

**FIRCREST CITY COUNCIL
REGULAR MEETING AGENDA**

**TUESDAY, OCTOBER 28, 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**
 - A. [Proclamation – Veterans' Day](#) 3
- 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 4
 - B. Approval of Minutes: [October 06, 2025, Special Meeting](#) 15
[October 13, 2025, Special Meeting](#) 17
[October 14, 2025, Regular Meeting](#) 19
 - C. Setting special budget meetings on November 3 and 10, 2025, at 6:00 P.M. for the sole purpose of reviewing the 2026 preliminary budget at Fircrest City Hall
 - D. Setting a public hearing on November 12, 2025, at 7:15 P.M. or shortly thereafter to receive comments on the proposed Co-Living Amendments
 - E. Setting a public hearing on November 12, 2025, at 7:15 P.M. or shortly thereafter to receive comments on the proposed water rate adjustment
- 11. PUBLIC HEARING**
 - A. [To receive comments on the 2026 Budget Revenue Sources](#) 23
 - B. [To receive comments on the 2026 Preliminary Budget](#) 42
- 12. UNFINISHED BUSINESS**
- 13. NEW BUSINESS**
 - A. [Fircrest Municipal Code Title 22 – Co-Living Code Amendments Discussion](#) 43
 - B. [Resolution: Summit Law Group Amendment #19](#) 78
 - C. [Resolution: Olbrechts & Associates Amendment #6](#) 82
 - D. [Resolution: Regents Blvd. Traffic Signal Repair Project](#) 85
 - E. [Resolution: Casey Civil – Sewer Flow Analysis Contract](#) 96
 - F. [Resolution: Pasadena Sewer Repair Contract](#) 108
- 14. CALL FOR FINAL COMMENTS**

15. EXECUTIVE SESSION

16. ADJOURNMENT

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



PROCLAMATION OF THE CITY COUNCIL

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

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

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

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

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

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

NOW, THEREFORE, WE, MAYOR AND COUNCILMEMBERS of the City of Fircrest, do hereby proclaim November 11, 2025, as Veterans Day, a day for honoring Veterans in our city and encouraging our community to celebrate with us.

Proclaimed this 28th day of October 2025.

Shannon Reynolds, Mayor

ACCOUNTS PAYABLE

City Of Fircrest

Time: 10:07:44 Date: 10/24/2025

As Of: 10/28/2025

Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
36309	10/22/2025	10/28/2025	4298 AWC Employee Benefit Trust	856.10	11/2025 Retired Medical
	521 22 20 01		LEOFF I Medical Premiums 001 000 521 General Fund	856.10	11/2025 Retired Medical
36269	10/17/2025	10/28/2025	10809 Ace Backflow Only	1,300.00	Backflow Tests (Qty 20)
	534 50 48 01		Rep & Maint - Water Maint 425 000 534 Water Fund (dep	325.00	Backflow Tests (Qty 20)
	576 80 48 00		Rep & Maint - Parks 001 000 576 General Fund	975.00	Backflow Tests (Qty 20)
36261	10/17/2025	10/28/2025	7206 Advanced Traffic Products Inc	237.16	12" Red Ball Tinted LED Traffic Lights (Quantity: 4)
	542 63 31 00		Oper Supplies - St Light 101 000 542 City Street Fund	237.16	12" Red Ball Tinted LED Traffic Lights (Quantity: 4)
36265	10/17/2025	10/28/2025	10562 Amazon Capital Services	55.40	Printer Toner Cartridges - 2 Pack
	521 22 31 00		Office & Oper Sup - Police 001 000 521 General Fund	55.40	Printer Toner Cartridges - 2 Pack
36304	10/21/2025	10/28/2025	10562 Amazon Capital Services	92.47	APC UPS Battery Backup & Surge Protector
	518 81 35 00		Small Tools & Equip - I/S 001 000 518 General Fund	92.47	APC UPS Battery Backup & Surge Protector
36305	10/21/2025	10/28/2025	10562 Amazon Capital Services	142.03	Business Prime Annual Membership Fee
	512 51 49 02		Dues/Member/Subscriptions: 001 000 512 General Fund	10.14	Business Prime Annual Membership Fee - Court
	513 10 49 02		Dues/Member/Subscriptions: 001 000 513 General Fund	10.14	Business Prime Annual Membership Fee - Admin
	514 23 49 03		Dues/Member/Subscriptions: 001 000 514 General Fund	10.14	Business Prime Annual Membership Fee - Finance
	518 10 49 03		Dues/Member/Subscriptions: 001 000 518 General Fund	10.14	Business Prime Annual Membership Fee - Non Dept
	518 11 49 01		Dues/Member/Subscriptions: 001 000 518 General Fund	10.14	Business Prime Annual Membership Fee - Personnel
	518 81 49 03		Dues/Memberships/Subscrip 001 000 518 General Fund	10.15	Business Prime Annual Membership Fee - I/S
	521 22 49 03		Dues/Member/Subscriptions: 001 000 521 General Fund	10.14	Business Prime Annual Membership Fee - Police
	524 20 49 00		Dues/Member/Subscriptions: 001 000 524 General Fund	10.14	Business Prime Annual Membership Fee - Building
	531 50 49 05		Dues/Member/Subscriptions: 415 000 531 Storm Drain	10.15	Business Prime Annual Membership Fee - Storm
	534 10 49 03		Dues/Member/Subscriptions: 425 000 534 Water Fund (dep	10.15	Business Prime Annual Membership Fee - Water Admin
	535 10 49 02		Dues/Member/Subscriptions: 430 000 535 Sewer Fund (dep	10.15	Business Prime Annual Membership Fee - Sewer Admin
	542 30 49 03		Dues/Member/Subscriptions: 101 000 542 City Street Fund	10.15	Business Prime Annual Membership Fee - Street Reg
	558 60 49 02		Dues/Member/Subscriptions: 001 000 558 General Fund	10.15	Business Prime Annual Membership Fee - Planning
	571 10 49 03		Dues/Member/Subscriptions: 001 000 571 General Fund	10.15	Business Prime Annual Membership Fee - Rec
Total Amazon Capital Services				289.90	
36317	10/22/2025	10/28/2025	4141 Axon Enterprise	1,030.54	Pro License Bundle (Qty 2) - 2024
	521 22 35 00		Small Tools & Equip - Police 001 000 521 General Fund	440.86	Pro License Bundle (Qty 2) - 2024

