford provided kudos to Community Events Specialist Schmidtke and the parks staff for creating Murphy. Mayor Reynolds invited public comment; none were provided.

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

City Manager Masko reported on the Police Chief recruitment and stated that the Civil Service Commission will hold a special meeting on March 24, 2025, to discuss the recruitment process. She also reported on the upcoming Assistant Planner/Permit Coordinator interviews and staff cross-training to cover the Planning and Building Department and stated that the new Administrative Assistant will start on Monday, March 17, 2025. City Manager Masko provided an update on the Community Project Funding Request for the Alameda Sidewalks – Emerson Street to Rosewood Lane project. She also requested feedback from the Council for the Whittier School design and development team.

City Manager Masko thanked Chief Schaub for all his accomplishments with the City of Fircrest and wished him well in his retirement. City Manager Masko also thanked Community Development Director Newman for his accomplishments with the City of Fircrest and wished him well in his professional endeavors.

DEPARTMENT HEAD COMMENTS

- Parks and Recreation Director Grover provided a report on several items, including the upcoming unveiling of the Murphy carving, the end of the basketball season, and upcoming day camp registration.
- Public Works Director Bemis provided an update on current capital projects, including Electron Way and Contra Costa Ave, as well as the Claremont Street Grind and Overlay. There was a brief discussion on Claremont Street jurisdiction, including rumble strips on the Claremont Street Grind and Overlay project.

COUNCILMEMBER COMMENTS

- Councilmember Andrews commented on the upcoming Whittier School construction and expressed concern about the student relocation process.
- Councilmember Wittner thanked Police Chief Schaub for his leadership and wished him well in his retirement.

- Councilmember Mauer-Smith wished Police Chief Schaub well in his retirement.
- Councilmember Bufford thanked Police Chief Schaub for his achievements.
- Councilmember Viafore thanked Police Chief Schaub and Community Development Director Newman for their dedication to the City. He provided kudos to City Clerk Burkhardt for assisting him with his computer issues. Councilmember Viafore reported on the Whittier School Community Meeting and stated he was impressed with the School District.
- Mayor Reynolds; no comment.

PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA

Mayor Reynolds invited public comment. There were no public comments.

COMMITTEE, COMMISSION, AND LIAISON REPORTS

A. Administration

Councilmember Viafore reported on the staff vacancies and expressed concern about the vacancies.

B. Built Environmental, Planning, and Building

There was no report.

C. Finance, Information Technology, and Facilities

Councilmember Bufford stated she would provide a Finance/Information Technology report at the next regular meeting.

Councilmember Bufford provided a Facilities report to include the Fircrest Maintenance Facility, the City Hall Columns repair, Community Center HVAC issues, pool season preparation, and baseball field preparation.

There was a brief discussion on moving the Facilities report under the Public Works liaison assignment.

D. Other Liaison Reports – Centennial Committee

Councilmember Bufford provided a Centennial Committee report to include the Centennial landing webpage and stated that the Committee is working on a video featuring the Fircrest community. She encouraged the Council to attend the Murphy unveiling and requested confirmation of Council participants. Lastly, she mentioned each upcoming Town Topic newsletter would include a section dedicated to the City's Centennial planning and activities.

Councilmember Wittner provided an update on the Historical Research subcommittee activities and reported on the upcoming Centennial Scavenger Hunt.

Councilmember Viafore expressed interest in assuming responsibility for the Facilities report.

Mayor Reynolds reported on the recent Pierce Transit Board meeting and commented on the salary increase per their collective bargaining agreement.

CONSENT CALENDAR

Mayor Reynolds requested the City Clerk read the Consent Calendar:

- A. Approval of Check No. 14463 through 14464 in the amount of \$9,901.39
Approval of Check No. 14465 through 14472 in the amount of \$71,565.17
Approval of Check No. 222554 through 222623 in the amount of \$96,083.90
Approval of payroll electronic funds transfer in the amount of \$164,475.56

- B. Registering no objections to the Fircrest Golf Club liquor license renewal

- C. Approval of November 18, 2024, Study Session minutes
Approval of February 11, 2025, Regular Meeting minutes
Approval of February 18, 2025, Regular Meeting minutes

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

The Motion Carried (6-0).

PUBLIC HEARING

There was no public hearing scheduled.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

There was no new business.

CALL FOR FINAL COMMENTS

Police Schaub provided a reflection of his time with the City of Fircrest.

EXECUTIVE SESSION

There was no executive session scheduled.

ADJOURNMENT

Councilmember Bufford MOVED to adjourn the meeting at 7:37 P.M., seconded by Councilmember Mauer-Smith.

The Motion Carried (6-0).

Shannon Reynolds, Mayor

Arlette Burkhart, City Clerk

FIRCREST CITY COUNCIL AGENDA SUMMARY

AGENDA ITEM: Fircrest Forever Foundation 2024 Year-End Report

ITEM: 13A

DATE: March 25, 2025

FROM: Jeff Grover, Parks and Recreation Director

RECOMMENDED MOTION: None. Discussion only.

PROPOSAL: Parks and Recreation Director Jeff Grover will present the Fircrest Forever Foundation (Foundation) 2024 Year-End Report, including the report of funds received in 2024.

FISCAL IMPACT: The City received \$6,700 in 2024 from the Fircrest Forever Foundation, with a total of \$20,300 donated since 2022 to utilize on Parks and Recreation projects and programs.

ADVANTAGE: Presenting the report of funds received will achieve compliance with the Memorandum of Understanding (MOU) between the City of Fircrest and the Foundation.

DISADVANTAGES: None.

ALTERNATIVES: None.

HISTORY: The Fircrest Forever Foundation (formerly the Fircrest Parks & Recreation Foundation) is an independent, grassroots non-profit organization dedicated to preserving and enhancing the quality of Fircrest parks, recreation facilities, and programming, with a focus on community, livability, and equity.

The Foundation established a donor-advised endowment fund (DAF) to create a sustainable support system for the parks and recreation needs of Fircrest residents for generations to come. The Greater Tacoma Community Foundation (GTCF) manages the DAF. Tax-deductible donations can be made to the Foundation Fund through the GTCF website at [Fircrest Forever Foundation Fund](#) or through a link on the Foundation website at www.fircrestforever.com/donate.

In October 2023, the City and the Foundation entered into a Memorandum of Understanding (MOU) to formalize their relationship and establish a framework for cooperation. The MOU defines the respective roles and responsibilities of both entities. The MOU stipulates that the Parks and Recreation Director will provide a report to the City Council by the end of the first quarter of each calendar year outlining the amount of Foundation grant funds received by Fircrest and how the funds were utilized.

ATTACHMENTS: [Fircrest Forever Foundation 2024 Year-End Report](#)



**City of Fircrest
Parks & Recreation Department
2024 Annual Report on Funds Received
from the Fircrest Forever Foundation**

Report Date: March 25, 2025

We are excited to announce that our grant funding partner, the Fircrest Parks and Recreation Foundation, has officially changed its name to the Fircrest Forever Foundation. This new name reflects the Foundation's enduring commitment to support, preserve, and enhance Fircrest's Parks and Recreation facilities and programming for generations to come. While the Foundation will continue to partner with the Fircrest Parks and Recreation Department, it remains an independent, grassroots non-profit organization dedicated to community, livability, and equity. Join us in celebrating this new chapter with the Foundation as we work together to ensure Fircrest's Parks and Recreation activities and spaces thrive forever!

The Fircrest Forever Foundation has generously contributed a total of \$20,300, including \$6,700 in 2024, to support the City of Fircrest Parks and Recreation programs to date. Grants from the Foundation enable the department to offer a wider range of recreational programs and activities, catering to the diverse interests and needs of the community, including youth programs, senior activities, and specialized recreation.

Through a close partnership with the Parks and Recreation Director, the Foundation identifies key areas for fundraising initiatives for parks, facilities, events, and recreation program enhancements. This collaborative approach ensures that these initiatives are in line with our Parks and Open Space Plan, Parks Capital Facilities Plan, annual budget priorities, and overarching departmental objectives. The Director, with the support of our dedicated Parks and Recreation staff, manages these funds and oversees the execution of these funded projects and programs.

The Foundation actively engages with Fircrest employees and community members to gather project ideas. Funding requests may originate from multiple channels: either a direct submission from the Parks and Recreation Director to the Foundation or proposals initiated by the Foundation itself, outlining project scope, funding requirements, and anticipated timelines.

To support the Fircrest Forever Foundation, tax-deductible donations can be made via www.fircrestforever.com/donate, managed by their financial partner, the Greater Tacoma Community Foundation. These contributions are directed to the City of Fircrest through the Foundation, which oversees the Fircrest Parks and Recreation funds.

The following page provides a summary of the funds donated through 2024 and how they were utilized.

Fircrest Forever Foundation Funds Donated (2022 – 2024)

2024 Foundation Contributions (Total: \$6,700.00)

Grant	Date	Purpose	Amount	Utilization
1	7/9/2024	Fircrest Fun Days – Friday Night Fun	\$1,500.00	Provided materials and supplies outside of the allocated budget for the Friday night portion of Fircrest Fun Days.
2	12/31/2024	Masko Park Swing Set	5,200.00	Helped offset the cost of the Masko Park Swing Set, scheduled for completion in May 2025.

2023 Foundation Contributions (Total: \$6,300.00)

Grant	Date	Purpose	Amount	Utilization
1	5/22/2023	Fircrest Fun Days – Friday Night Fun	\$1,250.00	Offset costs, allowing for the purchase of various field games and equipment.
2	5/22/2023	Murphy Bear Mascot Costume	2,000.00	Funded the purchase of the Murphy costume.
3	12/29/2023	Foosball Table	1,000.00	Planning to purchase in 2025 for use in Teen Room.
4	12/29/2023	Senior Programming	683.00	Provided items outside of the allocated budget for Bingo, Bunco, Senior Mornings, and other senior social events.
5	12/29/2023	Youth Programming	683.00	Provided pizza and refreshments for Teen Late Nights in 2024.
6	12/29/2023	Volunteer Recognition	684.00	Supported the Volunteer Appreciation event in April 2024.

2022 Foundation Contributions (Total: \$7,300.00)

Grant	Date	Purpose	Amount	Utilization
1	6/5/2022	Free/Reduced-Cost Swimming Lessons	\$1,000.00	Provided lessons for Fircrest residents, prioritizing special needs, foster families, and those in financial need.
2	6/9/2022	All Access Van Shuttle Service	1,000.00	Operated shuttle service for Fircrest Fun Days, prioritizing residents with mobility challenges.
3	12/20/2022	Youth Programming	1,800.00	Funded teen room games and tot gym equipment.
4	12/20/2022	Senior Programming	1,800.00	Supported the Senior Mornings program with coffee, donuts, and supplies.
5	12/20/2022	Volunteer Recognition	1,700.00	Purchased volunteer t-shirts, name tags, and items for the 2023 recognition program.

Total Foundation Contributions (2022 – 2024): \$20,300.00

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: Ordinance Adopting Fircrest Municipal Code 20.30.1310 Electronic Records for the City's Industrial Wastewater Pretreatment Program

ITEM: 13B

DATE: March 25, 2025

FROM: Tyler Bemis, Public Works Director

RECOMMENDED MOTION: I move to adopt Ordinance No. ____, amending the Fircrest Municipal Code to add Section 20.30.1310, allowing for electronic reporting, document submission, and digital signatures as part of the City's Industrial Wastewater Pretreatment Program.

PROPOSAL: The Council is being asked to approve an ordinance adopting a new Fircrest Municipal Code Section 20.30.1310 to allow for electronic reporting, document submission, and digital signatures as part of the City's Industrial Wastewater Pretreatment Program. This update is required under Section 4.D of the Interlocal Agreement (ILA) between the City of Fircrest and the City of Tacoma.

The adoption of this ordinance ensures compliance with Title 40 of the Code of Federal Regulations (CFR), specifically the Cross-Media Electronic Reporting Rule (CROMERR), which Establishes federal standards for electronic environmental data submissions. By adopting these changes, the City will modernize its reporting processes, improve efficiency, and align with federal and regional regulatory requirements.

FISCAL IMPACT: None.

ADVANTAGE: Adoption of this ordinance will streamline reporting processes between the City of Fircrest and Tacoma Environmental Services, ensure compliance with the ILA and federal regulations, and enhance efficiency by transitioning to electronic submissions.

DISADVANTAGES: None identified.

ALTERNATIVES: None.

HISTORY: The City's Industrial Wastewater Pretreatment Program ILA with the City of Tacoma was approved by the Fircrest City Council in July 2022.

ATTACHMENTS: [Ordinance](#)
[Ordinance No. 1685](#)
[Interlocal Agreement](#)
[Tacoma Municipal Code Chapter 12.08](#)

**CITY OF FIRCREST
ORDINANCE NO. ____**

**AN ORDINANCE OF THE CITY OF FIRCREST, WASHINGTON,
ADOPTING A NEW FIRCREST MUNICIPAL CODE SECTION
20.30.1310 TO ALLOW FOR ELECTRONIC REPORTING,
DOCUMENTS, AND SIGNATURES AS PART OF THE CITY'S
INDUSTRIAL WASTEWATER PRETREATMENT PROGRAM;
PROVIDING FOR SEVERABILITY; AUTHORIZING
CORRECTIONS; AND ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, the City of Fircrest ("City"), under the authority of RCW Sections [35A.11.020](#), [35A.21.150](#), and [35.67.020](#), and [Article XI, § 11](#) of the Washington State Constitution, owns and operates a municipal wastewater system but does not own or operate a wastewater treatment facility; and

WHEREAS, the City of Tacoma ("Tacoma") owns and operates a publicly owned treatment works ("POTW"), including two wastewater treatment plants, under the authority of RCW Sections [35.21.210](#), [35.21.215](#), [35.67.020](#), and [35.92.020](#), [Article XI, § 11](#) of the Washington State Constitution, and Section 4.1 of the [Tacoma City Charter](#); and

WHEREAS, the City and Tacoma, under the authority of RCW [35.67.300](#), have contracted for the treatment and disposal of wastewater generated in the City and conveyed to Tacoma POTW through a connection(s) to Tacoma's POTW; and

WHEREAS, the City and Tacoma entered into a Sewer Pretreatment Interlocal Agreement ("ILA") governing the conditions upon which Tacoma will accept wastewater from the City and providing for the implementation of Pretreatment standards and requirements in the City, as well as other requirements relating to payments and records; and

WHEREAS, Tacoma updated portions of the Tacoma Municipal Code ("TMC") in 2024 to add provisions to [Chapter 12.08](#) TMC allowing Tacoma to begin accepting electronic reporting, according to the Environmental Protection Agency's ("EPA") Electronic Reporting Rule; and

WHEREAS, pursuant to Section 4.D of the ILA, on February 20, 2025, Tacoma notified the City that the City was required to amend the Fircrest Municipal Code ("FMC") within 120 days of the notice to add provisions consistent with the 2024 updates to [Chapter 12.08](#) of the TMC allowing for the use of electronic reporting, documents, and signatures using a system compliant with 40 CFR Part 3 (Cross-Media Electronic Reporting); and

WHEREAS, the City Council finds it is in the best interests of the City of Fircrest to adopt a new section in [Chapter 20.30](#) of the FMC to allow the City to proceed with electronic reporting, submittal of documents, and signatures as requested by Tacoma and required under Section 4.D of the ILA between the City and Tacoma;

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

Section 1. New Section FMC 20.30.1310 (Electronic Records), Adopted: A new Fircrest Municipal Code Section 20.30.1310, to be entitled “Electronic records,” is adopted to read as follows:

20.30.1310 Electronic records.

The City of Tacoma Industrial Pretreatment Program accepts electronic documents and signatures using a system compliant with 40 CFR Part 3 (Cross-Media Electronic Reporting). Users that are required to send electronic documents and signatures to the City of Tacoma to satisfy the requirements of this Subchapter must submit a signed subscriber agreement to the City of Tacoma for approval and register online for the reporting service that the City of Tacoma has available. Users will have the opportunity, at the time of signing the subscriber agreement, to review the content or meaning of the subscriber agreement and the provisions of this Subchapter.

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this ____ day of _____, 2025.

APPROVED:

Shannon Reynolds, Mayor

ATTEST:

Arlette Burkhart, City Clerk

APPROVED AS TO FORM:

Joanna M. Eide, City Attorney

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**CITY OF FIRCREST
ORDINANCE NO. 1685**

**AN ORDINANCE RELATING TO INDUSTRIAL
WASTEWATER PRETREATMENT AUTHORIZING THE
CITY MANAGER TO EXECUTE THE PRETREATMENT
INTERLOCAL AGREEMENT WITH THE CITY OF
TACOMA; ADOPTING FIRCREST MUNICIPAL CODE
CHAPTER 20.30 "INDUSTRIAL WASTEWATER
PRETREATMENT PROGRAM"; PROVIDING FOR
SEVERABILITY; AND ESTABLISHING AN EFFECTIVE
DATE**

WHEREAS, the City of Fircrest ("City"), under authority of RCW 35A.11.020, 35A.21.150, 35.67.020 and Article XI, § 11 of the Washington State Constitution, owns and operates a municipal wastewater system but does not own or operate a wastewater treatment facility; and

WHEREAS, the City of Tacoma ("Tacoma") owns and operates a publicly owned treatment works ("POTW"), inclusive two wastewater treatment plants, under authority of RCW 35.21.210, 35.21.215, 35.67.020, and 35.92.020, Article XI, § 11 of the Washington State Constitution, and Section 4.1 of the Tacoma City Charter; and

WHEREAS, the City and Tacoma, under authority of RCW 35.67.300, have contracted for the treatment and disposal of wastewater generated in the City and conveyed to Tacoma POTW through a connection(s) to Tacoma's POTW; and

WHEREAS, Federal and State laws and implementing regulations regulate the collection and conveyance of wastewater to a POTW that discharges into the navigable waters of the United States and the public waters of the state of Washington, under authority of the Federal Clean Water Act, codified at 33 U.S.C. § 1251 et seq. (the "CWA"), RCW Ch. 90.48, and implementing regulations; and

WHEREAS, Tacoma is required to implement and enforce a POTW pretreatment program to regulate and control wastewater discharges from commercial/industrial sources, users, and facilities that discharge directly or indirectly to such POTW, pursuant to the requirements of the CWA and the regulations promulgated thereunder (40 CFR Part 403) and Chapter 90.48 RCW and the regulations promulgated thereunder; and

WHEREAS, under these requirements, Tacoma is required to ensure that its pretreatment standards and requirements govern industrial discharges in all jurisdictions contributing wastewater to the Tacoma POTW; and

WHEREAS, the City and Tacoma have agreed to enter into a Pretreatment Interlocal Agreement governing the conditions upon which Tacoma will accept wastewater from the City, and providing for the implementation of Pretreatment standards and requirements in the City; and

1 **WHEREAS**, the City desires to adopt an ordinance (“Wastewater Ordinance”)
2 establishing and implementing wastewater standards and requirements that are no less
3 stringent and are as broad in scope as Tacoma’s applicable standards and requirements and
4 shall include provisions for enforcement of the requirements of the Wastewater Ordinance;
5 and

6 **WHEREAS**, the City Council finds that it is in the best interest of the public health,
7 safety and welfare to authorize execution of the Pretreatment Interlocal Agreement with the
8 City of Tacoma in substantially the form of the agreement on file with the City Clerk, and
9 adopt the Industrial Pretreatment Program as set forth in Exhibit “A” attached hereto.

10 **NOW, THEREFORE, THE CITY COUNCIL FOR THE CITY OF FIRCREST**
11 **DOES HEREBY ORDAIN AS FOLLOWS:**

12 **Section 1. Authorizing Execution of Pretreatment Interlocal Agreement.**

13 The City Manager of the City of Fircrest is hereby authorized to execute the Pretreatment
14 Interlocal Agreement for and on behalf of the City, such agreement being in substantially
15 the form of the Pretreatment Interlocal Agreement on file with the City Clerk.

16 **Section 2. Posting.** That the City Clerk shall cause a copy of the Pretreatment
17 Interlocal Agreement to be posted on the City website pursuant to RCW 39.34.040.

18 **Section 3. Adopting Chapter 20.30 FMC.** Chapter 20.30 “Industrial
19 Wastewater Pretreatment Program” is hereby adopted to read as set forth in Exhibit A
20 attached hereto and incorporated herein by this reference as if fully set forth herein.


21 **Section 4. Severability.** If any section, sentence, clause or phrase of this
22 Ordinance should be held to be unconstitutional by a court of competent jurisdiction,
23 such invalidity or unconstitutionality shall not affect the validity or constitutionality of
24 any other section, sentence, clause or phrase of this Ordinance.

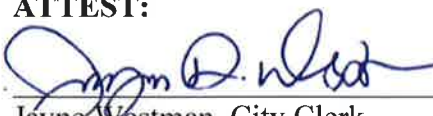
25 **Section 5. Corrections.** Upon the approval of the city attorney, the city clerk,
26 and/or the code publisher is authorized to make any necessary technical corrections to
27 this ordinance, including but not limited to the correction of scrivener’s/clerical errors,
28 references, ordinance numbering, section/subsection numbers, and any reference thereto.


29 **Section 6. Summary, Publication, and Effective Date.** This Ordinance or a
30 summary thereof consisting of the title, shall be published in the official newspaper of
the City, and shall take effect and be in full force five (5) days after its adoption and
publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF FIRCREST,
WASHINGTON, at a regular meeting thereof this 26th day of July 2022.

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APPROVED:

Brett L. Wittner, Mayor

ATTEST:

Jayne Westman, City Clerk

APPROVED AS TO FORM:

Hillary J. Evans, City Attorney

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Electronically Recorded

Pierce County, WA LPATTER
09/13/2022 3:56 PM

Pages: 20 Fee: \$0.00

Name & Return Address:

City of Tacoma - City Clerk's Office

733 Market Street, Room 11

Tacoma, WA 98402-3769

Washington State Recorder's Cover Sheet (RCW 65.04) Please print legibly or type information.**Document Title(s)** Interlocal Agreement**Grantor(s)** City of Tacoma

____ Additional Names on Page ____ of Document

Grantee(s) City of Fircrest

____ Additional Names on Page ____ of Document

Legal Description

(Abbreviated: i.e., lot, block & subdivision name or number OR section/township/range and quarter/quarter section)

Resolution Number 41020

Complete Legal Description on Page ____ of Document

Auditor's Reference Number(s)**Assessor's Property Tax Parcel/Account Number(s)****Non Standard Fee \$50.00****By signing below, you agree to pay the \$50.00 non standard fee.**

I am requesting an emergency non standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature of Party Requesting Non Standard Recording

NOTE: Do not sign above or pay additional \$50.00 fee if document meets margin/formatting requirements.

The Auditor/Recorder will rely on the information provided on this cover sheet.

Staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

INTERLOCAL AGREEMENT BETWEEN

THE CITY OF TACOMA AND

THE CITY OF FIRCREST

REGARDING INDUSTRIAL PRETREATMENT

This interlocal agreement (the “**Agreement**”) for Industrial Pretreatment is entered into this 29th day of July, 2022, by and between the City of Tacoma, a municipal corporation, operating under the laws of the state of Washington as a first-class city (hereafter “**Tacoma**”) and the City of Fircrest, a Washington municipal corporation (hereafter “**City**”); Tacoma and City may be individually referred to as “**Party**” and collectively referred to as the “**Parties**”.

RECITALS:

A. Pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act), one or more public entities may contract with one another to perform government functions or provide services, which each is by law authorized to perform. Pursuant to RCW 35A.11.040 non-charter code cities are authorized to exercise any of its powers, or perform any of its functions, jointly or in cooperation with other public agencies.

B. Pursuant to RCW 35.67.300 any city or town owning or operating its own sewer system, whenever topographic conditions shall make it feasible and whenever such existing sewer system shall be adequate therefor in view of the sewerage and drainage requirements of the property in such city or town to be served by such system, may contract with any other city or town, for the discharge into its sewer system of sewage from all or any part or parts of such other city or town, upon such terms and conditions and for such periods of time as may be deemed reasonable.

C. Tacoma is a first class charter city and owns and operates a POTW (publicly owned treatment works) under authority of RCW 35.21.210, 35.21.215, 35.67.020, and 35.92.020, Article XI, § 11 of the Washington State Constitution, and Section 4.1 of the Tacoma City Charter.

D. City is a non-charter code city and owns and operates a municipal wastewater system under authority of RCW 35A.11.020, 35A.21.150, and 35.67.020 and Article XI, § 11 of the Washington State Constitution, but does not own or operate a wastewater treatment facility.

E. Tacoma and City have previously entered into an agreement (the “Wastewater Treatment and Disposal Agreement”) dated June 24, 2014, whereby Tacoma and City established the quantity of allowable discharge of domestic and non-domestic wastewater from the City municipal wastewater system to the Tacoma POTW, charges for treatment services; and, further agreed to coordinate and plan cooperatively their

services and facilities.

F. Federal and State laws and implementing regulations regulate the collection and conveyance of wastewater to a POTW that discharges into the navigable waters of the United States and the public waters of the state of Washington under authority of the Federal Clean Water Act, codified at 33 U.S.C. § 1251 et seq. (the “CWA”), and implementing regulations, and RCW Ch. 90.48.

G. The Environmental Protection Agency has enacted regulations that establish Pretreatment Standards (See, 40 C.F.R. 403) which require that all discharges of pollutants into the waters of the United States from a POTW be prohibited in the absence of an NPDES (National Pollutant Discharge Elimination System) Permit. See, 33 U.S.C. 1311 (Section 301).

H. NPDES permits may be issued by the Federal Government, or they may be issued by state agencies that have been delegated the authority to administer their own permit programs. 33 U.S.C. §1342 (a) & (b). The State of Washington has been delegated such authority by the Environmental Protection Agency and has issued NPDES Permits to Tacoma for discharges into waters of the United States and waters of the State.

I. The State Department of Ecology (“Ecology”) manages a waste disposal permit (industrial wastewater discharge permit) program authorized pursuant to RCW 90.48.160 - 200. These statutes require any person who conducts a commercial or industrial operation of any type resulting in disposal of wastewater into a POTW discharging into waters of the state to obtain an industrial wastewater permit, unless a permit exemption applies (See WAC 173-216-050).

J. Ecology has adopted regulations codified at WAC Ch. 173-208 that establish the program requirements applicable to cities, like Tacoma, that seek authorization to issue industrial wastewater discharge permits. The program requirements include the obligation that the permit program adheres to the state or federal pretreatment standards and requirements.

K. Tacoma has been delegated the authority to permit and accept commercial/industrial wastewater discharges from all contributing sources, users and facilities pursuant to Washington State Department of Ecology Order No. DE 94WQ-S358.

L. Tacoma is required to implement and enforce a POTW pretreatment program to regulate and control wastewater discharges from commercial/industrial sources, users and facilities that discharge directly or indirectly to such POTW, pursuant to the requirements of the CWA and the regulations promulgated thereunder (40 CFR Part 403) and Chapter 90.48 RCW and the regulations promulgated thereunder. Such authority may be contained within statutes, ordinances, or a series of contracts or joint powers agreements, which Tacoma is authorized to enact, enter into or implement, and

which are authorized by state law.

M. Commercial/industrial sources, users and facilities located in City either currently contribute, or may in the future contribute, process wastewater discharges to the City municipal wastewater system which are discharged to Tacoma's POTW. At the time of the execution of this Agreement, there are no known industrial users in the City.

N. Food service establishments have the potential to discharge floatable or settleable material to Tacoma's POTW which may be harmful to, or cause obstruction in, the POTW or cause or contribute to pass through or interference.

O. In order to continue to provide services to City, Tacoma must ensure that processed wastewater contributed from industrial sources, users or facilities located in City and food service establishments located in City meet or exceed the standards and requirements prescribed in Tacoma's pretreatment ordinance, Tacoma Municipal Code Chapter 12.08C (hereafter "TMC 12.08C"), Tacoma's pretreatment program approved pursuant to Department of Ecology Order No. DE 94WQ-S358, and the NPDES Permit No. WA0037087, condition S6, and such same or similar condition as may be required in a future NPDES permit issued to Tacoma.

P. NPDES Permit No. WA0037087 and Permit No. WA0037214, condition S6 requires, among other things, that Tacoma establish, where necessary, contracts or legally binding agreements with contributing jurisdictions to ensure compliance with applicable pretreatment requirements by commercial or industrial users within these jurisdictions. Condition S6 requires that these contracts or agreements shall identify the agency responsible for the various implementation and enforcement activities to be performed in the contributing jurisdiction, and the specific roles, responsibilities, and pretreatment activities of each jurisdiction.

Q. The Parties acknowledge and agree that it is necessary to enter into this Agreement to conform to the foregoing requirements and authorities, and that, in particular in this Agreement, City agrees to adopt a pretreatment ordinance and related enforcement ordinance that subjects the commercial/industrial users within its boundaries to the necessary pretreatment controls, and by this Agreement, delegates to Tacoma as lead agency, the authority of the City, to implement and enforce that pretreatment ordinance.

R. It is in the best interests of the Parties of this Agreement and in the interest of the public health, safety and welfare of the area served by the Parties that this Agreement be executed.

AGREEMENT

Pursuant to RCW Ch. 39.34 and RCW 35.67.020, and in consideration of the terms, conditions, covenants and performances contained herein, as well as the attached exhibits, which are incorporated and made a part, hereof, the Parties agree as follows:

SECTION 1. RECITALS ADOPTED

The recitals set forth above are hereby adopted as the factual and legal basis for this Agreement.

SECTION 2. INTENT; PURPOSE

A. City desires to continue to discharge Wastewater to the Tacoma POTW as set forth in the Wastewater Treatment and Disposal Agreement, as may be amended, or any successor agreement that may be agreed to by the Parties. The Parties acknowledge and agree that City, as a condition of discharging to the Tacoma POTW, must establish, implement and enforce a pretreatment program for industrial users that conforms to applicable federal and state laws and regulations and to Tacoma's pretreatment standards and requirements, as amended from time to time. City further desires that the City of Tacoma be and remain the control authority for issuance and enforcement of all industrial wastewater discharge permits within the corporate boundaries of the City and that Tacoma take responsibility as lead agency for implementation and enforcement of the pretreatment program in the City. City acknowledges and understands that Tacoma has adopted a pretreatment program codified at Chapter 12.08C of the Tacoma Municipal Code. Chapter 12.08C contains substantive requirements intended to conform to requirements under applicable laws and regulations made applicable to all permittees under the industrial wastewater discharge permits issued by Tacoma as control authority. City acknowledges and understands that City shall adopt pretreatment standards and requirements that are substantively the same as those adopted by Tacoma.

B. The Parties intend that this Agreement will operate to meet and satisfy Tacoma's obligations, pursuant to the requirements of the CWA (33 U.S.C. §1251 *et seq*) and the regulations promulgated thereunder (40 CFR Part 403) and Chapter 90.48 RCW and the regulations promulgated thereunder, to implement and enforce a POTW pretreatment program to regulate and control wastewater discharges from commercial/industrial sources, users and facilities that contribute process wastewater discharges to the City municipal wastewater system which are then discharged to the Tacoma POTW or that contribute non-domestic wastewater that has the potential to be harmful to, or cause obstruction in, the POTW or cause or contribute to pass through or interference.

C. The Parties intend that this Agreement will establish the roles and responsibilities of Tacoma and City for adoption, maintenance and enforcement of commercial/industrial pretreatment standards; for the user identification and permitting process; and for

inspection, sampling, records management, enforcement and other aspects of implementation and delivery of Tacoma's pretreatment program.

D. The Parties intend that City and Tacoma shall jointly exercise certain regulatory powers as set forth herein, with Tacoma acting on behalf of City as lead agency for implementation and enforcement of pretreatment regulations and as control authority for issuance of industrial wastewater discharge permits, within the corporate boundaries of City. This Agreement shall therefore operate to delegate to Tacoma, as lead agency and on behalf of the City, all lawful power and authority necessary to enforce compliance with City ordinances and regulations governing pretreatment standards and requirements and discharges into the City municipal wastewater system which are then discharged to the Tacoma POTW and establish Tacoma as the control authority for purposes of issuance of industrial wastewater discharge permits.

SECTION 3. DEFINITIONS

In construing all provisions of this Agreement, when not inconsistent with the context, the following terms, phrases, words and their derivations where capitalized shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. If specific provisions of law, code, regulation or rule referred to herein be renumbered or amended, then the reference shall be read to refer to the renumbered and/or amended provision. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. Any terms not defined in this Agreement shall have the definitions as given in the most current version of Tacoma's Municipal Code Chapter 12.08C (TMC Ch. 12.08C). Any terms not defined in this Agreement or TMC Ch. 12.08C, shall have the same meaning as those terms are given in the most current version of WAC 173-208-040. Any terms not defined in this Agreement or TMC Ch. 12.08C, or WAC 173-208-040 (Definitions), shall have the same meaning as those terms are given in the most current version of 40 C.F.R. 403.3 (Definitions). Words not otherwise defined, shall be given their common and ordinary meaning.

A. Control Document. An industrial wastewater discharge permit or any other formal written discharge authorization or prohibition issued by Tacoma, City or Washington State Department of Ecology.

B. Effective Date. The effective date of this Agreement shall be the date set forth above, and if no date is set forth above, the last date entered below by the executive signatories hereto.

C. City municipal wastewater system. The devices and systems owned or operated by City and used in the collection, storage and conveyance of wastewater.

D. Service Area. Property within the corporate boundaries of the City which discharges wastewater to the Municipal Sanitary Sewer System.

E. TMC. The Tacoma Municipal Code.

SECTION 4. PRETREATMENT PROGRAM AUTHORITY AND STANDARDS

A. Tacoma's Delegated POTW Pretreatment Program Authority. Tacoma owns and operates a POTW and has been delegated the authority to permit and accept industrial wastewater discharges from all industrial sources, users and facilities, pursuant to Washington State Department of Ecology Order No. DE 94-WQ-S358. Tacoma is currently the control authority over the POTW pretreatment program governing direct and indirect discharges to its POTW pursuant to this delegation from the Department of Ecology.

B. Tacoma's Adopted Pretreatment Ordinance. Tacoma has adopted an ordinance codified at TMC Ch. 12.08C which establishes a POTW pretreatment program for the regulation and permitting of users and the enforcement of pretreatment standards and requirements which meet federal, state and local water quality standards for users.

C. City's Adopted Pretreatment Ordinance.

1. City shall adopt an ordinance (the "**Pretreatment Ordinance**") establishing and implementing wastewater pretreatment standards and pretreatment requirements that are no less stringent and are as broad in scope as Tacoma's applicable pretreatment standards and pretreatment requirements as set forth in TMC Ch. 12.08C. The pretreatment ordinance will be enforceable as to all commercial/industrial users located in City's service area and shall include provisions for enforcement of industrial wastewater discharge permits issued by Tacoma to commercial/industrial users within the service area. The pretreatment ordinance shall include enforcement provisions consistent with the authority granted to Tacoma pursuant to TMC Ch. 1.82 and TMC Ch. 1.84.

2. City shall forward to Tacoma for review a draft of its proposed pretreatment ordinance within ninety (90) days of the effective date of this Agreement. Tacoma shall review the pretreatment ordinance for conformance with applicable requirements of this Agreement and approve the pretreatment ordinance, or disapprove the draft pretreatment ordinance and provide comments to City explaining the deficiencies resulting in disapproval. The Parties will act diligently to review and revise the draft pretreatment ordinance, and seek regulatory review and approval by other public agencies to the extent required. Upon review and final approval by Tacoma of the pretreatment ordinance, City will seek approval of the same by its City Council.

D. Amendment of City's Adopted Pretreatment Ordinance. Upon notification of adoption of any amendments made to TMC Ch. 12.08C, or any related enforcement provisions of the TMC, City shall, within 120 days, incorporate such revisions, modifications or amendments into the pretreatment ordinance and any other City sewer

use/pretreatment resolution, to the extent that the TMC Ch. 12.08C revision, modification or amendment significantly revises, modifies or amends City's pretreatment ordinance. City agrees that any amendments made to the pretreatment ordinance shall first be submitted to Tacoma for its review for compliance with this Agreement and that it shall not adopt any amendments to its pretreatment ordinance that would violate the provisions of this Agreement.