ACCOUNTS PAYABLE

City Of Fircrest

Time: 10:07:44 Date: 10/24/2025

As Of: 10/28/2025

Page: 2

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
591 21 70 22	Lease Payments - Police		001 000 591 General Fund	393.12	Pro License Bundle (Qty 2) - 2024
591 21 70 23	SBITA Payments - Police		001 000 591 General Fund	196.56	Pro License Bundle (Qty 2) - 2024
36318	10/22/2025	10/28/2025	4141 Axon Enterprise	2,704.59	Bundle Core Taser 7, Auto Tagging License, True Up - Axon Core Plan
521 22 35 00	Small Tools & Equip - Police		001 000 521 General Fund	1,142.89	Bundle Core Taser 7, Auto Tagging License, True Up - Axon Core Plan
591 21 70 22	Lease Payments - Police		001 000 591 General Fund	955.97	Bundle Core Taser 7, Auto Tagging License, True Up - Axon Core Plan
591 21 70 23	SBITA Payments - Police		001 000 591 General Fund	605.73	Bundle Core Taser 7, Auto Tagging License, True Up - Axon Core Plan
36319	10/22/2025	10/28/2025	4141 Axon Enterprise	1,030.54	Pro License Bundle (Qty 2) - 2025
521 22 35 00	Small Tools & Equip - Police		001 000 521 General Fund	440.86	Pro License Bundle (Qty 2) - 2025
591 21 70 22	Lease Payments - Police		001 000 591 General Fund	393.12	Pro License Bundle (Qty 2) - 2025
591 21 70 23	SBITA Payments - Police		001 000 591 General Fund	196.56	Pro License Bundle (Qty 2) - 2025
36320	10/22/2025	10/28/2025	4141 Axon Enterprise	1,769.94	Bundle Core Taser 7
521 22 35 00	Small Tools & Equip - Police		001 000 521 General Fund	751.52	Bundle Core Taser 7
591 21 70 22	Lease Payments - Police		001 000 591 General Fund	678.95	Bundle Core Taser 7
591 21 70 23	SBITA Payments - Police		001 000 591 General Fund	339.47	Bundle Core Taser 7
36321	10/22/2025	10/28/2025	4141 Axon Enterprise	18,720.92	Body Cams, Dock Stations, Evidence.com Licenses, BWC, Tasers Certification, Vehicle Signal/Router/Radar
521 22 35 00	Small Tools & Equip - Police		001 000 521 General Fund	10,107.93	Body Cams, Dock Stations, Evidence.com Licenses, BWC, Tasers Certification, Vehicle Signal/Router/Radar
591 21 70 22	Lease Payments - Police		001 000 591 General Fund	6,304.45	Body Cams, Dock Stations, Evidence.com Licenses, BWC, Tasers Certification, Vehicle Signal/Router/Radar
591 21 70 23	SBITA Payments - Police		001 000 591 General Fund	2,308.54	Body Cams, Dock Stations, Evidence.com Licenses, BWC, Tasers Certification, Vehicle Signal/Router/Radar
Total Axon Enterprise				25,256.53	
36235	10/15/2025	10/28/2025	10401 Burley, Camille	77.14	02-00740.1 - 363 DEL MONTE AVE
343 10 00 00	Storm Drain Revenues		415 000 340 Storm Drain	-18.38	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (dep	-21.25	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (dep	-37.51	
36278	10/20/2025	10/28/2025	6018 Canon Financial Services Inc	194.54	Police Copier/Fax - September 2025