E. Pollutant Specific Local Limits. Contemporaneous with the adoption of the pretreatment ordinance, City will adopt pollutant specific local limits, which address at least the same pollutant parameters and are at least as stringent as the local limits enacted by Tacoma. If Tacoma makes any revisions or additions to its local limits, Tacoma will forward to City a copy of such revisions or additions within thirty (30) days of enactment thereof. City will adopt any such revisions or additions within 120 days of receipt thereof

SECTION 5. LEAD AGENCY AUTHORIZATION; DELEGATION OF AUTHORITY

A. Delegation of Authority. City designates Tacoma as its agent and delegates to Tacoma the full power and authority of City to implement and enforce the pretreatment ordinance, and related enforcement provisions, for and on behalf of City. Under such delegation of authority, Tacoma may take any action under the pretreatment ordinance, and related enforcement authority, that could have been taken by City, including the enforcement of the pretreatment ordinance in courts of law. Pursuant to such delegation of authority, and Tacoma's delegation of permitting authority pursuant to Ecology Order No. DE 94WQ-S358, all industrial wastewater discharge permits issued to commercial/industrial users located in the Service Area shall be issued by Tacoma as the control authority. City understands that it may be considered as an implied co-permittee under Ecology Order No. DE 94WQ-S358, or successor order.

B. Technical and Administrative Duties. Tacoma, on behalf of and as agent for City, will perform technical and administrative duties necessary to implement and enforce the pretreatment ordinance. Tacoma will: (1) update the industrial user survey; (2) issue industrial wastewater discharge permits to all industrial users in the service area required to obtain a permit; (3) conduct inspections, take enforcement action, perform sampling and analysis; (4) take all appropriate enforcement responses planned and provided for in the pretreatment ordinance and any adopted policies and procedures, including Tacoma's pretreatment enforcement response plan; and (5) perform any other technical or administrative duties the Parties deem appropriate, including those specified in Section 6 of this Agreement. In addition, Tacoma may, as agent of City, take emergency action to stop or prevent any discharge, which presents or may present an imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to cause interference, pass through, or sludge contamination.

C. Contributing Jurisdictions. Intentionally Omitted.

D. Cost Allocation. Tacoma agrees that it will be responsible for all costs incurred by Tacoma in implementing and enforcing City's pretreatment ordinance; provided that the costs of such enforcement may be recovered by Tacoma within rates and charges assessed to City pursuant to the Wastewater Treatment and Disposal Agreement, as may be amended, or a successor agreement, and such fees assessed to applicants and industrial users pursuant to the pretreatment ordinance. City agrees to adopt a rate and fee schedule consistent with the rate and fee schedule applicable to TMC 12.08C. Any fees directly assessed to applicants and users pursuant to such fee schedule shall be retained by Tacoma to recover its administrative costs. Monetary penalties assessed pursuant to administrative enforcement action taken by Tacoma on behalf of City pursuant to this Agreement, shall be collected and retained by City. Rates and fees assessed pursuant to a special approved discharge authorization or other control mechanism for a short-term discharge to the City municipal wastewater system shall be paid to and retained by Tacoma. Supplemental fees assessed and collected shall be allocated between City and Tacoma based proportionally upon each Party's response costs included in the assessment.

E. Duty of Cooperation. City agrees that it will cooperate in good faith with Tacoma in carrying out its delegated authority to implement and enforce the pretreatment ordinance.

F. Penalties; Enforcement. In the event that a criminal complaint or civil infraction notice is filed to enforce the pretreatment ordinance, City will facilitate prosecution of such criminal or civil action in a court or other hearing body with jurisdiction over such criminal complaint or civil infraction notice, and upon request of Tacoma, agree to appointment of a special prosecutor to prosecute the civil infraction or criminal complaint. In the event administrative enforcement action is taken and/or administrative penalties are assessed to enforce compliance with the pretreatment ordinance, City agrees that, after notification to the City Manager, any contested hearings shall be conducted before the Tacoma Hearing Examiner, or designee, acting as the Hearing Examiner for the City. City agrees that in any criminal, civil or administrative enforcement action, Tacoma may act as an agency representative of City.

SECTION 6. USER IDENTIFICATION

A. Categorization of Industrial Users. To identify and categorize users, City will work with Tacoma to ensure all significant industrial users are identified and tracked. This shall include methods for periodic and ongoing surveys of all commercial/industrial users, which will be processed in conformance with the pretreatment ordinance. At the time this Agreement is executed, there are no known industrial users in the City.

B. Notice to New Users. Prior to connection to the City municipal wastewater system, all new commercial/industrial users shall be informed of their responsibility to provide survey information.

C. Changes in Discharge Flow or Pollutants. When an existing significant industrial

user alters or increases its discharge in flow or pollutants characteristics by twenty percent (20%) or more, or any time it is requested by Tacoma, City will immediately require that such significant industrial user respond to a user pretreatment survey. City will forward a copy of the completed survey to Tacoma within five (5) days of receipt of the survey.

SECTION 7. PERMITTING

A. After determining that an industrial wastewater discharge permit is required, and upon receipt of a completed industrial wastewater discharge permit application, City shall consult with Tacoma's pretreatment coordinator, who will process the application in accordance with the pretreatment ordinance. Tacoma will provide copy of the draft industrial wastewater discharge permit to City for review and comments. Tacoma will be responsible for issuance of the industrial wastewater discharge permit to the significant industrial user. Representatives of City may attend any permit issuance meeting.

B. Tacoma shall forward a copy of any industrial wastewater discharge permit or industrial wastewater discharge permit renewal to City within 30 days of its issuance by Tacoma.

SECTION 8. SAMPLING

A. Tacoma shall be responsible for coordination of the discharge monitoring, sample collection and laboratory analysis for parameters with effluent limits in an industrial user's industrial wastewater discharge permit.

1. All sampling procedures will conform to procedures set out in the pretreatment ordinance.
2. No permitted industrial user shall be allowed by City to discharge industrial wastewater containing concentrations in excess of the daily or instantaneous maximum allowable discharge limits, "local limits", as stated in the pretreatment ordinance, unless authorized in writing from Tacoma's Director of Environmental Services. These limits shall apply at the point where the wastewater is discharged at end of process before mixing with domestic wastewater.
3. All concentrations for metallic substances are for "total" metal unless indicated otherwise.

SECTION 9. INSPECTIONS

A. Tacoma will perform inspections, surveillance and oversight on industrial users to determine and/or confirm compliance with applicable pretreatment standards and requirements. Tacoma will thoroughly inspect each industrial user in accordance with its approved program document and document findings and efforts to resolve deficiencies.

B. City will notify Tacoma of any pretreatment related issues discovered during normal operation and maintenance of City's municipal wastewater system.

SECTION 10. ENFORCEMENT

A. City agrees to adopt Tacoma's Pretreatment Enforcement Response Plan (ERP) as it now exists, and as may from time to time be amended, as the enforcement response plan of City applicable to enforcement of the pretreatment ordinance. Tacoma will enforce the effluent limits and conditions of an industrial wastewater discharge permit issued to an industrial user in City's Service Area and will enforce the pretreatment ordinance, in accordance with the ERP adopted by City. Responsibility for other administrative and judicial enforcement actions may be allocated between the Parties as set forth herein, and as may be further negotiated and agreed to by City and Tacoma.

B. Nothing in this Agreement shall be construed as prohibiting City's ability to take any other action or enforcement, beyond those stated in this Agreement, to the extent authorized by law.

SECTION 11. RECORDS MANAGEMENT

A. Consistent with the Public Records Act, and any other applicable public records statutes, City will allow Tacoma to inspect and copy records that are relevant to the obligations and duties of City under this Agreement for any user.

B. Tacoma will submit annually a report to Ecology specifying the commercial/industrial users surveyed in City and include a list in its annual pretreatment report. Tacoma shall make a copy of the report available to City.

SECTION 12. INTERAGENCY COMMUNICATIONS

All communications and reports in connection with this Agreement, unless otherwise noted, shall be directed to the following staff, in writing by email, facsimile, regular U.S. mail or certified mail, return-receipt requested. All notices required or permitted to be given hereunder shall be in writing, and shall be deemed effective either, (i) upon hand delivery to the person then holding the office shown on the attention line of the address below, or, if such office is vacant or no longer exists, to a person holding a comparable office, or (ii) or when delivered by a nationally recognized overnight mail delivery service, to the Party and at the address specified below, or (iii) on the third business day following its deposit with the United States Postal Service, first class and certified or registered mail, return receipt requested, postage prepaid, properly sealed and addressed as follows:

The City of Tacoma
 Environmental Services Director
 2201 Portland Avenue
 Tacoma, WA 98421

City of Fircrest
 City Clerk
 115 Ramsdell Street
 Fircrest, WA 98466

EMERGENCY SPILL REPORTING	
City of Tacoma Pretreatment Coordinator (253)502-2162	City of Fircrest Utility Billing Clerk (253) 564-8900
24HR Response (253) 502-2222	24HR Response (253) 564-8900
	WA State Department of Ecology Water Quality Engineer Southwest Regional Office PO Box 47775 Olympia, WA 98504

SECTION 13. INDEMNIFICATION.

A. To the maximum extent permitted by law, Tacoma and City shall defend, indemnify and hold harmless the other party, and its officers, officials, employees, contractors and agents, from any and all claims, demands, suits, actions, fines, penalties and liability of any kind (collectively "Liabilities"), including injuries to persons or damages to property, which arise out of or are related to any negligent acts, errors, omissions of the indemnifying party and its officers, officials, employees, contractors and agents in performing obligations under this Agreement, including by way of example and not limitation, wastewater or domestic wastewater discharged from users, disruption of treatment processes or operations, harmful degradation of sludge quality, NPDES permit violations, and other air, water and sludge quality violations caused by harmful wastes discharged from users in the service area. However, if any such damages and injuries to persons or property are caused by or result from the concurrent negligence of Tacoma or its officers, officials, employees, contractors and agents, and City or its officers, officials, employees, contractors, and agents, each Party's obligation hereunder applies only to the extent of the negligence of such party or its officers, officials, employees, contractors or agents.

B. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under Industrial Insurance, Title 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. This waiver has been mutually negotiated.

Interlocal Pretreatment Agreement
 Between Tacoma and City of Fircrest - 11

C. In the event that any suit based on such a claim, demand, suit, action, fine, penalty or liability is brought against either party, each party retains the right to participate in said suit if any principle of public law is involved.

SECTION 14. OTHER PROVISIONS

A. Entire Agreement. This Agreement contains the entire written Agreement and constitutes the final Agreement between the Parties concerning the adoption and enforcement of pretreatment standards and requirements for industrial users. This Agreement supersedes all prior discussions and previous agreements concerning such industrial discharges or pretreatment; with the exception that, this Agreement is not intended to supersede or replace the Wastewater Treatment and Disposal Agreement, as may be amended or any successor agreement. This Agreement may be amended only in writing, signed by both Parties.

B. Severability. If any word, article, section, subsection, paragraph, provision, condition, clause, sentence, or its application to any person or circumstance (collectively referred to as "Term"), shall be held to be illegal, invalid, or unconstitutional for any reason by any court or agency of competent jurisdiction, such term declared illegal, invalid or unconstitutional shall be severable and the remaining terms of the Agreement shall remain in full force and effect. In the event that such term shall be held or otherwise mutually agreed to by the Parties to be illegal, invalid, or unconstitutional, the Parties shall reform the Agreement pursuant to Subsection C of this Section 14.

C. Subsequent Action; Review and Amendment. The Parties will review this Agreement periodically to ensure compliance with the CWA, RCW Chapter 90.48, and the rules and regulations issued thereunder, Tacoma's NPDES permits, and Tacoma's approved pretreatment program. In the event that after this Agreement becomes effective, (a) there is a change in or clarification of the law, a regulation or Tacoma's Pretreatment Program which changes, narrows, broadens or clarifies the authority or obligations of the Parties with respect to any act permitted or authorized under this Agreement, or (b) the State of Washington or any agency thereof or any agency of the Federal government require the Parties to act in a manner which is inconsistent with any provisions of this Agreement, or (c) any term, article, section, subsection, paragraph, provision, condition, clause, sentence, or other portion of this Agreement, or its application to any person or circumstance, shall be held to be illegal, invalid or unconstitutional for any reason by any court or agency of competent jurisdiction, or (d) City is authorized by the United States Environmental Protection Agency and Ecology to develop and implement a delegated POTW pretreatment program, or (e) because of a change in circumstances, the Parties believe that amendments to this Agreement are necessary or appropriate, then the Parties agree to enter into good faith negotiations to amend this Agreement so as to enable the Parties to address, in a manner reasonably acceptable to Tacoma and City, such change or other development which formed the basis for the negotiations. The Parties recognize that the purpose of the negotiations

would be to preserve, to the maximum extent consistent with the law, the intent, scope and purpose of this Agreement.

D. Challenge to Delegated Authority. If a court, hearing body, or regulatory agency with authority over the City's pretreatment program, determines that the Tacoma lacks authority to enforce the City's pretreatment ordinance, the City will take whatever action is reasonably necessary to ensure the implementation and enforcement of its pretreatment ordinance against its industrial users, including, but not limited to, implementing and enforcing its pretreatment ordinance on its own behalf, and agreeing to amend this Agreement to the extent necessary and reasonable to remedy the lack of authority.

E. Further Documents. The City of Tacoma's Environmental Services Director and the City's City Manager, or their designees, are authorized to execute or furnish such documents as may be necessary to implement and consummate this Agreement and the actions, duties or responsibilities of this Agreement.

F. Term of Agreement. The term of this Agreement shall be ten (10) years, which shall renew automatically for successive one-year terms so long as the Wastewater Treatment and Disposal Agreement, as may be amended, or any successor agreement, remains effective. Upon termination of such service agreement and cessation of discharge of wastewater from any source from the City municipal wastewater system to the Tacoma POTW, this Agreement shall automatically terminate without further action by Tacoma or City.

G. Termination. Because the Agreement is necessary to ensure compliance with Tacoma's POTW pretreatment enforcement obligations under federal law, this Agreement may be terminated only if the Wastewater Treatment and Disposal Agreement, as may be amended, or any successor agreement, that obligates Tacoma to accept wastewater from City has been terminated, and only upon cessation of discharge of wastewater from the City municipal wastewater system to the Tacoma POTW.

H. Dispute Resolution. Tacoma and City shall attempt to resolve a dispute regarding this Agreement by informal negotiation, pursuant to an informal process agreed to by both Parties. If the Parties fail to agree upon an informal process within ten (10) business days of notice of a dispute, or fail to resolve the dispute through an agreed upon informal process, the Parties shall submit the dispute to mediation. Thereafter, either party may seek legal or equitable relief in the courts.

I. Jurisdiction and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Washington and relevant federal requirements. The Superior Court of Pierce County, Washington and/or the Federal District Court for Western Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

J. No Third Party Rights. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person not a party hereto, and no such person shall have any right or cause of action hereunder, except as may be otherwise provided herein. The Parties intend that the rights, obligations, and covenants in this Agreement and the collateral instruments shall be exclusively enforceable by City and Tacoma, their successors, and assigns.

K. No Joint Venture. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of the other party.

L. Attorneys' Fees and Costs. If either party incurs attorney fees, costs or other legal expenses to enforce the provisions of this Agreement against the other party, all such fees, costs and expenses shall be recoverable by the substantially prevailing party.

M. Waiver. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement, unless stated to be such through written approval of the non-breaching party and attachment of such written approval to this Agreement.

N. Interlocal Cooperation Act Compliance. This is an Agreement entered into pursuant to Chapter 39.34 RCW. Its purpose is as set forth in Section 2. Its duration is as specified in Section 14.F. Its method of termination is set forth in Section 14.G. Except as otherwise specifically provided herein, each party shall bear its own costs and control its own manner of financing and of establishing and maintaining a budget therefore. No separate entity is created and no real or personal property shall be acquired pursuant to this Agreement, which will need to be disposed of upon partial or complete termination of this Agreement.

O. Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Washington, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday in the State of Washington, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday in the State of Washington

P. Document Execution and Filing. City and Tacoma agree that there shall be three (3) duplicate originals of this Agreement procured and distributed for signature by the necessary officials of Tacoma and City. Upon execution, one executed original of this Agreement shall be retained by the Tacoma City Clerk, one shall be retained by the Tacoma Environmental Services Department, and one shall be retained by City. The Tacoma City Clerk shall cause a copy of this Agreement to be posted on the City website pursuant to RCW 39.34.040. Upon execution of the originals

and posting of a copy on Tacoma's website, each such duplicate original shall constitute an Agreement binding upon all Parties.

This Agreement may be executed in identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts, have been signed by each party and delivered to the other party. In the event that any signature is delivered by facsimile transmission or by an e-mail which contains an electronic file of an executed signature page, such signature page shall be deemed to constitute an original instrument, with the same force and effect as execution and delivery of an original, and shall create a valid and binding obligation of the party executing the Agreement.

One each of the duplicate originals shall be distributed to the designated agents of the Parties, named as follows:

City of Tacoma
 Director of Environmental Services
 2201 Portland Avenue
 Tacoma, WA 98421

City of Fircrest
 City Clerk
 115 Ramsdell Street
 Fircrest, WA 98466

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their authorized representatives.