ACCOUNTS PAYABLE

City Of Fircrest

Time: 10:07:44 Date: 10/24/2025

As Of: 10/28/2025

Page: 3

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
521 22 45 00	Oper Rentals - Copier - Polic	001 000 521	General Fund	17.85	Police Copier/Fax Tax - September 2025
591 21 70 22	Lease Payments - Police	001 000 591	General Fund	176.69	Police Copier/Fax Rental - September 2025
36310	10/22/2025	10/28/2025	5805 CenturyLink (Lumen LD)	9.79	Long Distance Access & Usage 10/2025
518 10 42 00	Communication - Non Dept	001 000 518	General Fund	9.79	Long Distance Access & Usage 10/2025
36268	10/17/2025	10/28/2025	3994 CenturyLink	481.05	Telecommunications - 10/2025
518 10 42 00	Communication - Non Dept	001 000 518	General Fund	143.50	City Hall Alarm & Fax (2) - 10/2025
521 22 42 00	Communication - Police	001 000 521	General Fund	289.72	Police BA/Modem & Fax - 10/2025
531 50 42 00	Communication - Storm	415 000 531	Storm Drain	11.96	PW Alarm - 10/2025
534 10 42 00	Communication - Water Adr	425 000 534	Water Fund (de	11.96	PW Alarm - 10/2025
535 10 42 01	Communication - Sewer Adr	430 000 535	Sewer Fund (de	11.96	PW Alarm - 10/2025
542 30 42 00	Communication - Street Reg	101 000 542	City Street Fund	11.95	PW Alarm - 10/2025
36280	10/20/2025	10/28/2025	4315 Cities Insurance Assoc of WA	1,000.00	Insurance Deductible - 05/31/24 - Ball*C2914
518 30 46 01	Insurance Deductible - Gene	001 000 518	General Fund	1,000.00	Insurance Deductible - 05/31/24 - Ball*C2914
36296	10/21/2025	10/28/2025	4325 City Treasurer-Tacoma-SEWER	264,231.68	3rd Qtr 2025 - Sewer Treatment
535 60 44 02	Sewage Treatment	430 000 535	Sewer Fund (de	264,231.68	3rd Qtr 2025 - Sewer Treatment
36267	10/17/2025	10/28/2025	4324 City Treasurer-Tacoma	71,713.47	Fire/EMS - 11/2025
522 20 40 00	Tacoma Contract - Fire	001 000 522	General Fund	22,674.67	Fire - 11/2025
522 20 41 00	Tacoma Contract - EMS	001 000 522	General Fund	49,038.80	EMS - 11/2025
36292	10/21/2025	10/28/2025	6268 Cole-Parmer Instrument Company	63.62	Tisab Reagent for Fluoride Testing (2)
534 80 41 00	Water Testing	425 000 534	Water Fund (de	63.62	Tisab Reagent for Fluoride Testing (2)
36313	10/22/2025	10/28/2025	3573 Copiers Northwest Inc	40.70	Printer Usage 08/28/25-09/28/25
521 22 45 00	Oper Rentals - Copier - Polic	001 000 521	General Fund	40.70	Printer Usage 08/28/25-09/28/25
36236	10/15/2025	10/28/2025	10905 Corcoran, Colleen	6,212.50	Consultant Services - September 2025
514 23 41 00	Prof Svcs - Finance	001 000 514	General Fund	6,212.50	Consultant Services - September 2025
36299	10/21/2025	10/28/2025	10913 David Evans and Associates, Inc.	198.88	P#74 Regents West Grind & Overlay - Professional Services 08/31/25-09/27/25
595 10 63 06	Project Engineering - Street	101 000 594	City Street Fund	198.88	P#74 Regents West Grind & Overlay - Professional Services 08/31/25-09/27/25