CITY OF TACOMA:

DocuSigned by:
 By: Elizabeth A. Pauli
5EF9F48393D34A8...
 City Manager

Date: 09/13/2022

Attest:

DocuSigned by:
Doris Soum
765BE94F34094F3...
 City Clerk

Approved:

DocuSigned by:
Michael P. Slevin III, P.E.
E372914782C7487
 By: Michael P. Slevin III, P.E.
 Environmental Services Director

DocuSigned by:
Andy Cherullo
1FAFA3DA59164E9...
 By: Andy Cherullo
 Finance Director

Approved as to form:

DocuSigned by:
Chris Bacha
115CE15455AD46B...
 Chief Deputy City Attorney

DocuSigned by:
Saada Gegoux
B5484702BA044F1...
 By: Saada Gegoux
 Risk Manager

CITY OF FIRCREST:

By: [Signature]
 Title: City Manager

Date: 7/29/2022

Attest:

[Signature]
 Jayne Westman, City Clerk

Approved as to form:

[Signature]
 Hillary J. Evans, City Attorney



Req. #22-0899

RESOLUTION NO. 41020

1 A RESOLUTION relating to wastewater; authorizing the execution of an
2 Interlocal Agreement with the City of Fircrest to implement and enforce a
3 pretreatment program to regulate and control wastewater discharges
from commercial/industrial sources within the City of Fircrest.

4 WHEREAS the City and the City of Fircrest ("Fircrest") previously
5 entered into the Wastewater Treatment and Disposal Agreement ("Agreement")
6 dated June 24, 2014, where they established the quantity of allowable
7 discharge of domestic and non-domestic wastewater, charges for treatment
8 services, and agreed to coordinate and plan cooperatively their services and
9 facilities, and
10

11 WHEREAS one of the requirements of the Agreement was that the City
12 and Fircrest enter into a pretreatment Interlocal Agreement that meets the
13 requirements of the City's delegated wastewater discharge program, and
14

15 WHEREAS the proposed Interlocal Agreement will require Fircrest to adopt
16 a pretreatment ordinance that is substantially the same as the City's pretreatment
17 ordinance codified in the Tacoma Municipal Code Chapter 12.08.C, and delegates
18 the City the authority to enforce the Fircrest pretreatment ordinance and program;
19 the Fircrest City Council has taken action to approve the Interlocal Agreement and
20 has adopted the pretreatment ordinance, and
21

22 WHEREAS commercial/industrial sources, users and facilities in Fircrest
23 either currently contribute to, or may in the future contribute to, process
24 wastewater discharges to the Fircrest municipal wastewater system, which are
25 discharged to the City's Publicly Owned Treatment Works, and
26



1 WHEREAS at the time of the anticipated execution of this Interlocal
2 Agreement, there are no known significant industrial users in Fircrest that have
3 been permitted under the City's pretreatment program, and
4

5 WHEREAS it is in the best interests of the parties of this Interlocal
6 Agreement, and in the interest of the public health, safety and welfare of the
7 area served by the parties that this Interlocal Agreement be executed; Now,
8 Therefore,
9

10 BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

11 Section 1. That the proper officers of the City are hereby authorized to
12 enter into an Interlocal Agreement with the City of Fircrest, to implement and
13 enforce a pretreatment program to regulate and control wastewater discharges
14 from commercial/industrial sources within the City of Fircrest, said Interlocal
15 Agreement to be substantially in the form of the document on file in the office of
16 the City Clerk.
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26



1 Section 2. That the City Manager, or designee, is hereby authorized to
 2 take and execute any additional measures or documents that may be
 3 necessary to complete this transaction which are consistent with the approved
 4 form of documents referenced by this Resolution and the intent of this
 5 Resolution.
 6 Resolution.

7 Adopted August 30, 2022

9 *M. Woodard*
 10 Mayor

11 Attest:

12 *Doris Soum*
 13 City Clerk

14 Approved as to form:

15 *Christopher O'Neil*
 16 Chief Deputy City Attorney

MISCELLANEOUS PROVISIONS**12.08C.1300 Severability.**

If any portion of this chapter, as now or hereafter amended, or its application to any person or circumstances, is held invalid, unenforceable or unconstitutional, such adjudication shall not affect the validity of this chapter, as now or hereafter amended, or any section, provision or part hereof or thereof not adjudicated to be invalid, unenforceable or unconstitutional, and its application to other persons or circumstances shall not be affected.

(Ord. 28761 Ex. C; passed May 25, 2021)

12.08C.1310 Electronic records

The City of Tacoma Industrial Pretreatment Program accepts electronic documents and signatures using a system compliant with 40 CFR Part 3 (Cross-Media Electronic Reporting). Users that are required to send electronic documents and signatures to the City to satisfy the requirements of this Subchapter must submit a signed subscriber agreement to the City for approval, and register online for the reporting service that the City has available. Users will have the opportunity, at the time of signing the subscriber agreement, to review the content or meaning of the subscriber agreement and the provisions of this Subchapter.

(Ord. 28955 Ex. A; passed Feb. 6, 2024)

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: Alameda Avenue West Sidewalk Project Professional Services Agreement

ITEM: 13C

DATE: March 25, 2025

FROM: Tyler Bemis, Public Works Director

RECOMMENDED MOTION: I move to adopt Resolution No. ____, authorizing the City Manager to enter into a Professional Services Agreement with PSOMAS for design and engineering services for the Alameda Avenue West Sidewalk Project.

PROPOSAL: The Council is being asked to authorize the City Manager to enter into a professional services agreement with PSOMAS for design and engineering services for the Alameda Avenue West Sidewalk Project from Cypress Point to Emerson Street. This project will complete pedestrian connectivity between existing sidewalks, improving accessibility and safety. Key elements of this project include American Disabilities Act (ADA) compliant sidewalks and ramps, stormwater improvements, and a shared-use bike lane.

FISCAL IMPACT: This project is funded by the Transportation Improvement Board (TIB). The engineering design cost is estimated at \$91,936, with no tax required for roadway projects. TIB will cover 85% of eligible costs for the entire project up to \$472,555, requiring a maximum City contribution of \$83,392. This will be funded through a Real Estate Excise Tax (REET 2) transfer to the Streets Capital budget.

ADVANTAGE: The project enhances pedestrian safety and ADA accessibility, completes a critical sidewalk connection, and aligns with Council and staff priorities for infrastructure improvements.

DISADVANTAGES: None.

ALTERNATIVES: Identify future internal funds to cover the design and construction of this project, though this is not financially feasible.

HISTORY: The west side of Alameda Avenue between Cypress Point and Emerson Street is currently gravel, creating accessibility challenges. PW Director Bemis is currently coordinating with the City of University Place to design sidewalks along 44th Street (Alameda Ave. to 67th Ave. West). Additionally, staff will continue pursuing grant opportunities to design and construct sidewalks on the east side of Alameda Avenue (44th Street West to Rosewood Lane).

This project is part of the City's 6-year Transportation Improvement Plan (TIP).

ATTACHMENTS: [Resolution](#)
[Professional Services Agreement](#)
[Exhibit A – Scope of Work](#)
[Exhibit B – Cost Computations](#)

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE CITY
MANAGER TO EXECUTE A PROFESSIONAL SERVICES
AGREEMENT WITH PSOMAS FOR DESIGN AND
ENGINEERING SERVICES FOR THE ALAMEDA AVENUE WEST
SIDEWALK PROJECT.**

WHEREAS, the City of Fircrest (“City”) was awarded a Washington State Transportation Improvement Board cost-sharing grant for the Alameda Avenue West Sidewalk Project; and

WHEREAS, the City has identified the Alameda Avenue West Sidewalk Project in the City’s Six-Year Transportation Improvement Plan; and

WHEREAS, the City desires to enter into a professional services agreement with PSOMAS for design and engineering services for the Alameda Avenue West Sidewalk Project.

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

Section 1. The City Manager is hereby authorized and directed to execute a professional services agreement with PSOMAS for design and engineering services for the Alameda Avenue West Sidewalk Project in the amount of \$91,936.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this 25th day of March 2025.

APPROVED:

Shannon Reynolds, Mayor

ATTEST:

Arlette Burkhardt, City Clerk

APPROVED AS TO FORM:

Joanna Eide, City Attorney

**CITY OF FIRCREST
PROFESSIONAL SERVICES AGREEMENT
ALAMEDA AVENUE WEST SIDEWALK PROJECT**

THIS PROFESSIONAL SERVICES AGREEMENT, hereinafter referred to as "Agreement," is entered into this 25th day of March 2025 by and between the City of Fircrest, a political subdivision of the State of Washington, hereinafter referred to as the "City" and PSOMAS, hereinafter referred to as "Consultant," 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.** The Consultant is retained by the City to perform design and engineering services in connection with the project designated as the Alameda Avenue West Sidewalk Project, hereinafter referred to as "Project."
2. **SCOPE OF SERVICES.** The Consultant agrees to perform in a good and professional manner the tasks described in Exhibit A - Scope of Work, attached hereto and incorporated herein by this reference. The Consultant agrees to perform the services, including the provision of all labor, materials, equipment, and supplies as identified in Exhibit A. The Consultant shall perform the services as an independent contractor and shall not be deemed, by virtue of this Agreement and the performance thereof, to have entered into any partnership, joint venture, employment, or other relationship with the City.
3. **TERMS OF AGREEMENT.** Notwithstanding the date of execution hereof, this Agreement shall be in full force and effect for a period commencing March 25, 2025, and ending upon completion of construction. Either party may terminate this Agreement upon thirty (30) day's written notice to the other party.
4. **PAYMENT.** Upon receipt of an invoice from the Consultant, 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 (if required) the "Statement of Intent to Pay Prevailing Wages" that was filed with the State of Washington Department of Labor and Industries. Each voucher claim submitted by a consultant for payment on a project estimate must state that the prevailing wages have been paid. Following the final acceptance of the public works project, the Consultant is required to submit an "Affidavit of Wages Paid" before final funds are released to the Consultant.

The total cost for services shall not exceed \$91,936.00 without written modification of this Agreement signed by the City. Tax is not applicable to Public Works roadway projects.
5. **ASSIGNMENT.** The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.
6. **COMPLIANCE WITH CITY POLICY.** The Consultant 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 provisions of this agreement to the extent not inconsistent herewith.
7. **COMPLIANCE WITH LAWS.** The Consultant shall be duly licensed and shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments. Per [Fircrest Municipal Code](#)

[5.04.020](#), the Consultant agrees to obtain a City of Fircrest business license prior to performing any work pursuant to this Agreement.

8. **CONFIDENTIALITY OF INFORMATION.** All information and data furnished to the Consultant by the City, and all other documents to which the Consultant's employees have access during the term of the Agreement, shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.
9. **CONSULTANT'S REPRESENTATIONS.** The Consultant hereby represents that it has all necessary licenses and certifications to perform the services provided for herein and is qualified to perform such services.
10. **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.
11. **DELAYS AND EXTENSIONS OF TIME.** If the Consultant is delayed at any time in the progress of providing services covered by this Agreement by any causes beyond the Consultant's control, the time for performance may be extended by such time as shall be mutually agreed upon by the Consultant and the City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City.

12. HOLD HARMLESS, DEFENSE, AND INDEMNITY.

- A. **Consultant Indemnification.** Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from claims, injuries, damages, losses, or suits, including attorney fees, arising out of, in connection with, or incident to any negligent or intentional acts, errors or omissions, or conduct of the Consultant (or its employees, agents, representatives, subcontractors, or subconsultants) in the performance of this Agreement, whether such claims sound in contract, tort, or other legal theory, except for injuries and damages caused by the sole negligence of the City. The Consultant's duty to defend and indemnify pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Consultant.

Should a court of competent jurisdiction determine that this Agreement is subject to [RCW 4.24.115](#), then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, [Title 51 RCW](#), solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. As used in this Section, "City" includes the City, the City officers, employees, agents, and representatives. If, and to the extent, Consultant employs or engages subcontractors or subconsultants, then Consultant shall ensure that each such subcontractor and subconsultant (and subsequent tiers of subcontractors and subconsultants) shall expressly agree to defend and indemnify the City to the extent and on the same terms and conditions as the Consultant pursuant to this section. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

- B. **Industrial Insurance Act Waiver.** It is specifically and expressly understood that the Consultant waives any immunity that may be granted to it under the Washington State Industrial Insurance

Act, [Title 51 RCW](#), solely for the purposes of this indemnification. Consultant's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation, or benefits payable to or by any third party under workers' compensation acts, disability benefit acts, or any other benefits acts or programs. The Parties acknowledge that they have mutually negotiated this waiver.

- C. **Survival.** The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

- 13. INSURANCE.** The Consultant will obtain and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the Consultant's liability to the coverage provided by such insurance or otherwise limit the City's recourse to any remedy available at law or in equity. The Consultant shall maintain at least the following minimum insurance coverage covering all activity under this agreement, and as to which the City shall be named as primary non-contributory additional insured on the Liability insurance:

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

A Certificate of Insurance showing the foregoing will be submitted to the City for approval 14 days before work commences.

The minimum limits above do not limit the Consultant's liability to the City or the public.

- 14. INTEGRATED AGREEMENT.** This agreement, together with attachments or addenda, represents the entire and integrated agreement between the representations or agreements, written or oral. This agreement may be amended only by a written instrument signed by both the City and the Consultant.
- 15. NON-DISCRIMINATION.** The Consultant agrees not to discriminate against any customer, employee, or applicant for employment, subcontractor, supplier, or materialman, because of race, religion, creed, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, or the presence of any sensory, mental, or physical disability, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any service for the City now or in the future.
- 16. NON-WAIVER.** A waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provisions.
- 17. NOTICES.** Except for routine, operational communications, which may be delivered personally or transmitted by electronic mail, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

<i>Notice to the City of Fircrest shall be sent to:</i>	<i>Notice to the Consultant shall be sent to:</i>
City of Fircrest Attn: Tyler Bemis 115 Ramsdell Street Fircrest, WA 98466 Phone: 253-564-8900 E-Mail: publicworks@cityoffircrest.net	PSOMAS Attn: Randall DeJarlais 2502 Jefferson Avenue Tacoma, WA 98402 Phone: 253-627-0720 E-Mail: randall.dejarlais@psomas.com

18. OWNERSHIP, FORM, AND USE OF DOCUMENTS. All documents, drawings, specifications, and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City, whether the project for which they are made is executed or not. Except as otherwise stated in Exhibit A, the Consultant shall provide the City with all final documents, reports, or studies in printed and electronic form. Unless otherwise directed in writing by City, all final documents, reports, or studies shall be provided to City in both a PDF and Word format. Where applicable, all Complete Plan Set Drawings shall include all Specifications and shall be submitted to the City in the most updated version of AutoCAD in an unrestricted format and in accordance with the City Code. The Consultant shall not be responsible for any use or modifications of said documents, drawings, specifications, or other materials by the City or its representatives for any purpose other than the project specified in this Agreement.

19. PERFORMANCE AND STANDARDS. The Consultant shall perform its work to conform to generally accepted professional standards. Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and coordination of all plans, designs, drawings, and specifications prepared under this Agreement. The Consultant shall, without additional compensation, correct or reverse any errors or omissions in such work. The City has a right to withhold a part or all of the monthly payments if, in the judgment of the City, the Consultant has not performed or has unsatisfactorily performed any of the services outlined in this contract, provided that the City shall promptly notify the Consultant in writing of the specific items of non-performance or unsatisfactory performance. It is further provided that any such payments withheld shall reasonably relate to the estimated value of the work not performed.

20. PREVAILING WAGES. Prevailing wages are not required for this Agreement.

21. RECORDKEEPING. The Consultant shall maintain accounts, records, and documents related to the performance of this Agreement and shall make them available for the City's inspection, auditing, or evaluation during normal business hours as reasonably needed by the City to assess performance, compliance, and quality assurance under this Agreement.

The Consultant acknowledges that all records created or used by the Consultant in the performance of this Agreement may be subject to the Public Records Act, [RCW 42.46](#). Except as otherwise authorized by the City, the Consultant shall retain such records for a period of seven (7) years after receipt of the final payment under this Agreement or termination of this Agreement. "Record" includes but is not limited to all written and electronic documents, photographs, drawings, and maps.

22. SAFETY REQUIREMENT. All work performed under the terms of this agreement shall be performed in a manner that provides maximum safety to the public and employees of the City of Fircrest.

23. SEVERABLE PROVISIONS. Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement, which remains in full force and effect.

24. STATUS OF CONSULTANT. Neither the Consultant nor personnel employed by the Consultant shall acquire any rights or status in City employment, nor shall they be deemed employees or agents of the City for any purpose. The Consultant shall be deemed an independent contractor and shall be responsible in full for payment of its employees, including prevailing wages, worker's compensation, insurance, payroll deductions, and all related costs.

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

26. TERMINATION. If the Consultant violates any of the covenants undertaken herein or any of the duties imposed upon it by the Agreement, this Agreement may be terminated by either party immediately with cause. Alternatively, either Party may terminate this Agreement without cause upon thirty (30) days' written notice, served to the other Party by certified mail. In such a case, the Consultant shall be compensated by the City for all work performed to the date of termination. In the event of termination, all finished and unfinished work prepared by the Consultant pursuant to this Agreement shall be provided to the City.

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

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

CITY OF FIRCREST

PSOMAS

By: _____
Dawn Masko, City Manager

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
Joanna M. Eide, City Attorney

By: _____
Arlette Burkhardt, City Clerk

EXHIBIT A

City of Fircrest Alameda Avenue West Sidewalks Extension Project Cypress Point to Emerson Street

Psomas Scope of Work March 2025

INTRODUCTION

A. PROJECT UNDERSTANDING:

The following Scope of Work outlines the effort required to complete Plans, Specifications, and Estimates for the Alameda Avenue West Sidewalks Extension Project. Planned improvements include construction of approximately 675 linear feet of continuous traffic curb and gutter and sidewalk along the west side of Alameda Avenue between existing sidewalk end points at the Cypress Point driveway entrance, north to an existing curb ramp at the southwest corner of Emerson Street. Between the back of curb and sidewalk there will be a 5' wide planter area, consisting of 4' of landscaped area and 1' of choker course gravel. The sidewalk section will be installed as dense concrete over a ballast course that can accept surface runoff via the choker course and provide on-site infiltration. Existing driveways within the project limits will be replaced with dense concrete aprons and HMA driveway patches. Some minor storm drain improvements within the roadway will be included as part of this project.