ACCOUNTS PAYABLE

City Of Fircrest

Time: 10:07:44 Date: 10/24/2025

As Of: 10/28/2025

Page: 4

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
36266	10/17/2025	10/28/2025	9303 Deal, Robert L.	324.00	Police Background Checks (7.75 Hrs) & Mileage 08/22/25-09/25/25
	521 22 41 00	Prof Svcs - Police	001 000 521 General Fund	324.00	Police Background Checks (7.75 Hrs) & Mileage 08/22/25-09/25/25
36274	10/17/2025	10/28/2025	4310 Dept Of Revenue-EXCISE TAX	515.27	September 2025 Excise Taxes
	531 50 44 00	Excise Tax - Storm	415 000 531 Storm Drain	7.81	September 2025 Excise Taxes
	534 10 44 00	Excise Tax - Water	425 000 534 Water Fund (de	12.50	September 2025 Excise Taxes
	534 10 44 00	Excise Tax - Water	425 000 534 Water Fund (de	21.53	September 2025 Excise Taxes
	535 10 44 00	Excise Tax - Sewer	430 000 535 Sewer Fund (de	20.96	September 2025 Excise Taxes
	571 20 43 00	Excise Tax - Participation Fee	001 000 571 General Fund	1.36	September 2025 Excise Taxes
	576 20 43 00	Excise Tax - Pool Revenue	001 000 576 General Fund	400.95	September 2025 Excise Taxes
	589 30 00 00	Retail Sales Tax	655 000 580 Agency Fund/Bd	50.16	September 2025 Excise Taxes
36272	10/17/2025	10/28/2025	4858 Ewing Irrigation Products Inc	58.16	Chlorine Line Repair Parts
	576 20 31 04	Repair Supplies - Pool	001 000 576 General Fund	58.16	Chlorine Line Repair Parts
36233	10/15/2025	10/28/2025	10536 Figuracion, Stacey	13.58	01-02580.0 - 230 FARALLONE AVE
	343 10 00 00	Storm Drain Revenues	415 000 340 Storm Drain	-2.96	
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (de	-3.48	
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	-7.14	
36290	10/21/2025	10/28/2025	4318 Fircrest City of - Interfund (Treasur	11,183.94	October 2025 Interfund
	518 30 47 00	Public Utility Services - City I	001 000 518 General Fund	906.83	October 2025 Interfund
	531 50 47 02	Public Utility Services - Bldg	415 000 531 Storm Drain	64.01	October 2025 Interfund
	531 50 47 02	Public Utility Services - Bldg	415 000 531 Storm Drain	19.16	October 2025 Interfund
	534 10 47 00	Utility Services/Building - Wi	425 000 534 Water Fund (de	64.01	October 2025 Interfund
	534 80 47 01	Utility Services/Pumping	425 000 534 Water Fund (de	641.68	October 2025 Interfund
	534 80 47 03	Public Utility Services - Mete	425 000 534 Water Fund (de	19.15	October 2025 Interfund
	535 10 47 00	Utility Services/Building - Se	430 000 535 Sewer Fund (de	64.01	October 2025 Interfund
	535 80 47 04	Public Utility Services - Mete	430 000 535 Sewer Fund (de	19.16	October 2025 Interfund
	542 30 47 02	Electricity & Gas/Bldg - Stre	101 000 542 City Street Fund	64.01	October 2025 Interfund
	542 30 47 02	Electricity & Gas/Bldg - Stre	101 000 542 City Street Fund	19.16	October 2025 Interfund
	542 80 47 00	Public Utility Services - St Be	101 000 542 City Street Fund	516.14	October 2025 Interfund
	548 65 47 00	Utility Services/Building - Sh	501 000 548 Equipment Rent	34.50	October 2025 Interfund
	571 10 47 00	Public Utility Services - Rec	001 000 571 General Fund	312.78	October 2025 Interfund
	576 20 47 00	Public Utility Services - Pool	001 000 576 General Fund	767.05	October 2025 Interfund
	576 80 47 00	Public Utility Services - Parks	001 000 576 General Fund	7,672.29	October 2025 Interfund
36277	10/20/2025	10/28/2025	10994 GCP WW Holdco LLC, Whistle Workwear	94.30	Work Boots - J Davis

ACCOUNTS PAYABLE

City Of Fircrest

Time: 10:07:44 Date: 10/24/2025

As Of: 10/28/2025

Page: 5

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
531 50 20 01	Contract Benefits - Storm	415 000	531 Storm Drain	23.58	Work Boots - J Davis
534 10 20 01	Contract Benefits - Wtr Adm	425 000	534 Water Fund (de	23.57	Work Boots - J Davis
535 10 20 01	Contract Benefits - Sewer Ac	430 000	535 Sewer Fund (de	23.57	Work Boots - J Davis
542 30 20 01	Contract Benefits - Street Re	101 000	542 City Street Fund	23.58	Work Boots - J Davis
36281	10/20/2025	10/28/2025	11235	Gabriel, Roland	75.00 Security Deposit Refund, Gabriel, 09/27/25
582 10 00 00	Deposit Refunds	001 000	580 General Fund	75.00	Security Deposit Refund, Gabriel, 09/27/25
36306	10/21/2025	10/28/2025	3666	Grainger Inc, Dept 826129041	402.70 Air Filters - PW & CH
518 30 31 03	Oper Supplies - PWF	001 000	518 General Fund	168.67	Air Filters - PW
518 30 31 04	Oper Supplies - CH	001 000	518 General Fund	261.90	Air Filters - CH
518 30 31 04	Oper Supplies - CH	001 000	518 General Fund	152.73	Air Filters - CH
518 30 31 04	Oper Supplies - CH	001 000	518 General Fund	-180.60	Credit Return - Air Filters - CH
36239	10/15/2025	10/28/2025	7919	Hamel, Sarah	78.00 Library Reimbursement - 1 Year
572 21 49 00	Library Services	001 000	572 General Fund	78.00	Library Reimbursement - 1 Year
36308	10/22/2025	10/28/2025	2456	Hamilton, Craig	78.00 Library Reimbursement - 1 Year (Jill)
572 21 49 00	Library Services	001 000	572 General Fund	78.00	Library Reimbursement - 1 Year (Jill)
36263	10/17/2025	10/28/2025	3690	Holroyd Co Inc	84.66 Asphalt Disposal from Sewer Main Repairs - 300 Blk Columbia
535 80 47 02	Dumping Fees - Sewer	430 000	535 Sewer Fund (de	84.66	Asphalt Disposal from Sewer Main Repairs - 300 Blk Columbia
36270	10/17/2025	10/28/2025	3692	Home Depot Credit Services	19.83 2018 Stihl Pressure Washer - Tube for Pressure Washer Wheel
548 65 48 11	O & M - Parks/Rec	501 000	548 Equipment Rent	19.83	2018 Stihl Pressure Washer - Tube for Pressure Washer Wheel
36271	10/17/2025	10/28/2025	3692	Home Depot Credit Services	18.61 Miracle Grow for City Hall Flowers
518 30 31 04	Oper Supplies - CH	001 000	518 General Fund	18.61	Miracle Grow for City Hall Flowers
36284	10/21/2025	10/28/2025	3692	Home Depot Credit Services	21.99 Dawn Ultra (Qty 2)
571 10 31 04	Janitorial Supplies - Rec Bldg	001 000	571 General Fund	21.99	Dawn Ultra (Qty 2)
36285	10/21/2025	10/28/2025	3692	Home Depot Credit Services	110.81 Extension Cords (Qty 3), 3-Outlet Power Adapter (Qty 4)