B. ASSUMPTIONS:

The following assumptions were made to establish a scope and budget for this project:

- Traffic curb and gutter will be installed along the west side of the road, with proposed flowline located approximately at the edge of existing pavement. A 3' wide pavement patch will be necessary for tie in. This will create no new pollution generating hard surface within the roadway.
- Sidewalk improvements are as follows:
 - Provide a 5-foot dense concrete sidewalk separated by 5-foot planter strip where sufficient space is available. If insufficient space is available the planter strip will be narrowed as required.
 - The project will tie into existing sidewalks at the south and north termini of the project.
 - Stormwater on-site mitigation requirements will be met through ballasted sidewalk BMPs similar to that which was used on Emerson Street.
- No dedicated bicycle facilities will be designed within the project limits, however it is the City's intent that the southbound lane be striped as a Sharrow lane.
- Site soil conditions will allow for on-site stormwater infiltration, however pilot infiltration testing (PIT) will be necessary to confirm design infiltration rates. The City will support PIT efforts by providing necessary resources.
- Stormwater engineering will be necessary to confirm applicability of minimum requirements based on new and replaced hard surface areas and further analysis to size ballast course layer under sidewalk.

EXHIBIT A-1

- The City of Fircrest is currently using the 2019 Department of Ecology Stormwater Management Manual for Western Washington.
- A cultural resources assessment will be required to meet compliance with DAHP Section 106.
- Existing utility lids within the proposed sidewalk limits will be adjusted to grade and replaced with a non-slip ADA compliant options, if necessary.
- Right-of-way or easement acquisition will not be required. All proposed improvements will be installed within existing right-of-way.
- Right-of-way will be calculated within the project limits using available surveys. Property lines will be shown as GIS.
- Plans will be developed using AutoCAD 2024 Civil 3D using Psomas' drafting standards.
- Special Provisions will be developed based on the 2025 WSDOT Standard Specifications and/or local agency (APWA) General Special Provisions (GSPs).
- Storm improvements within the project are limited to installation of catch basins in-line with existing storm drain system on the west side of the road, to drain low points. Improvements to potable water and sanitary sewer are not part of this Scope of Work.
- Traffic Control Plans will not be developed under this Scope of Work.
- The City will be responsible for all permit fees.
- Construction Stormwater General Permit will not be required.
- Contract documents will be submitted to the Transportation Improvement Board (TIB) for review and approval.
- The City will be the main contact for stakeholder groups associated with the project; no public involvement process will be required.

The following Scope of Work describes the effort required to complete the above-described improvements:

SCOPE OF WORK

Task 1 – Management/Coordination/Administration

This task covers the effort required to manage the contract and to ensure that the project meets the client's expectations for schedule, budget, and quality of product. This Scope of Work assumes a 6 Month contract duration:

- 1.1 Provide project administrative services, including:
 - Project set-up and execute agreement
 - Execution of subconsultant agreements
 - Preparation of monthly progress reports and invoices
 - Maintaining project files
 - Record keeping and project closeout
- 1.2 Provide project management services, including:
 - Project staff management and coordination
 - Subconsultant management and coordination
 - Prepare and update project schedule

EXHIBIT A-1

- Schedule and budget monitoring
 - Coordination with TIB for final review and approval
- 1.3 Provide Quality Assurance and Quality Control Reviews:
- Provide senior-level review of all submittals
 - Provide constructability review of 90% submittal

Task 1 Deliverables:

- Monthly invoices (6 months)
- Meeting notes for Consultant/City Meeting (2 meetings)
- QA/QC Documentation

Task 2 –Survey and Basemapping

Effort under this task includes the anticipated work necessary to develop a basemap for sidewalk design. It is anticipated that the following effort will be required:

- 2.1 Survey Control: Existing monuments will be located and horizontal and vertical control points set, which will be used for mapping and control during construction.
- 2.2 Topographic mapping – the following items will be picked up during field survey:
- Westernmost half of Alameda Avenue from west right-of-way line to crown of roadway, for the length from Cypress Pt driveway entrance to Emerson St including:
 - Driveway pavement to estimated 5' beyond right-of-way.
 - Surface features to include utility poles, vaults, junction boxes, transformers, mailboxes, fences, landscape appurtenances, ground cover types, etc.
 - Catch basin rim elevations, with measure downs to invert elevations.
 - Detailed survey will be completed at the southern limits to include 20' of existing sidewalk south of the driveway to Cypress Point and at the northern limits, the south wing of the intersection's curb ramp.
- 2.3 Underground Utility Survey: Underground utilities within the project limits will be surface located by sub-contractors and provided as paint lines. Psomas survey staff will pick up the locations of these paint lines and they will be transferred into the basemap.
- 2.4 Develop Basemap: The above information will be combined into a design base map prepared in AutoCAD 2024 using Psomas' drafting standards.
- 2.5 Right-of-Way Determination: Psomas will calculate the existing western edge of public right-of-way along the corridor.

EXHIBIT A-1

Task 2 Deliverables:

- Electronic basemap showing utility locations, surface features, and contours at 1-foot intervals (where detailed survey is conducted).

Task 2 Assumptions:

- The base map will consist of aerial imagery augmented with survey information as specified above. The survey information portion of the base map will be prepared in AutoCAD 2024 using Psomas' drafting standards.
- Property corners and line stakes or hubs will not be set as part of this scope.
- Right-of-way will be calculated from publicly available information.
- Basemap will be prepared in AutoCAD 2024 using Psomas' drafting standards.
- Utility locating and marking of franchise utilities will be completed through sub-contractor, not One-Call.
- Title Reports will not be needed.
- Rim elevations of stormwater structures will be located, dips will be performed.

Task 3 – Preliminary Design (30%)

Efforts under this task include the anticipated work necessary to develop a preliminary design for the sidewalk improvements. This includes the effort to conduct a field walk with City staff to determine specific improvements for the project. Using this information, Psomas will develop 30% plans for review that will include the following:

- 3.1 Initial Field Review with City: The Consultant shall attend one (1) field walk with City Staff. Assume two (2) consultant staff for one (1) field meeting. During the field walk, the following will be confirmed:
 - Verification of the project extents
 - Horizontal location of sidewalk
 - Discussion of driveways location/type/width
 - Stormwater inlet spacing
 - Other proposed improvements as requested by the City staff
- 3.2 Field Design: Based on information obtained from the field review with the City, the Consultant will incorporate this information into the base map and the 30% Design.
- 3.3 30% Design Plans consisting of:
 - Horizontal location of the various improvement and restoration elements including, planters, sidewalk, driveways and landscaping.
 - Horizontal location of proposed storm facilities.

EXHIBIT A-1

Title	Number
Cover Sheet	1
Legend, Abbreviations, Alignment & Survey Control	1
Typical Sections/Details	1
Sidewalk & Stormwater Plans (Plan/Profile)	2
Driveway Layouts (Horizontal)	2
TOTAL	7

- 3.4 Design Review meeting: The consultant shall attend a design review meeting to review City comments from the 30% Design Submittal. Assume two (2) Consultant staff for one (1) meeting. Plans will be submitted for review 1 week prior to the meeting.

Task 3 Deliverables:

- 30% Design Plans (PDF 11x17)
- Preliminary Construction Cost estimate (PDF)
- City review meeting agenda and minutes (PDF)
- Utility letters (up to 6) to purveyors describing the nature of the project and requesting independent verification of ownership of systems within the project limits, record drawings, and conflict review. Some additional coordination may be required.

Task 3 Assumptions:

- City staff present at project field review and design review meetings will have the authority to make decisions and provide direction regarding critical project elements.
- Design details such as horizontal layout of traffic curb and gutter, planter strip, sidewalk, lane widths, driveway widths/locations/type, etc. will be thoroughly reviewed by the City during the 30% Design Review. Following the 30% Design Review meeting, these design details will be considered settled and will not be revised in a major way, unless additional design funding is secured.

Task 4 – Infiltration Testing and Storm Water Design

This task includes the soils and stormwater analysis and design tasks necessary to support the final design of the sidewalk improvements. Infiltration testing will be completed by sub-consultant Sage Geotechnical; Psomas' efforts for infiltration testing are limited to mapping support and review of technical memoranda. See attached Scope of Work and Fee, Exhibit C-1. Stormwater design will address the requirements of the Department of Ecology's 2019 Stormwater Management Manual for Western Washington (SWMMWW), as adopted by the City of Fircrest. See attached Scope of Work and Fee from Sage Geotechnical, Exhibit C-1. The following tasks are anticipated to be needed:

- 4.1 Review geotechnical memorandum and provide exhibits/drawings for final report.
- 4.2 Stormwater Preliminary Site Assessment: Psomas will perform a preliminary site assessment including a review of existing site conditions, delineation of on-site and tributary off-site drainage areas and hydrology, and determination of project Minimum Requirements.

EXHIBIT A-1

- 4.3 Stormwater Design Meeting: Virtual meeting with City staff to discuss findings on Tasks 4.1 and 4.2, with focus on how Psomas plans to address these requirements. Include discussion on feasibility of preferred BMP alternative and selection of treatment for final design.
- 4.4 Stormwater BMP Design: Psomas will prepare design calculations for proposed Stormwater Management BMPs to be implemented within project limits.
- 4.5 Stormwater Technical Memorandum: Psomas will prepare a Stormwater Technical Memorandum documenting applicable Minimum Requirements and supporting analyses including a downstream analysis, existing and proposed project area descriptions, hydrologic evaluation and design calculations for proposed On-Site Stormwater Management BMPs, and supplementary reports and figures.

Task 4 Deliverables:

- Soils Technical Memorandum Draft (PDF) – Sage Geotechnical
- Soils Technical Memorandum Final (PDF)– Sage Geotechnical
- Stormwater Technical Draft Memorandum (PDF) – Psomas
- Stormwater Technical Memorandum Final (PDF) - Psomas

Task 4 Assumptions:

- On-site stormwater infiltration is feasible.
- In an effort to minimize cost, City has agreed to support geotechnical efforts by providing necessary traffic control, excavating a test pit to appropriate dimensions, providing a convenient source of water with means of measured flow control, and a minimum of one personnel to support testing during the entire duration of this test. All the above support will be provided by the City at a location determined by Sage Geotechnical staff.
- One (1) site visit is included.
- This project is subject to the 2019 Stormwater Management Manual for Western Washington (SWMMWW).
- This project is classified as a transportation redevelopment project and will construct less than 5,000 square feet of new hard surfaces. As such, Minimum Requirements 1-5 apply. Flow Control and/or Water Quality Treatment facilities will not be required.
- Stormwater Management BMP feasibility, including infiltration facilities, is dependent upon design infiltration rates. A geotechnical engineer shall perform infiltration testing prior to stormwater facility design.
- A Construction Stormwater Pollution Prevention Plan (SWPPP) is not included in this Task. Contractor shall prepare and submit a SWPPP report prior to construction.

Task 5 – Cultural Resources Compliance

Psomas will assist the City with complying with various state and federal legal requirements by identifying the presence of historic resources within the Area of Potential Effects (APE) through the completion of the following tasks:

EXHIBIT A-1

- 5.1 Management and Coordination: This task covers efforts to coordinate with GIS staff for mapping and figure creation for final report, coordination with engineering staff, and oversight of report editing.
- 5.2 Background Research: Psomas will conduct background research at appropriate repositories, such as the Department of Archaeology and Historic Preservation (DAHP), affected tribal cultural resource departments, university libraries, and local history museums; will consult informants; and will use sources relevant to the task, such as public records, private manuscript collections, online General Land Office records, published (secondary) sources, Sanborn fire insurance maps, and other relevant repositories. The objective of research will be to develop a complete understanding of the historical context, land use patterns, and previously identified sites within the APE. The City will provide Psomas with a detailed written description of the project site, including relevant documentation (maps, plan sheets, photos, etc.). Based on the field survey (see task below) and/or background research, Psomas will provide the City with justification for revising/amending the APE.
- 5.3 Cultural Resources Survey: Psomas will coordinate with the City to receive project materials, prepare invoices, and transmit correspondence. Psomas will maintain project files to include necessary supporting materials as required. The Project Manager assigned to the cultural resource task will monitor project task performance, schedule, budget, and approve project expenses. In addition, the Project Manager will ensure that systems are in place to conduct quality assurance and quality control on deliverables and correspondence.
- 5.4 Assessment Report: Psomas will prepare a cultural resource survey assessment report that will detail the survey findings, include relevant supporting evidence for findings, and adhere to the DAHP's Survey and Inventory Standards. In addition, the report will reference the previously completed Baseline scan that provides context on pertinent land use customs and beliefs, identify any sites encountered within the project APE, identify and justify locations recommended for monitoring if necessary, and an inadvertent discovery plan.

Task 5 Deliverables:

- Draft report (PDFs) will be submitted to the City via email for review and comment. Psomas will incorporate any comments received from the review and finalize the report before final submission to the City.
- Psomas will provide a final report deliverable (PDF) to the City via email.

Task 5 Assumptions:

- The entire project APE will be pedestrian surveyed to record the existing conditions and identify potential locations for archaeological deposits.
- No subsurface investigations will be completed.
- If HPI forms are needed, a separate cost estimate will be prepared for the City.
- A separate cost estimate will be prepared for the City if a Site Protection Plan or additional work (e.g., construction monitoring, recording of site boundaries outside the approved APE, archaeological excavation permits preparation) is required due to the discovery of historical/archaeological resource materials.

EXHIBIT A-1

- The cost estimate does not include hours for recording archaeological/historical resources. If a historical/archaeological site/isolate is encountered, the resource's subsequent evaluation, documentation, and curation agreements will be negotiated under a separate agreement or amendment to the existing contract.
- The cost estimate does not include hours for completing Section 4f requirements for the project.

Task 6 – 90% Design and Final Design Submittal

This task includes the effort required to complete the final design, making minor revisions as requested during design review meetings and comments received from the 30% Design Review. Psomas will produce a set of 90% Contract documents (design drawings and technical specifications) for the City and Transportation Improvement Board (TIB) review and comment. City and TIB comments will be addressed and Psomas will produce Final Bid Documents. The Consultant will prepare design plans to a 90% level to include the following:

- Plans will be prepared in such detail as to permit field layout and construction within a degree of accuracy acceptable to the City and in accordance with industry, City and WSDOT standards.
- Typical sections and details shall be provided, except for items available such as standard details from the City, State or APWA drawings which will be included at the back of the plans.
- The Consultant will prepare specifications and submit for review at the 90% Design milestone and submit final specifications with the bid documents.
- The Consultant shall calculate quantities and prepare a construction cost estimate with each submittal and the bid documents.
- The Consultant shall field review the project corridor to ensure plans are showing an accurate representation of the proposed improvements.

6.1 Plans: A set of 90% design drawings will be produced for City review and comment. Psomas will prepare design plans to a 90% level to include the following:

- Plans will be prepared in such detail as to permit field layout and construction within a degree of accuracy acceptable to the City and in accordance with industry, WSDOT, and City Standards.
- Typical sections and details will be provided, except for items available from City standard details and standard plans from the State or others, which will be included at the end of the plans.
- The 90% design plans will consist of the following:

Title	Number
Cover Sheet	1
Legend, Abbreviations, Alignment & Survey Control	1
Typical Sections/Details	2
Sidewalk and Stormwater Plans (Plan/Profile)	2
Driveway Layouts (Horizontal & Center Profile)	2
WSDOT Standard Plans	2
TOTAL	10

EXHIBIT A-1

- 6.2 Specifications: 90% specifications for review shall be prepared and submitted to the City and TIB.
- 6.3 Cost Estimate: An opinion of probable cost shall be prepared and submitted to the City and TIB for review.
- 6.4 Design Review Meeting: The purpose of this meeting is to conduct a working review of the 90% PS&E. The comments, discussion and decisions from this meeting will be incorporated into the PS&E package to develop the Final Bid Documents. Plans will be submitted for review 1 week prior to the meeting.
- 6.5 Bid Ready Plans: The plans will be revised based on comments from the City Design Review meeting and TIB Review.
- 6.6 Bid Ready Specification: The specification will be revised based on City Design Review meeting and TIB Review.
- 6.7 Bid Ready Cost estimate: The Cost estimate will be revised to reflect changes requested from the 90% Plans and Specifications.

Task 6 Deliverables:

- 90% Review Submittal
 - Three (3) Half-size Plan sets (PDF 11x17); two (2) for City Review, one (1) for TIB
 - Three (3) sets Specifications (PDF); two (2) for City Review, one (1) for TIB
 - Two (2) Construction Cost Estimates (PDF)
- Final Submittal
 - Bid Documents (PDF)
 - One (1) Construction Cost Estimate (PDF)
 - One (1) Half-size Plans (PDF 11x17)
 - One (1) Full-size Plans (PDF 22x34)

Task 6 Assumptions:

- Proposed traffic curb and gutter flowline vertical alignment will be provided along Alameda Ave.
- A single vertical alignment will be provided along each driveway's centerline, showing approach grade, grade across sidewalk, and HMA patch grade.
- The City will not make changes to improvements approved during the Preliminary design task.
- Project-specific Traffic Control plans will not be provided.
- The Contract Legal, General, and Technical Specifications will be based on the 2025 WSDOT Standard Specifications for Road, Bridge and Municipal Construction.
- The 90% Contract Documents will be reviewed in a single meeting with the City. Plans and Specifications will be submitted to the City 1-week before the review meeting. City Comments and redlines obtained during the review meetings, as well as comments from TIB will be incorporated into the Final Bid Ready PS&E.
- TIB will conduct a single review

EXHIBIT A-1

Task 7 - Assistance During Bidding

This task includes the effort required to assist the City with bidding of the project. This includes working with TIB on the Bid Authorization form, preparation of the advertisement for bids and includes the following:

- 7.1 Prepare Bid Authorization form and submit to TIB.
- 7.2 Plan Production & BXWA Coordination: Consultant will coordinate with the City for advertisement and upload final PS&E package to BXWA.
- 7.3 Prepare addenda and respond to bidders' questions.
- 7.4 Recommendation of Award: Tabulate bid results, check references, and provide recommendation of Award.
- 7.5 Prepare and submit Updated UCE form to TIB.

Task 7 Deliverables:

- Completed Bid Authorization form submitted to TIB.
- Up to three (3) addenda and response to bidder questions
- Bid Tabulation: an electronic PDF copy
- Recommendation for Award letter: An electronic PDF copy
- Conformed Set: One (1) digital transfer of all PS&E documents including AutoCAD drawings, two (2) 11x17 hard copies of Plans, two (2) bound hard copies of specifications
- Updated Cost Estimate submitted to TIB

Construction Services

It is anticipated that Construction Services will be provided by Psomas for a not to exceed amount of \$50,000. A detailed scope of work will be provided to the City after Bid Documents have been finalized.

Additional Services

The City may require additional services from Psomas such as construction contract management services. The scope of these services will be determined based on the unanticipated project needs or other considerations at the sole discretion of the City.

These services will be authorized under a future contract supplement if necessary. At the time these services are required, Psomas shall provide a detailed scope of work and an estimate of costs. Psomas shall not proceed with the work until the City has authorized the work and issued a notice to proceed.

[illegible]

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: Approval of Council Rules of Procedure Amendment
ITEM: 13D
DATE: March 25, 2025
FROM: Dawn Masko, City Manager

RECOMMENDED MOTION: I move to adopt Resolution No. ____, rescinding Resolution No. 1884 relating to City Council Rules of Procedure and adopting new City Council Rules of Procedure.

PROPOSAL: The Council is being asked to approve a resolution rescinding Resolution No. 1884 and revising the City Council Rules of Procedure. The resolution revises Rule 24 – Council Liaisons, moving Facilities from Finance and Information Technology to Public Works.

FISCAL IMPACT: None.

ADVANTAGE: The proposed update aligns Council liaison assignments with function areas, ensuring each liaison works with a single Department Director and eliminates the current challenges of one liaison coordinating with multiple directors to keep informed of operations, developments, and issues related to their assigned area.

DISADVANTAGES: None identified.

ALTERNATIVES: Continue operating under the existing Council Rules of Procedure.

HISTORY: The City Council first adopted its City Council Rules of Procedure on June 6, 1990, via Resolution 441, with subsequent revisions in 1994, 2003, 2008, 2009, 2018, 2020, 2021, 2023, and 2024.

This proposed revision, for Council liaison reporting purposes, moves Facilities from Finance and Information Technology and combines it with Public Works.

Prior to 2009, Finance, IT, and Facilities were grouped together. In 2009, Facilities was reassigned to Public Works. In 2024, it was moved back under Finance and IT to balance workloads, but this resulted in one liaison needing to coordinate with two Department Directors, creating logistical challenges. The proposed change restores Facilities to Public Works for better operational alignment.

ATTACHMENTS: [Resolution Rule 24 – Updated Version](#)
[Exhibit A - City Council Rules of Procedure](#)

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF FIRCREST, WASHINGTON, RESCINDING
RESOLUTION NO. 1884 RELATING TO THE CITY
COUNCIL RULES OF PROCEDURE AND ADOPTING NEW
CITY COUNCIL RULES OF PROCEDURE.**

WHEREAS, the City Council of the City of Fircrest adopted Resolution No. 441 on June 26, 1990, which constituted the City Council's Rules of Procedure; and

WHEREAS, the City Council of the City of Fircrest adopted Resolution No. 528, Resolution No. 760, Resolution No. 1027, Resolution No. 1076, Resolution No. 1542, Resolution No. 1649, Resolution No. 1708, Resolution No. 1832, and Resolution No. 1884, which rescinded previous Resolutions and made revisions to the City Council's Rules of Procedure; and

WHEREAS, the City Council wishes to make changes to the Rules of Procedure, which were adopted on February 13, 2024, to revise functional areas for Council liaison assignments.

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

Section 1. Resolution No. 1884 is hereby rescinded.

Section 2. The attached City Council Rules of Procedure, hereto referred to as Exhibit "A," and by this reference thereto incorporated herein as if fully set forth, are hereby adopted effective immediately.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 25th day of March 2025.

APPROVED:

Shannon Reynolds, Mayor

ATTEST:

Arlette Burkhardt, City Clerk

APPROVED AS TO FORM:

Joanna M. Eide, City Attorney

RULE 24. COUNCIL LIAISONS

- A. In order to build additional Council expertise in various areas of City operations, the Mayor shall designate functional areas and appoint a Councilmember, at the beginning of the fiscal year, to serve as a liaison to the City Manager. Functional areas for liaison assignments may include the following, though specific areas may be adjusted depending on the organization of the City:
- Parks, Recreation, and Sustainability
 - Built Environment, Planning and Building
 - Administration
 - Finance, and Information Technology, ~~and Facilities~~
 - Public Works and Facilities
 - Police/Public Safety and Court
- B. The City Manager and respective department heads shall strive to provide liaisons with additional information beyond that normally provided to the Council as a whole, and to keep the liaisons abreast of developments, trends, conditions, and issues in the various functional areas of City government.

Fircrest City Council Rules of Procedure

Table of Contents

<u>SECTION I</u> – GENERAL PROVISIONS	<u>1</u>
<u>Rule 1.</u> Council Meeting - Location	<u>1</u>
<u>Rule 2.</u> Council Meeting – Time	<u>1</u>
<u>Rule 3.</u> Council Meetings – Open to the Public	<u>1</u>
<u>Rule 4.</u> Election of Officers	<u>1</u>
<u>Rule 5.</u> Presiding Officer	<u>1</u>
<u>Rule 6.</u> Quorum	<u>2</u>
<u>Rule 7.</u> Attendance, Excused Absences	<u>2</u>
<u>Rule 8.</u> Special Council Meetings	<u>3</u>
<u>Rule 9.</u> Regular Council Meeting Agenda	<u>3</u>
<u>Rule 10.</u> Study Sessions	<u>3</u>
<u>Rule 11.</u> City Manager	<u>4</u>
<u>Rule 12.</u> Clerk of the Council	<u>4</u>
<u>Rule 13.</u> City Attorney	<u>4</u>
<u>SECTION II</u> – DUTIES AND PRIVILEGES OF MEMBERS	<u>5</u>
<u>Rule 14.</u> Forms of Address	<u>5</u>
<u>Rule 15.</u> Seating Arrangement	<u>5</u>
<u>Rule 16.</u> Appearance of Fairness Doctrine and its Application	<u>5</u>
<u>Rule 17.</u> Dissents and Protests	<u>7</u>
<u>Rule 18.</u> Rules of Order	<u>7</u>
<u>Rule 19.</u> Motions	<u>7</u>
<u>Rule 20.</u> Order of Business	<u>7</u>
<u>Rule 21.</u> Actions for a Public Hearing	<u>9</u>
<u>Rule 22.</u> Voting	<u>10</u>
<u>Rule 23.</u> Committees	<u>11</u>
<u>Rule 24.</u> Council Liaisons.....	<u>12</u>
<u>Rule 25.</u> Enacted Ordinances, Resolutions, Motions, and Proclamations	<u>12</u>

EXHIBIT A

Rule 26 . Proclamations	13
Rule 27 . Resolutions	13
Rule 28 . Ordinances	13
Rule 29 . Permission to Address the Council	14
Rule 30 . Reconsideration	14
Rule 31 . Complaints and Suggestions to Council.....	14
Rule 32 . Filling Council Vacancies	15
Rule 33 . Photographs, Motion Pictures, Video Tape – Permission Required for Artificial Illumination.....	15
Rule 34 . Council Travel.....	16
Rule 35 . Approval of City Manager Travel Expense Claims & Personnel Action Forms	16
Rule 36 . Vacancies in Commissions and Boards.....	16
Rule 37 . Publication and Posting of Notices for Hearings and Forthcoming Council Meetings	16
Rule 38 . Councilmembers’ Mail and Messages	16
Rule 39 . Requests for Legal Opinions	17
Rule 40 . Code of Ethics	17
Rule 41 . Miscellaneous	17
Rule 42 . Suspension and Amendment of Rules	17
Resolution Number 1832	18
Record of Amendments	20

EXHIBIT A
**FIRCREST CITY COUNCIL RULES OF PROCEDURE
RESOLUTION NO. 1832**

SECTION I – GENERAL PROVISIONS

RULE 1. COUNCIL MEETING - LOCATION

All meetings of the City Council shall be held at the location (City Hall) specified in [FMC 2.12.020](#) or other such location within the City as may be designated by resolution. Committee of the Whole meetings, study sessions, or retreats may be held at places that are reasonably accessible to the general public, whether within or without the corporate limits of the City.

RULE 2. COUNCIL MEETING - TIME

The regular meetings of the City Council shall be held at the times (2nd and 4th Tuesdays at 7:00 P.M.) specified in [FMC 2.12.010](#). If a meeting falls on a holiday, it shall be held the next business day unless otherwise provided by the Council. As specified in [Rule 20\(O\)](#), regular meetings of the City Council are not permitted to continue beyond 10:30 P.M. without the approval of the majority of the Councilmembers who are present and eligible to vote.

RULE 3. COUNCIL MEETINGS - OPEN TO THE PUBLIC

All meetings of the City Council and of committees thereof shall be open to the public, except as provided for in [RCW 42.30.110](#) or [RCW 42.30.140](#) as amended.

RULE 4. ELECTION OF OFFICERS

Procedures for election officers are as follows:

- A. Biennially, at the first meeting of the new Council, the members thereof shall choose a chair from among their number who shall have the title of Mayor. In addition to the powers conferred upon him/her as Mayor, he/she shall continue to have all the rights, privileges, and immunities of a member of the Council. If a vacancy occurs in the Office of Mayor, the members of the Council at their next regular meeting shall select a Mayor from among their number for the unexpired term. ([RCW 35A.13.030](#))
- B. In conjunction with the above election, a Mayor Pro Tempore shall also be elected for a two-year term. An alternate Mayor Pro Tempore may also be elected periodically. ([RCW 35A.13.035](#))
- C. The City Clerk shall call the meeting to order and shall chair the meeting until a new Mayor is elected. The above elections shall be by affirmative motion.

RULE 5. PRESIDING OFFICER

- A. The Mayor shall preside at all meetings of the Council, and be recognized as the head of the City for all ceremonial purposes. The Mayor has no regular administrative or executive purposes.
- B. Mayor Pro Tempore.
In case of the Mayor's absence or temporary disability, the Mayor Pro Tempore shall act as Mayor during the continuance of the absence. In case of the absence or temporary disability

EXHIBIT A

of the Mayor and the Mayor Pro Tempore, the City Clerk shall call the meeting to order and shall chair the meeting until an alternate Mayor Pro Tempore is selected by members of the Council. The alternate Mayor Pro Tempore shall act as Mayor during the continuance of the absences or disabilities. An alternate Mayor Pro Tempore may be selected by the members of the Council.

C. The Mayor, Mayor Pro Tempore and Alternate Mayor Pro Tempore are referred to as "Presiding Officer" from time to time in these Rules of Procedure. ([RCW 35A.13.030](#))

D. Presiding Officer's Duties.

It shall be the duty of the Presiding Officer to:

1. Call the meeting to order.
2. Keep the meeting to its order of business.
3. Control discussion in an orderly manner.
 - a. Every Councilmember who wishes an opportunity to speak must be recognized by the Chair.
 - b. Permit audience participation at the appropriate times.
 - c. Require all speakers to speak to the question and to observe the rules of order.
4. State each motion before it is discussed and before it is voted upon.
5. Put motions to a vote and announce the outcome.

RULE 6. QUORUM

At all meetings of the Council, four (4) Councilmembers, who are present and eligible to vote, shall constitute a quorum for the transaction of business. A less number may adjourn from time to time, provided that written notice of said adjournment be posted on the exterior City Hall front entry doors per [RCW 42.30.090](#). Council meetings adjourned under the previous provision shall be considered to have been duly conducted for all purposes.

RULE 7. ATTENDANCE, EXCUSED ABSENCES

[RCW 35A.12.060](#) provides that a Councilmember shall forfeit his/her office by failing to attend three consecutive regular meetings of the Council without being excused by the Council. Members of the Council may be so excused by complying with this section. The member shall contact the Presiding Officer prior to the meeting and state the reason for his/her inability to attend the meeting. If the member is unable to contact the Presiding Officer, the member shall contact the City Manager or designee, who shall convey the message to the Presiding Officer. Following roll call, the Presiding Officer shall inform the Council of the member's absence, state the reason for such absence, and excuse the member's absence. The Clerk will make an appropriate notation in the minutes. If another Councilmember questions the member's absence, the Presiding Officer shall inquire if there is a motion to excuse the member. This motion shall be non-debatable. Upon passage of such motion by a majority of members present, the absent member shall be considered excused and the Clerk will make an appropriate notation in the minutes.

[RCW 35A.13.035](#) provides that in the event of extended excused absence or disability of a Councilmember, the remaining members by majority vote may appoint a Councilmember Pro Tempore to serve during the absence or disability.

EXHIBIT A

During times of emergency, crisis, or as otherwise determined necessary by the City Council, City Council meetings may be attended remotely by City Council members. Councilmembers who attend remotely shall be deemed present and eligible to vote and shall constitute members of a quorum for the transaction of business. The City Clerk shall establish the procedure for a Councilmember to attend remotely.

RULE 8. SPECIAL COUNCIL MEETINGS

- A. A special meeting may be called by the Mayor or any four (4) members of the Council.
- B. Notice of the special meeting shall be prepared in writing by the Clerk. The notice shall contain the following information about the meeting: time, place, and business to be transacted.
- C. The notice shall be delivered by mail or personally to each Councilmember, the City Manager, and the business office of each local newspaper and radio and television station which has on file a written request for notice of special meetings. The notice must be delivered personally or by mail at least twenty-four (24) hours prior to the meeting.
- D. The notices provided in this section may be dispensed within the circumstances provided by [RCW 42.30.080](#), that is:
 - 1. As to any member who at or prior to the time of the meeting convenes files with the Clerk a written waiver of notice,
 - 2. As to any member who was actually present at the meeting at the time it convenes, and
 - 3. In the event a special meeting is called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, when time requirements of such notice would make notice impractical and increase the likelihood of such injury or damage.
- E. Final disposition shall not be taken on any other matter.

RULE 9. REGULAR COUNCIL MEETING AGENDA

- A. The City Manager or designee shall arrange a list of such matters ascending to the order of business and prepare an agenda for the Council with the concurrence of the Mayor.
- B. A copy of the agenda and Council packets containing supporting materials shall be prepared for Councilmembers and the City Manager on or before 4:30 P.M. two working days before a regular Council meeting.
- C. A copy of the agenda shall be prepared for the press on or before 4:30 P.M. two working days before a regular Council meeting.
- D. The Council shall have the option of deleting any item from the agenda or deferring an item on the agenda to a subsequent Council meeting. The Presiding Officer, one Councilmember, or the City Manager may introduce a new item to the agenda.

RULE 10. STUDY SESSIONS

- A. Study sessions may be designated as **Committee of the Whole Study Sessions** where no official action is contemplated. Study sessions may be held for the purpose of considering current issues of the City, coordinating the work of the City Council, and discussing draft ordinances, resolutions, and policy issues in detail. The City Clerk, under the direction of the City Manager and concurrence of the Mayor, shall arrange a Council work study session

EXHIBIT A

agenda for the Study Session. The Council study session agenda shall list the topics of discussion. After the proposed Council study session agenda has been approved by the City Manager, a copy of it along with any supporting materials shall be prepared for Councilmembers and the City Manager on or before 4:30 P.M. at least 24 hours before the Council study session.

- B. During the Council study session, the Presiding Officer may:
 - 1. introduce the subject and give background information;
 - 2. identify the eventual goal of the study session;
 - 3. act as a facilitator to keep the meeting discussion focused on the subject; and
 - 4. alert the Council when it is appropriate to call for a motion or other official direction of the Council.
- C. Minutes shall be taken of Council study sessions recording the names of Councilmembers present, motions made, actions taken, and an account of business discussed.
- D. Standing study sessions may be set by the majority vote of the Council for specific dates and times.
- E. Study sessions shall be held to a two-hour time limit unless extended by a motion and voice vote.

RULE 11. CITY MANAGER

The City Manager shall have the powers and duties listed in [RCW 35A.13.080](#), including having general supervision over the administrative affairs of the City and attending all meetings of the Council at which his/her attendance may be required by that body unless excused. The City Manager may make recommendations to the Council and shall have the right to take part in the discussions of the Council, but shall have no vote. When the City Manager has an excused absence, the designee shall attend the meeting.

RULE 12. CLERK OF THE COUNCIL

The City Clerk shall be ex-officio Clerk of the Council and shall see that minutes are kept and shall perform such other and further duties in the meeting as may be required by the Council, Presiding Officer, or City Manager. In the absence of the City Clerk, the City Manager shall appoint another qualified person to act as Clerk of the Council.

RULE 13. CITY ATTORNEY

The City Attorney shall attend all regular meetings of the Council unless excused by the City Manager who will notify the Presiding Officer of the excused absence. The City Attorney shall, upon request, give an opinion, either written or oral, on legal questions. The City Attorney shall act as the Council's parliamentarian and decide all questions of order. The Acting City Attorney shall attend meetings when the City Attorney has been excused if his/her attendance is required.

EXHIBIT A

SECTION II –DUTIES AND PRIVILEGES OF MEMBERS

RULE 14. FORMS OF ADDRESS

The Mayor shall be addressed as "Mayor (surname)", "Your Honor", or "Mr./Madam Mayor". The Mayor Pro Tempore, when acting for the Mayor, shall be addressed as "Mayor Pro Tem (surname)". Members of the Council shall be addressed as "Councilmember (surname)".

RULE 15. SEATING ARRANGEMENT

Councilmembers shall occupy the respective seats in the Council Chambers assigned to them by the Mayor.

RULE 16. APPEARANCE OF FAIRNESS DOCTRINE AND ITS APPLICATION

A. Appearance of Fairness Doctrine Defined.

1. "When the law which calls for public hearings gives the public not only the right to attend but the right to be heard as well, the hearings must not only be fair but must appear to be so. It is a situation where appearances are quite as important as substance. The test of whether the appearance of fairness doctrine has been violated is as follows: Would a disinterested person, having been apprised of the totality of a board member's personal interest in a matter being acted upon, be reasonably justified in thinking that partiality may exist? If answered in the affirmative, such deliberations, and any course of conduct reached thereon, should be voided." *Zehring v. Bellevue*, 99 Wn.2d 488 (1983).