ACCOUNTS PAYABLE

City Of Fircrest

Time: 10:07:44 Date: 10/24/2025

As Of: 10/28/2025

Page: 6

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
576 80 35 00	Small Tools & Equip - Parks	001 000 576	General Fund	110.81	Extension Cords (Qty 3), 3-Outlet Power Adapter (Qty 4)
Total Home Depot Credit Services				171.24	
36243 10/15/2025	10/28/2025	11071	Johnson, Lauren	78.00	Library Reimbursement - 1 Year (Lauren)
572 21 49 00	Library Services	001 000 572	General Fund	78.00	Library Reimbursement - 1 Year (Lauren)
36246 10/15/2025	10/28/2025	11225	LDC, Inc., c/o Ricquel Cardoza	1,430.15	Refund for Duplicate Payment on 10/01/25 for Invoice #8263
322 10 00 00	Building Permit	001 000 320	General Fund	-891.00	Refund for Duplicate Payment on 10/01/25 for Invoice #8263
345 83 00 00	Plan Check Fees	001 000 340	General Fund	-514.15	Refund for Duplicate Payment on 10/01/25 for Invoice #8263
386 10 01 00	State Building Code	655 000 380	Agency Fund/Bd	-25.00	Refund for Duplicate Payment on 10/01/25 for Invoice #8263
36237 10/15/2025	10/28/2025	7337	Larsen, Roman A	78.00	Library Reimbursement - 1 Year (Nicole)
572 21 49 00	Library Services	001 000 572	General Fund	78.00	Library Reimbursement - 1 Year (Nicole)
36259 10/17/2025	10/28/2025	3791	Lowe's Company-#338954	19.24	Sand Bags for Street Sign on Regents
542 30 31 02	Oper Supplies - Street Reg	101 000 542	City Street Fund	19.24	Sand Bags for Street Sign on Regents
36307 10/22/2025	10/28/2025	3816	Marv's Backhoe Service	2,384.77	Cost to Haul Dirt, Concrete & Asphalt from Misc. Projects
531 50 47 01	Dumping Fees - Storm	415 000 531	Storm Drain	596.19	Cost to Haul Dirt, Concrete & Asphalt from Misc. Projects
534 80 47 02	Dumping Fees - Water	425 000 534	Water Fund (dep	596.19	Cost to Haul Dirt, Concrete & Asphalt from Misc. Projects
535 80 47 02	Dumping Fees - Sewer	430 000 535	Sewer Fund (dep	596.20	Cost to Haul Dirt, Concrete & Asphalt from Misc. Projects
542 30 47 01	Dumping Fees - Street	101 000 542	City Street Fund	596.19	Cost to Haul Dirt, Concrete & Asphalt from Misc. Projects
36244 10/15/2025	10/28/2025	10447	Masko, Dawn	245.00	AWC Member Expo - Lodging & Meal Reimbursement - 10/08/25 -10/09/25
518 11 43 00	Travel - Personnel	001 000 518	General Fund	245.00	AWC Member Expo - Lodging & Meal Reimbursement - 10/08/25 -10/09/25
36322 10/22/2025	10/28/2025	11239	Meyers, Lyndsay	78.00	Library Reimbursement - 1 Year

ACCOUNTS PAYABLE

City Of Fircrest

Time: 10:07:44 Date: 10/24/2025

As Of: 10/28/2025

Page: 7

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
	572 21 49 00 Library Services		001 000 572 General Fund	78.00	Library Reimbursement - 1 Year
36241	10/15/2025	10/28/2025	2845 Moline, Margaret	78.00	Library Reimbursement - 1 Year
	572 21 49 00 Library Services		001 000 572 General Fund	78.00	Library Reimbursement - 1 Year
36247	10/15/2025	10/28/2025	11057 Nasworthy Polygraph, LLC	350.00	Polygraph Testing for New Officer
	521 22 41 00 Prof Svcs - Police		001 000 521 General Fund	350.00	Polygraph Testing for New Officer
36300	10/21/2025	10/28/2025	3898 Northwest Aerial Services	3,502.71	#59083D (2008 Ford F550 Dump Truck) Installed New Motor and Fixed Wiring Loom & Switch; Replace Headlights & Rear Tail Lights; Replace Rear Brakes & Calipers; Fix Backup Alarm
	548 65 48 12 O & M - Street		501 000 548 Equipment Rent	3,502.71	#59083D (2008 Ford F550 Dump Truck) Installed New Motor and Fixed Wiring Loom & Switch; Replace Headlights & Rear Tail Lights; Replace Rear Brakes & Calipers; Fix Backup Alarm
36240	10/15/2025	10/28/2025	10000 Onxley, Paula	78.00	Library Reimbursement - 1 Year (Paula)
	572 21 49 00 Library Services		001 000 572 General Fund	78.00	Library Reimbursement - 1 Year (Paula)
36294	10/21/2025	10/28/2025	3923 Orca Pacific Inc	2,198.95	Hypochlorite Solution Sodium Hypochlorite 8 (400 Gal)
	576 20 31 01 Oper Supplies - Pool Chemi		001 000 576 General Fund	2,198.95	Hypochlorite Solution Sodium Hypochlorite 8 (400 Gal)
36295	10/21/2025	10/28/2025	3923 Orca Pacific Inc	769.30	Chlorine for Wells (150 gallons)
	534 80 31 03 Oper Supplies - Chlorine		425 000 534 Water Fund (dep	769.30	Chlorine for Wells (150 gallons)
			Total Orca Pacific Inc	2,968.25	
36264	10/17/2025	10/28/2025	3958 PC Budget & Finance - Jail	2,520.99	Jail Services - September 2025
	523 60 40 01 Jail		001 000 523 General Fund	2,520.99	Jail Services - September 2025
36238	10/15/2025	10/28/2025	1513 Pearse, Mary F.	78.00	Library Reimbursement - 1 Year
	572 21 49 00 Library Services		001 000 572 General Fund	78.00	Library Reimbursement - 1 Year
36255	10/17/2025	10/28/2025	3955 Petrocard Systems Inc	249.20	Gas/Fuel - 10/2025
	548 65 31 13 Gas - Storm		501 000 548 Equipment Rent	249.20	Storm - 10/2025

ACCOUNTS PAYABLE

City Of Fircrest

Time: 10:07:44 Date: 10/24/2025

As Of: 10/28/2025

Page: 8

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
36282	10/20/2025	10/28/2025	4828 Protect Youth Sports	228.55	Personnel Background Checks - Volunteers
	518 11 41 00	Prof Svcs - Personnel	001 000 518 General Fund	228.55	Personnel Background Checks - Volunteers
36273	10/17/2025	10/28/2025	10983 Public Safety Testing, Inc.	260.00	Recruiting Assistance, Application Processing, Written & Physical Ability Testing Subscription - 07/01/25-09/30/25
	521 22 49 03	Dues/Member/Subscription:	001 000 521 General Fund	260.00	Recruiting Assistance, Application Processing, Written & Physical Ability Testing Subscription - 07/01/25-09/30/25
36311	10/22/2025	10/28/2025	3986 Puget Sound Energy, BOT-01H	96.65	Natural Gas - PW - September 2025
	531 50 47 02	Public Utility Services - Bldg	415 000 531 Storm Drain	24.17	Natural Gas - PW - September 2025
	534 10 47 00	Utility Services/Building - W	425 000 534 Water Fund (de	24.16	Natural Gas - PW - September 2025
	535 10 47 00	Utility Services/Building - Se	430 000 535 Sewer Fund (de	24.16	Natural Gas - PW - September 2025
	542 30 47 02	Electricity & Gas/Bldg - Stree	101 000 542 City Street Fund	24.16	Natural Gas - PW - September 2025
36312	10/22/2025	10/28/2025	3986 Puget Sound Energy, BOT-01H	53.94	Natural Gas - City Hall - September 2025
	518 30 47 00	Public Utility Services - City I	001 000 518 General Fund	53.94	Natural Gas - City Hall - September 2025
			Total Puget Sound Energy, BOT-01H	150.59	
36234	10/15/2025	10/28/2025	8008 Quintanilla, Angela	443.72	02-02890.2 - 306 STANFORD ST
	343 10 00 00	Storm Drain Revenues	415 000 340 Storm Drain	-96.57	
	343 40 00 00	Sale Of Water	425 000 340 Water Fund (de	-113.70	
	343 50 00 00	Sewer Revenues	430 000 340 Sewer Fund (de	-233.45	
36262	10/17/2025	10/28/2025	11234 R5 Inc.	535.76	Thermoplastic White Traffic Paint (5 gal) & Solvent (10 gal)
	542 30 31 02	Oper Supplies - Street Reg	101 000 542 City Street Fund	535.76	Thermoplastic White Traffic Paint (5 gal) & Solvent (10 gal)
36242	10/15/2025	10/28/2025	1668 Reitz*, Sheila	78.00	Library Reimbursement - 1 Year
	572 21 49 00	Library Services	001 000 572 General Fund	78.00	Library Reimbursement - 1 Year
36276	10/20/2025	10/28/2025	10434 Romero, Stacey F	150.00	Spanish Interpreting (2 hrs) 24CR24291 - 10/16/25
	512 51 41 03	Prof Svcs - Interpreter - FMC	001 000 512 General Fund	150.00	Spanish Interpreting (2 hrs) 24CR24291 - 10/16/25
36256	10/17/2025	10/28/2025	2329 Roy, Benni	21.02	05-00440.1 - 1211 BERKELEY AVE