B. Types Of Hearings To Which Doctrine Applies.

1. The Appearance of Fairness Doctrine shall apply only to those actions of the Council which are quasi-judicial in nature. Quasi-Judicial actions are defined as actions of the City Council which determine the legal rights, duties, or privileges of specific parties in a hearing or other contested proceeding.
2. Quasi-judicial actions do not include the legislative actions adopting, amending, or revising comprehensive, community or neighborhood plans or other land use planning documents, or the adoption of area-wide zoning ordinances or the adoption of a zoning amendment that is of area-wide significance. ([RCW 42.36.010](#))
3. Some examples of quasi-judicial actions which may come before the Council are:
 - rezones or reclassifications of specific parcels of property
 - appeals from decisions of the Planning Commission
 - substantive appeals of threshold decisions under the State Environmental Protection Act, subdivisions, street vacations, and special land use permits

C. Obligations of Councilmembers, Procedure.

1. Councilmembers should recognize that the Appearance of Fairness Doctrine does not require the establishment of a conflict of interest, but whether there is an appearance of a conflict of interest to the average person. This may involve the Councilmember or a Councilmember's business associate or a member of the Councilmember's immediate family. It could involve ex parte (outside the hearing) communications, ownership of property in the vicinity, business dealings with the proponents or opponents before or after the hearing, business dealings of the Councilmember's employer with the proponents or opponents, announced predisposition, and the like.

EXHIBIT A

2. Prior to any quasi-judicial hearing, each Councilmember should give consideration to whether a potential violation of the Appearance of Fairness Doctrine exists. If a potential violation exists, no matter how remote, the Councilmember should disclose such facts to the City Manager who may seek the opinion of the City Attorney as to whether a potential violation exists. The City Manager shall communicate such opinion to the Councilmember and to the Presiding Officer.
3. Anyone seeking to disqualify a Councilmember from participating in a decision on the basis of a violation of the Appearance of Fairness Doctrine must raise the challenge as soon as the basis for disqualification is made known or reasonably should have been made known prior to the issuance of the decision; upon failure to do so, the Doctrine may not be relied upon to invalidate the decision. The party seeking to disqualify the Councilmember shall state with specificity the basis for disqualification; for example: demonstrated bias or prejudice for or against a party to the proceedings, a monetary interest in the outcome of the proceedings, prejudgment of the issue prior to hearing the facts on the record, or ex parte contact. Should such challenge be made prior to the hearing, the City Manager shall direct the City Attorney to interview the Councilmember and render an opinion as to the likelihood that an Appearance of Fairness violation would be sustained in superior court.
4. Should such a challenge be made in the course of a quasi-judicial hearing, the Presiding Officer shall call a recess to permit the City Attorney to make such an interview and render such an opinion.
5. The Presiding Officer shall have sole authority to request a Councilmember to excuse himself/herself on the basis of an Appearance of Fairness violation. Further, if two (2) or more Councilmembers believe that an Appearance of Fairness violation exists, such individuals may move to request a Councilmember to excuse himself/herself on the basis of an appearance of Fairness violation. In arriving at this decision, the Presiding Officer or other Councilmembers shall give due regard to the opinion of the City Attorney.
6. Notwithstanding the request of the Presiding Officer or other Councilmembers, the Councilmember may participate in any such proceeding.

D. Specific Statutory Provisions.

1. Candidates for the City Council may express their opinions about pending or proposed quasi-judicial actions while campaigning. ([RCW 42.36.040](#))
2. A candidate for the City Council who complies with all provisions of applicable public disclosure and ethics laws shall not be limited under the Appearance of Fairness Doctrine from accepting campaign contributions to finance the campaign, including outstanding debts. ([RCW 42.36.050](#))
3. During the pendency of any quasi-judicial proceeding, no Councilmember may engage in ex parte communications with proponents or opponents about a proposal involved in the pending proceeding, unless the Councilmember:
 - a. places on the record the substance of such oral and written communications; and
 - b. provides that a public announcement of the content of the communication and of the parties' right to rebut the substance of the communication shall be made at each hearing where action is taken or considered on the subject. This does not prohibit correspondence between a citizen and his or her elected official if the correspondence is made a part of the record when it pertains to the subject matter of a quasi-judicial proceeding. ([RCW 42.36.060](#))

EXHIBIT A

E. Procedure on Application.

Any person making an application for any action leading to a quasi-judicial hearing shall be provided with a document containing the following information:

1. the names and addresses of all members of the City Council, and the Planning Commission; and
2. a statement that if the applicant intends to raise an Appearance of Fairness issue, the applicant should do so at least two weeks prior to any public hearing. The applicant shall acknowledge receipt of such document.

RULE 17. DISSENTS AND PROTESTS

Any Councilmember shall have the right to express dissent from or protest against any ordinance or resolution of the Council and have the reason, therefore, entered in the minutes.

RULE 18. RULES OF ORDER

Robert's Rules of Order Newly Revised shall be used as the guideline for the conduct of Council Meetings, except in those cases where specific provisions contrary to Robert's Rules are provided in these rules.

RULE 19. MOTIONS

All ordinances, resolutions, contracts, and items of business that require Council approval prior to the expenditure of funds shall be in the form of an affirmative motion.

RULE 20. ORDER OF BUSINESS

The business of all regular meetings of the Council shall be transacted as follows; provided, however, that the Presiding Officer may, during a Council meeting, rearrange items on the agenda to conduct the business before the Council more expeditiously. Further, any Councilmember may request additions, corrections, or other modifications to the agenda prior to or during a regular Council meeting.

- A. Call to order by the Presiding Officer.
- B. Pledge of Allegiance.
- C. Roll Call. (See [Rule 7](#) for the procedure to excuse an absence).
- D. Presiding Officer's Report.
- E. City Manager Comments.
- F. Department Head Comments.
- G. Councilmember Comments.
- H. Public Comments (for items not on the agenda).
 1. Subjects either on the Consent Calendar or not on the current agenda. Any member of the public may request time to address the Council after first stating their name, address, and the subject of their comments. The Presiding Officer may then allow the comments subject to such time limitations as the Presiding Officer deems necessary, generally five (5) minutes. Following such comments, the Presiding Officer may place the matter on the current agenda or a future agenda, or refer the matter to the City Manager for investigation and report.

EXHIBIT A

2. Subjects on the current agenda. Any member of the public who wishes to address the Council on an item on the current agenda shall make such a request to the Presiding Officer at the time when comments from the public are requested. As an option, the Presiding Officer may invoke the sign-in procedure defined in [Rule 21\(A\)](#). The Presiding Officer shall rule on the appropriateness of public comments as the agenda item is reached. The Presiding Officer may change the order of speakers so that testimony is heard in the most logical groupings, e.g. proponents, opponents, adjacent owners, vested interests, etc.
 3. Any ruling by the Presiding Officer relative to the preceding two subsections may be overruled by a vote of a majority of members present.
- I. Committee, Commission, and Liaison Reports.
- J. Consent Calendar.
1. The City Manager, in consultation with the Mayor, shall set the following items of business on the Consent Calendar. Consent Calendar items shall consist of items that have been previously discussed or policies set by the Council and/or are so routine or technical in nature that passage is likely, such as, but not limited to, the following:
 - a. approval of vouchers/payroll warrants;
 - b. approval of minutes;
 - c. setting public hearings;
 - d. Communications requiring no action (e.g. liquor license renewals); and
 - e. Other items designated by the City Council by super majority vote of the City Council.
 2. The Clerk of the Council shall read the Consent Calendar.
 3. The proper Council motion on the Consent Calendar is as follows: “I move for adoption of the Consent Calendar.” This motion is non-debatable and will have the effect of moving to adopt all items on the Consent Calendar. Since the adoption of any item on the Consent Calendar implies unanimous consent, any member of the Council shall have the right to remove any item from the Consent Calendar.
 4. Therefore, prior to the vote on the motion to adopt the Consent Calendar, the Presiding Officer shall inquire if any Councilmember wishes an item to be withdrawn from the Consent Calendar. If any matter is withdrawn, the Presiding Officer shall place the item at an appropriate place on the agenda for the current or a future meeting. Items not removed shall be adopted by a unanimous vote of the Councilmembers present without discussion.
- K. Public Hearings (see [Rule 21](#) for procedural details).
- L. Unfinished Business.
1. All matters of business that have been presented to Council previously but which have not reached closure will be listed as sub-parts.
 2. All necessary ordinances or resolutions will be included with sub-parts and listed by title.
- M. New Business.
1. All matters of new business will be listed as sub-parts.
 2. All necessary ordinances or resolutions will be included with sub-parts and listed by title.

EXHIBIT A

N. Call for Final Comments.

Executive Session(s).

O. Adjournment.

No meeting shall be permitted to continue beyond 10:30 P.M. without the approval of the majority of the Councilmembers who are present and eligible to vote. A new time limit must be established before taking a Council vote to extend the meeting. In the event that a meeting has not been closed or continued by Council vote prior to 10:30 P.M., the items not acted on shall be deferred to the next regular Council meeting, unless the Council, by a majority vote of the members present, determines otherwise.

RULE 21. ACTIONS FOR A PUBLIC HEARING

(See appendix for full procedures):

A. Presiding Officer:

1. May require speakers to sign in with Clerk and may set time limits.
2. Asks Councilmembers if any reason requiring member to excuse themselves pursuant to Appearance of Fairness Doctrine. If answered in the affirmative, Councilmember excuses himself/herself and exits the Council Chamber.
3. Introduces item, opens hearing, announces rules of order:
 - If zoning amendment or zoning reclassification, asks parties to limit presentation to information within scope of legal standards and may ask Planner to announce legal standards.
4. Asks City Manager to describe matter under consideration.
5. Calls for proponents in quasi-judicial proceedings and speakers in non-quasi-judicial proceedings.
 - If zoning amendment or zoning reclassification may ask Planner to announce that site plans, artistic renditions, etc. in support of zoning amendment should be avoided and such plans are to go through the City's design review process through the Planning Commission.
6. Calls for additional proponents 3 times.
7. Call for opponents.
8. Calls for additional opponents 3 times.
9. Calls for proponents to speak in rebuttal.
10. Calls for Administration to introduce any material to subjects raised by proponents or opponents or alter initial recommendations.
11. Asks Councilmembers if questions and if so, appropriate person is recalled to podium.
12. Closes public hearing.
13. Asks if motion by any Councilmember
 - Must be in the form of affirmative motion.
 - Then ask for discussion by Council.

EXHIBIT A

- Asks administration for final comments/recommendations.
- May ask Clerk to conduct a roll call vote.

RULE 22. VOTING

The votes during all meetings of the Council shall be transacted as follows:

- A. Unless otherwise provided for by statute, ordinance, or resolution, all votes shall be taken by voice, except that at the request of any Councilmember, a roll call shall be taken by the Clerk. The Clerk shall call the names in an alphabetical sequence with the Mayor, as Presiding Officer, voting last. Names for subsequent votes will go down the alphabetical list and the Clerk will call on the next name in alphabetical sequence with the Mayor, as Presiding Officer, voting last. This rotating alphabetical sequence will be continued throughout the meeting during voting sequences.
- B. In case of a tie in votes on any proposal, the proposal shall be considered lost.
- C. Every member who was in the Council Chambers when the question was put, shall give their vote unless the Council, for special reasons, shall excuse the member by motion or unless the Councilmember is excused in accordance with [Rule 16](#). When the City Council has determined that remote attendance is allowed per [Rule 7](#) of the City Council Rules of Procedures, City Councilmembers attending City Council meetings remotely will have all rights to vote as if they were physically present in Council Chambers.
- D. The general rule is that when a Councilmember refuses to vote, such member is regarded as having voted with the majority.
 1. Neutrality in voting is frowned upon except when a Councilmember has a direct or pecuniary interest that would result in a conflict of interest or when participation is prevented due to the Appearance of Fairness Doctrine. In that instance, the refusal to vote shall not be considered as an affirmative vote.
 2. In all other instances, except as hereinafter noted, the rule is that when a quorum is present, members present and not voting are deemed to have voted with the majority.
 3. If the vote is tied with a member abstaining, such member will be considered as voting in the affirmative so that the proposition being considered passes.
 4. However, when an affirmative vote of a majority is required by statute or ordinance, a failure to indicate a yea or nay vote will be considered as a negative indication, as abstention cannot be considered in fulfilling such affirmative vote requirement. Most matters before Council merely require a concurrence of a majority and this would be considered to be an exception to the general rule.
 5. When abstaining from voting, Councilmembers must explain the basis for their abstention. If the reason involves a legitimate rationale for not voting, the abstention will not be considered as a vote for the majority. If the rationale does not involve disqualifying circumstances, the abstention will be counted as a vote with those voting in the majority, unless the noted exception outlined previously applies.

EXHIBIT A

- E. The affirmative vote of at least a majority of the whole membership of the Council (4 Councilmembers) is required for the passage of:
- ordinances;
 - grant or revocation of franchise or license;
 - any resolution for the payment of money;
 - any approval of warrants; and
 - any resolution pertaining to personnel actions.
- F. The affirmative vote of at least a majority of the whole Council plus one (5 Councilmembers) is required for the passage of:
- public emergency ordinances (which take effect immediately);
 - expenditures for any calamity, violence of nature, riot, insurrection, or war; and
 - budget amendments.
- G. The affirmative vote of at least a majority of the membership of Council who are present and eligible to vote is required for the passage of:
- motions or resolutions not subject to the provisions of RCW, FMC, or these rules as amended.

RULE 23. COMMITTEES

All Committee meetings shall be open to the public. The Committee structure of the Council and the procedures governing all committees shall be as follows:

A. Committee of the Whole.

1. The only standing committee of the Council shall be the Committee of the Whole (COW), composed of the entire Council sitting as a legislative study committee. The Committee of the Whole shall not take any official action while in committee.
2. The Presiding Officer chairs the COW.

B. Special Ad Hoc Council Study Committees.

1. Special Ad Hoc Council Study Committees may be created by the Council for a particular purpose, or when the issue is so complex and time consuming that it cannot be reasonably handled at a Council or COW meeting.
2. Ad Hoc Study Committees shall consist of three Councilmembers appointed by the Mayor.
3. The Mayor shall appoint the Chair of Ad Hoc Study Committees.
4. Special Ad Hoc Council committees shall sunset at the end of their mission, but no later than the end of each calendar year unless specifically continued by the Council thereafter for a specified time period.

C. Special Ad Hoc Citizen Advisory Committees.

1. Special Ad Hoc Citizen Advisory Committees may be created by the Council for a particular purpose. Committee members shall be appointed by the Mayor, with the advice and consent of the Council.
2. The Mayor shall appoint the Chair of the Committee.
3. Ad Hoc Citizen Advisory Committees shall sunset at the end of each calendar year unless specifically continued by the Council thereafter for a specified time period.

EXHIBIT A

4. At least one Councilmember will be appointed as a member and liaison of a Citizen Advisory Committee.
- D. Committees may make recommendations on proposed programs, services, ordinances, and resolutions within their area of responsibility before action is taken by the Council. The Committee Chair may present the recommendations of the committee during the discussion of the item of business.
- E. Employees shall staff the various committees as directed by the City Manager, but no staff person shall serve as a member of a Council or citizen study committee.
- F. Minutes need not be taken of committee meetings, except for the Committee of the Whole.

RULE 24. COUNCIL LIAISONS

- A. In order to build additional Council expertise in various areas of City operations, the Mayor shall designate functional areas and appoint a Councilmember, at the beginning of the fiscal year, to serve as a liaison to the City Manager. Functional areas for liaison assignments may include the following, though specific areas may be adjusted depending on the organization of the City:
 - Parks, Recreation, and Sustainability
 - Built Environment, Planning and Building
 - Administration
 - Finance, [and](#) Information Technology, ~~and Facilities~~
 - Public Works [and Facilities](#)
 - Police/Public Safety and Court
- B. The City Manager and respective department heads shall strive to provide liaisons with additional information beyond that normally provided to the Council as a whole and to keep the liaisons abreast of developments, trends, conditions, and issues in the various functional areas of City government.

RULE 25. ENACTED ORDINANCES, RESOLUTIONS, MOTIONS, AND PROCLAMATIONS

- A. An enacted **ordinance** is a legislative act prescribing general, uniform, and permanent rules of conduct relating to the corporate affairs of the municipality. Council action shall be taken by ordinance when required by law, or to prescribe permanent rules of conduct which continue in force until repealed, or where such conduct is enforced by penalty.
- B. An enacted **resolution** is an internal legislative act which is a formal statement of policy concerning matters of special or temporary character. Council action shall be taken by resolution when required by law and in those instances where an expression of policy more formal than a motion is desired.
- C. An enacted **motion** is a form of action taken by the Council to direct that a specific action be taken on behalf of the municipality. A motion, once approved and entered into the record, is the equivalent of a resolution in those instances where a resolution is not required by law.
- D. An enacted **proclamation** is an official announcement made by either the City Council or the

EXHIBIT A

Mayor to proclaim occasions of importance or significance, certain people, groups, events, cultures, or causes. Proclamations should contain positive messages or call upon the support of the community.

RULE 26. PROCLAMATIONS

A. City Council Proclamations.

City Council proclamations shall be publicly read at a City Council meeting and presented to or forwarded to a representative of the proclamation's subject matter.

B. Mayor's Proclamations.

Are requested by a special interest group from within the City. Mayor's proclamations are signed by the Mayor and forwarded to a representative of the proclamation's subject matter.

C. The Mayor and City Manager shall determine if the proclamation request is for a City Council proclamation or a Mayor's proclamation.

D. All proclamation requests shall be submitted to the City Clerk.

RULE 27. RESOLUTIONS

A. Except for franchise resolutions as provided under [Rule 28\(B\)](#), a resolution may be put to its final passage on the same day on which it was introduced.

B. The Presiding Officer will read a summary statement of the Resolution prior to its passage; provided, should a majority of the Councilmembers present request that the entire resolution or certain of its sections be read, such requests shall be granted.