ACCOUNTS PAYABLE

City Of Fircrest

Time: 10:07:44 Date: 10/24/2025

As Of: 10/28/2025

Page: 9

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
343 10 00 00	Storm Drain Revenues		415 000 340 Storm Drain	-26.12	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	7.13	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-2.03	
36286	10/21/2025	10/28/2025	4035 Sarco Supply	169.95	Janitorial Supplies - PSB
	518 30 31 02	Oper Supplies - PSB Bldg	001 000 518 General Fund	169.95	Janitorial Supplies - PSB
36287	10/21/2025	10/28/2025	4035 Sarco Supply	348.42	Operating Supplies - City Hall
	518 30 31 04	Oper Supplies - CH	001 000 518 General Fund	348.42	Operating Supplies - City Hall
36288	10/21/2025	10/28/2025	4035 Sarco Supply	300.64	Operating Supplies - PW Facilities
	518 30 31 03	Oper Supplies - PWF	001 000 518 General Fund	300.64	Operating Supplies - PW Facilities
36289	10/21/2025	10/28/2025	4035 Sarco Supply	490.82	Janitorial Supplies - Rec Bldg
	571 10 31 04	Janitorial Supplies - Rec Bldg	001 000 571 General Fund	490.82	Janitorial Supplies - Rec Bldg
			Total Sarco Supply	1,309.83	
36301	10/21/2025	10/28/2025	11005 Scholer, Trina	152.60	Gym Reimbursement - February - October 2025
	531 50 20 01	Contract Benefits - Storm	415 000 531 Storm Drain	38.15	Gym Reimbursement - February - October 2025
	534 10 20 01	Contract Benefits - Wtr Adm	425 000 534 Water Fund (de	38.15	Gym Reimbursement - February - October 2025
	535 10 20 01	Contract Benefits - Sewer Ac	430 000 535 Sewer Fund (de	38.15	Gym Reimbursement - February - October 2025
	542 30 20 01	Contract Benefits - Street Re	101 000 542 City Street Fund	38.15	Gym Reimbursement - February - October 2025
36291	10/21/2025	10/28/2025	6088 Sentinel Pest Control Inc	135.08	Pest Control - City Hall - 10/2025
	518 30 48 02	Rep & Maint - City Hall	001 000 518 General Fund	135.08	Pest Control - City Hall - 10/2025
36302	10/21/2025	10/28/2025	10400 Shaeffer, Adam	78.00	Library Reimbursement - 1 Year
	572 21 49 00	Library Services	001 000 572 General Fund	78.00	Library Reimbursement - 1 Year
36257	10/17/2025	10/28/2025	5304 South Sound 911	37,325.00	3rd Qtr 2025 - SouthSound 911 Contract Services
	521 22 41 02	Dispatch (Communications)	001 000 521 General Fund	23,677.50	LE Communications Services 3rd Qtr 2025
	521 22 41 04	Records (CPL Permitting)	001 000 521 General Fund	3,287.50	Records/Permitting Services 3rd Qtr 2025
	521 22 41 05	IT Charges (RMS)	001 000 521 General Fund	10,360.00	RMS & IT Support Services 3rd Qtr 2025
36258	10/17/2025	10/28/2025	5304 South Sound 911	37,325.00	4th Qtr 2025 - SouthSound 911 Contract Services
	521 22 41 02	Dispatch (Communications)	001 000 521 General Fund	23,677.50	LE Communications Services 4th Qtr 2025
	521 22 41 04	Records (CPL Permitting)	001 000 521 General Fund	3,287.50	Records/Permitting Services 4th Qtr 2025
	521 22 41 05	IT Charges (RMS)	001 000 521 General Fund	10,360.00	RMS & IT Support Services 4th Qtr 2025