C. Printed copies shall be made available upon request to any person attending a Council meeting.

D. Resolutions take effect immediately after they are approved by the vote of the Council, unless otherwise provided.

RULE 28. ORDINANCES

The procedure for ordinances is as follows:

A. With the exception of franchise ordinances as provided below, an ordinance may be put to its final passage on the same day on which it was introduced.

1. The Presiding Officer will read a summary statement of the Ordinance prior to its passage; provided, should a majority of the Councilmembers present request that the entire ordinance or certain of its sections be read, such requests shall be granted.

2. Printed copies shall be made available upon request to any person attending a Council meeting.

3. No ordinance shall contain more than one subject.

4. An ordinance does not take effect until five days after date of publication, except for emergency situations.

B. Franchises.

All resolutions and ordinances granting a franchise require two readings prior to adoption. The second reading must be at least five (5) days after the first reading.

1. All franchise ordinances and resolutions may be passed only at a regular meeting of the

EXHIBIT A

Council; and at least four (4) Councilmembers must vote in favor of the franchise.

C. Emergency Ordinances.

By vote of one more than the majority (5 Councilmembers), the City Council may, without notice or hearing, adopt an emergency ordinance authorizing expenditures for a public emergency as defined and prescribed in [RCW 35.33.081](#).

D. A Councilmember may, in open session, request of the Presiding Officer that the Council study the wisdom of enacting a particular ordinance. By affirmative motion, the Council may assign the proposed ordinance to a specific committee or the Committee of the Whole for study and consideration. The committee shall report its findings to the Council.

E. If a motion to pass an ordinance fails, the ordinance shall be considered lost.

F. Any ordinance amending or repealing any portion of the FMC shall also amend or repeal the respective portions of any underlying ordinance(s).

RULE 29. PERMISSION TO ADDRESS THE COUNCIL

Persons other than Councilmembers and management shall be permitted to address the Council upon introduction by the Presiding Officer or the chair of the appropriate Council committee.

RULE 30. RECONSIDERATION

A. Any action of the Council, including final action on applications for changes in land use status; but excluding a reconsideration of any action previously reconsidered, motions to adjourn, motions to suspend the rules, an affirmative vote to lay on the table or to take from the table, or a vote electing to office one who is present and does not decline; shall be subject to a motion to reconsider.

1. Such motions can be made only by a member of the prevailing side on the original action.

B. A motion to reconsider must be made no later than the next succeeding regular Council meeting.

C. A motion to reconsider is debatable only if the action being reconsidered is debatable.

D. Upon passage of a motion to reconsider, the subject matter is returned to the table anew for any action the Council deems advisable.

RULE 31. COMPLAINTS AND SUGGESTIONS TO COUNCIL

When citizen complaints or suggestions are brought before the City Council not on an agenda, the Presiding Officer shall first determine whether the issue is legislative or administrative in nature and then:

A. If legislative and a complaint about the letter or intent of legislative acts or suggestions for changes to such acts, and if the Council finds such complaint suggests a change to an ordinance or resolution of the City, the Council may refer the matter to a committee, Administration or the Committee of the Whole for study and recommendation.

B. If administrative and a complaint regarding administrative staff performance, administrative execution or interpretation of legislative policy, or administrative policy within the authority of the City Manager, the Presiding Officer should then refer the complaint directly to the City Manager for his/her review if said complaint has not been so reviewed. The City Council may

EXHIBIT A

direct that the City Manager brief or report to the City Council when his/her response is made.

RULE 32. FILLING COUNCIL VACANCIES

- A. If a vacancy occurs in the office of Councilmember, the Council will follow the procedures outlined in [RCW 42.12.070](#).
- B. To hold office as a Councilmember, the person must be a registered voter and a Fircrest resident for a period of at least one year prior.
- C. Where one position is vacant, the remaining members of the Council shall appoint a qualified person to fill the vacant position.
- D. Where two or more positions are vacant and two or more Councilmembers remain in office, the remaining Councilmembers shall appoint a qualified person to fill one of the vacant positions.
 - 1. The remaining Councilmembers and the newly appointed Councilmember shall appoint another qualified person to fill another vacant position, and so on until each of the vacant positions is filled.
 - 2. If less than two Councilmembers remain in office, the County Council shall appoint a qualified person or persons to the Council until the Council has two members.
- E. If the City Council fails to appoint a qualified person to fill a vacancy within ninety days of the occurrence of the vacancy, the County Council shall appoint a qualified person to fill the vacancy.
 - 1. If the County Council fails to appoint a qualified person to fill the vacancy within 180 days, the governor may be petitioned to appoint a qualified person to fill the vacancy.
- F. As provided in [RCW 29A.24.191](#) and [RCW 29A.52.240](#), each person appointed serves until a qualified person is elected at the next Council election that occurs 28 days or more after the occurrence of the vacancy.
 - 1. A primary is held if time exists and more than two candidates file for the vacant office; otherwise, a primary shall not be held and the person receiving the greatest number of votes is elected.
 - 2. The person elected takes office immediately when qualified and serves the remainder of the unexpired term.
 - 3. If an election for the position that became vacant would otherwise have been held at this general election date, only one election to fill the position shall be held and the person elected to fill the succeeding term for that position shall take office immediately when qualified and shall serve both the remainder of the unexpired term and the succeeding term.

RULE 33. PHOTOGRAPHS, MOTION PICTURES, VIDEO TAPE -- PERMISSION REQUIRED FOR ARTIFICIAL ILLUMINATION

No photographs, motion pictures, or video tapes that require the use of flash bulbs, electronic flashes, flood lights, or similar artificial illumination shall be made at City Council meetings without the consent of the Presiding Officer or a majority of the Council.

EXHIBIT A

RULE 34. COUNCIL TRAVEL

- A. The Council may appropriate funds for Council travel in the legislative department of the annual City budget.
1. Any Councilmember who desires to expend Council travel funds, where the cost of such travel, lodging and meals would exceed \$150, shall complete the regular City "Training Attendance Request" form.
 2. Upon receipt by the City Manager, the completed form will be put in the Council packets for the next regular meeting. The City Manager shall bring the item to the floor under City Manager Comments, and the Council shall act to approve, disapprove, or modify the request.

RULE 35. APPROVAL OF CITY MANAGER TRAVEL EXPENSE CLAIMS AND PERSONNEL ACTION FORMS

The Presiding Officer or designee will approve City Manager travel expense claims and Personnel Action forms.

RULE 36. VACANCIES IN COMMISSIONS AND BOARDS

Notices will be posted at all public buildings when vacancies exist in commission and board positions. Notices will request letters of interest and list any required qualifications.

RULE 37. PUBLICATION AND POSTING OF NOTICES FOR HEARINGS AND FORTHCOMING COUNCIL MEETINGS

A. Public Hearings.

Except where a specific means of notifying the public of a public hearing is otherwise provided by law or ordinance, notice of upcoming public hearings before the City Council shall be given by one publication of notice containing the time, place, and date when the hearing is to be held and subject thereof, in the City's official newspaper at least ten (10) days before the date set for the hearing.

B. Council Meetings.

The public shall be notified of the preliminary agenda for a forthcoming Council meeting by posting a copy of the agenda at the following four (4) public places at least twenty-four (24) hours in advance of the meeting:

1. Fircrest City Hall
2. Fircrest Recreation Center Building
3. Fircrest Public Safety Building
4. Fircrest Public Works Facility

RULE 38. COUNCILMEMBERS' MAIL AND MESSAGES

- A. The majority of Council's mail is sent to City Hall. Unless marked "personal" or "confidential", staff opens and date stamps all mail unless notified by a Councilmember to leave it sealed. Each Councilmember is assigned a mail and message box, which is located in City Hall. All mail and messages will be included in Council packets.

EXHIBIT A

- B. A message box will be maintained for "General Council Information" and will be located near the individual Councilmembers' mail and message boxes.
- C. Phone messages will be taken and placed in Council mail and message boxes. Councilmembers' home and work telephone numbers will be given to the general public upon request, unless a Councilmember has an unlisted phone number or requests that a number not be given.

RULE 39. REQUESTS FOR LEGAL OPINIONS

- A. It is the policy of the City that all requests for legal assistance from the City Attorney's Office which require a written response (opinion, resolution, or ordinance) be processed through the City Manager's office or with the approval of the Mayor in recognition that the City Attorney also serves the City Council as a whole.
- B. This policy shall not apply to requests made by motion of the Council or to routine matters that can be addressed over the phone or in person without a formal written response.

RULE 40. CODE OF ETHICS

The conduct of Councilmembers will be in compliance with [FMC 2.46 Conduct of Public Officials](#). (See attachment)

RULE 41. MISCELLANEOUS

When Councilmembers register to attend an official conference requiring voting delegates, such as the annual National League of Cities or Association of Washington Cities, the Council shall designate the voting delegate(s) and alternate voting delegate(s) during a public meeting, by a majority vote; when possible, said selection of voting delegate(s) shall be done on a rotating basis for the purpose of allowing all Councilmembers the opportunity to be an official voting delegate.

RULE 42. SUSPENSION AND AMENDMENT OF RULES

Any provision of these rules not governed by state law or ordinance, may be temporarily suspended by a majority vote of the Council.

These rules may be amended, or new rules adopted, by a majority vote of the Council.

EXHIBIT A

**CITY OF FIRCREST
RESOLUTION NO. 1884**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIRCREST,
WASHINGTON, RESCINDING RESOLUTION NO. 1832 RELATING TO
THE CITY COUNCIL RULES OF PROCEDURE AND ADOPTING NEW
CITY COUNCIL RULES OF PROCEDURES.**

WHEREAS, the City Council of the City of Fircrest adopted Resolution No. 441 on June 26, 1990, which constituted the City Council’s Rules of Procedure; and

WHEREAS, the City Council of the City of Fircrest adopted Resolution No. 528, Resolution No. 760, Resolution No. 1027, Resolution No. 1076, Resolution No. 1542, Resolution No. 1649, Resolution No. 1708, and Resolution No. 1832, which rescinded previous Resolutions and made revisions to the City Council’s Rules of Procedure; and

WHEREAS, the City Council wishes to make changes to the Rules of Procedures, which were adopted on May 23, 2023, to revise functional areas for Council liaison assignments.

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

Section 1. Resolution No. 1832 is hereby rescinded.

Section 2. The attached City Council Rules of Procedures, hereto referred to as Exhibit “A”, and by this reference thereto incorporated herein as if fully set forth, are hereby adopted effective immediately.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST,
WASHINGTON**, at a regular meeting thereof this 13th day of February, 2024.

APPROVED:

Shannon Reynolds, Mayor

ATTEST:

Arlette Burkhardt, Acting City Clerk

APPROVED AS TO FORM:

Robert D. Zeinemann, City Attorney

EXHIBIT A

City of Fircrest

City Council Rules of Procedure

Record of Amendments

Adopted May 10, 1990	Resolution No. 441	
Amended May 10, 1994	Resolution No. 528	Rescinded Resolution No. 441
Amended January 14, 2003	Resolution No. 760	Rescinded Resolution No. 528
Amended March 11, 2008	Resolution No. 1027	Rescinded Resolution No. 760
Amended February 10, 2009	Resolution No. 1076	Rescinded Resolution No. 1027
Amended August 28, 2018	Resolution No. 1542	Rescinded Resolution No. 1076
Amended March 24, 2020	Resolution No. 1649	Rescinded Resolution No. 1542
Amended January 26, 2021	Resolution No. 1708	Rescinded Resolution No. 1649
Amended May 23, 2023	Resolution No. 1832	Rescinded Resolution No. 1708
Amended February 13, 2024	Resolution No. 1884	Rescinded Resolution No. 1832
Amended March 25, 2025	Resolution No. XXXX	Rescinded Resolution No. 1884

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: Kimley-Horn Middle Housing Professional Services Agreement Amendment #1
ITEM: 13E
DATE: March 25, 2025
FROM: Dawn Masko, City Manager

RECOMMENDED MOTION: I move to adopt Resolution No. ____, authorizing the City Manager to execute Amendment #1 to the Professional Services Agreement with Kimley-Horn and Associates, Inc. for additional services for the Middle Housing and Accessory Dwelling Unit zoning code update.

PROPOSAL: The Council is being asked to authorize the City Manager to execute Amendment #1 to the professional services agreement with Kimley-Horn and Associates, Inc. for additional services related to the Middle Housing and Accessory Dwelling Unit (ADU) zoning code update.

FISCAL IMPACT: The original agreement is funded by a \$50,000 grant from the Washington State Department of Commerce. Amendment #1 will add \$19,850 in project costs, which will be covered by General Fund proceeds, partially offset by salary savings.

ADVANTAGE: The amendment ensures the City meets the June 30, 2025, statutory deadline for adoption of the required code revisions.

DISADVANTAGES: The additional services are not funded by grant proceeds.

ALTERNATIVES: There are no feasible alternatives that would allow the City to meet the statutory deadline.

HISTORY: Under RCW 36.70A.030(26), the City must implement the requirements of HB 1110 and HB 1337 by June 30, 2025. To support this effort, Washington State provided a \$50,000 grant, and in March 2024, the City hired Kimley-Horn to develop the middle housing ordinance and related development regulations in collaboration with the Community Development Director.

Following the recent departure of the Community Development Director, the City requires additional consulting services to complete key project tasks. Amendment #1 will address these needs, ensuring timely completion.

The scope of the additional services includes analyzing community survey responses, preparing the SEPA checklist and Non-Project SEPA Notice, preparing the required 60-day Commerce development code submittal, and facilitating two additional Planning Commission and/or City Council meetings and public hearings. Any additional meetings will require another amendment.

This amendment will provide the necessary support to meet statutory requirements and maintain project continuity.

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

**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 KIMLEY-
HORN AND ASSOCIATES, INC. FOR ADDITIONAL
CONSULTING SERVICES RELATED TO THE MIDDLE
HOUSING ORDINANCE AND DEVELOPMENT REGULATIONS.**

WHEREAS, the City of Fircrest entered into a professional services agreement with Kimley-Horn and Associates, Inc. to develop a middle housing ordinance and accompanying development regulations; and

WHEREAS, state law requires the City to complete such actions no later than June 30, 2025; and

WHEREAS, due to staffing challenges, additional consulting services are necessary to ensure the timely completion of key project tasks; and

WHEREAS, the City now desires to amend the professional services agreement with Kimley-Horn and Associates, Inc., to provide additional services to complete the project and meet statutory deadlines.

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 #1 to the professional services agreement with Kimley-Horn and Associates, Inc. for additional consulting services necessary to implement the middle housing ordinance and development regulations.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, at a regular meeting thereof this 25th day of March 2025.

APPROVED:

Shannon Reynolds, Mayor

ATTEST:

Arlette Burkhardt, City Clerk

APPROVED AS TO FORM:

Joanna M. Eide, City Attorney

AMENDMENT NUMBER 01 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.

This is Amendment number 01 dated March 17th, 2025 to the agreement between the City of Fircrest ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated March 24th, 2024 ("the Agreement") concerning Middle Housing and Accessory Dwelling Unit Zoning Code Update (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

Consultant will perform the following services:

Task 7 Analyze Community Survey Responses

Kimley-Horn will assist the Client in analyzing the City-prepared community survey responses and incorporate feedback into one (1) summary memorandum. Survey responses will be considered during development of draft middle housing and ADU code sections. This scope assumes the Client will scan all written responses and provide all survey responses in one (1) consolidated PDF.

Deliverables:

- One (1) community survey summary memorandum

Task 8 SEPA Checklist and Preparation of Non-Project SEPA Notice

Kimley-Horn will prepare the required Non-project SEPA checklist. Kimley-Horn will prepare the required SEPA notice and the Client will distribute to required parties, including the SEPA register. This scope assumes that a Determination of non-significant for this Non-Project SEPA will be issued. If a more extensive SEPA effort is required, Kimley-Horn will notify the Client and collectively evaluate if an additional contract amendment is necessary prior to complete the required SEPA analysis. This scope assumes submittal of the Non-Project SEPA by the Client to submit to the Department of Ecology. This scope assumes one (1) submittal is required and assistance in response to up to ten (10) unique comment letters on the SEPA threshold determination.

Deliverables:

- Preparation of SEPA Determination of Non-significance.
- Preparation of Non-Project SEPA for HB 1110 and HB 1337 Development Code Updates
- Response to up to ten (10) unique comment letters on the SEPA threshold determination.

Task 9 Preparation of 60-day Commerce Submittal and Commerce Coordination

Kimley-Horn will prepare the required 60-day Department of Commerce development code submittal to receive feedback prior to consideration for adoption by the City of Fircrest. This task includes up to five (5) hours of coordination with the Department of Commerce staff on the submittal and feedback.

Deliverables:

- Submit one (1) draft HB 1110 (Middle Housing) and HB 1337 (ADU) code update to the Department of Commerce

Task 10 Additional Planning Commission/City Council Hearings

Kimley-Horn will attend up to three (3) total additional hearings or meetings with Planning

Commission or City Council. The original scope included two meetings (one with Planning Commission and one with City Council), and Kimley-Horn has since presented at a City of Fircrest City Council meeting at the beginning of the Project. Kimley-Horn will prepare one (1) draft staff report per adoption hearing and the adoption ordinance needed for Planning Commission and City Council.

Deliverable:

- Attendance by one (1) Kimley-Horn staff member at two (2) total Planning Commission or City Council meetings/hearings

Consultant and Client agree to the following general schedule in connection with the services set forth above. The Client is required to adopt code revisions based on June 30th, 2025.

Task 7 Analyze Community Survey Responses	\$4,350
Task 8 SEPA Determination Threshold and Prep of Non-Project SEPA	\$3,900
Task 9 Preparation of 60-day Commerce Submittal and Commerce Coord	\$4,500
Task 10 Additional Planning Commission/City Council Hearings	\$7,100
Total	\$19,850

For the services set forth above, Client shall pay Consultant the following compensation:

CLIENT:

CITY OF FIRCREST

By: _____

Title: _____

Date: _____

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

Title: _____

Date: _____