ACCOUNTS PAYABLE

City Of Fircrest

Time: 10:07:44 Date: 10/24/2025

As Of: 10/28/2025

Page: 10

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
			Total South Sound 911	74,650.00	
36275	10/20/2025	10/28/2025	4084 Staples Business Advantage	148.05	Office Supplies - Court
	512 51 31 00	Office & Oper Sup - Court	001 000 512 General Fund	148.05	Office Supplies - Court
36303	10/21/2025	10/28/2025	4322 Tacoma, City of - POWER	11,124.12	Power - Various Locations - 09/2025
	518 30 47 00	Public Utility Services - City I	001 000 518 General Fund	690.34	City Hall Power - 09/2025
	531 50 47 02	Public Utility Services - Bldg	415 000 531 Storm Drain	64.86	PW Power - 09/2025
	534 10 47 00	Utility Services/Building - Wi	425 000 534 Water Fund (de	64.86	PW Power - 09/2025
	534 80 47 01	Utility Services/Pumping	425 000 534 Water Fund (de	4,216.60	PW, Well #4, #9, Golf Course - 09/2025
	535 10 47 00	Utility Services/Building - Se	430 000 535 Sewer Fund (de	64.86	PW Power - 09/2025
	535 80 47 01	Utility Services/Pumping	430 000 535 Sewer Fund (de	901.16	Pumps/LS Power - 09/2025
	542 30 47 02	Electricity & Gas/Bldg - Stret	101 000 542 City Street Fund	64.87	PW Power - 09/2025
	542 30 47 03	Electricity/Traffic Lights	101 000 542 City Street Fund	60.35	Traffic Control - 09/2025
	542 63 47 00	Electricity/Street Lights	101 000 542 City Street Fund	1,457.86	Street Lights - 09/2025
	548 65 47 00	Utility Services/Building - Sh	501 000 548 Equipment Rent	43.04	F&E Garage Power - 09/2025
	571 10 47 00	Public Utility Services - Rec	001 000 571 General Fund	1,249.03	Rec Center Power - 09/2025
	576 20 47 00	Public Utility Services - Pool	001 000 576 General Fund	1,140.05	Pool Power - 09/2025
	576 80 47 00	Public Utility Services - Parks	001 000 576 General Fund	1,106.24	Parks Power - 09/2025
36279	10/20/2025	10/28/2025	5844 US Bank, Recreation Dept Account	1,126.52	P-Card Charges thru 10/14/25
	571 10 31 00	Office Supplies - Rec	001 000 571 General Fund	139.26	Office Supplies - Tape, 3-Ring Binder, Display Stand, Tissues, Jersey Frame Display Case
	571 10 31 01	Oper Supplies - Rec	001 000 571 General Fund	41.16	Picture Frames (Qty 7)
	571 10 31 02	Senior Program Supplies	001 000 571 General Fund	232.85	Senior Morning Supplies
	573 90 49 01	Community Events	001 000 573 General Fund	713.25	Community Events - Supplies, Banners
36245	10/15/2025	10/28/2025	4180 Utilities Underground	28.75	Locates 09/2025
	534 10 49 00	Miscellaneous - Water Admi	425 000 534 Water Fund (de	14.38	Locates 09/2025
	535 10 49 00	Miscellaneous - Sewer Admi	430 000 535 Sewer Fund (de	14.37	Locates 09/2025
36293	10/21/2025	10/28/2025	4231 Water Mgmt Labs Inc	450.00	Coliform and Fluoride Water Testing - 09/24/2025
	534 80 41 00	Water Testing	425 000 534 Water Fund (de	450.00	Coliform and Fluoride Water Testing - 09/24/2025
36283	10/20/2025	10/28/2025	4256 Winning Seasons	79.27	Swim Team T-Shirts & Tanks (Qty 4)
	576 20 31 05	Swim Team Supplies	001 000 576 General Fund	79.27	Swim Team T-Shirts & Tanks (Qty 4)
36297	10/21/2025	10/28/2025	4256 Winning Seasons	176.16	Adult Basketball Champion Shirts (10)

ACCOUNTS PAYABLE

City Of Fircrest

Time: 10:07:44 Date: 10/24/2025

As Of: 10/28/2025

Page: 11

Accts

Pay #	Received	Date Due	Vendor	Amount	Memo
571 10 31 05	Program Supplies - Adults	001 000 571	General Fund	176.16	Adult Basketball Champion Shirts (10)
Total Winning Seasons				255.43	
36260 10/17/2025	10/28/2025	5286	Winsupply	245.58	Backflow Preventor - Orchard/Emerson Irrigation Planter Strip
542 80 31 01	Oper Supplies - St Beaut	101 000 542	City Street Fund	245.58	Backflow Preventor - Orchard/Emerson Irrigation Planter Strip
Report Total:				490,951.82	

Fund

001 General Fund	208,016.83
101 City Street Fund	4,123.19
415 Storm Drain	1,004.07
425 Water Fund (department)	7,498.11
430 Sewer Fund (department)	266,385.18
501 Equipment Rental Fund	3,849.28
655 Agency Fund/Bdg Permit	75.16

This report has been reviewed by:

REMARKS:

Signature & Title

Date

CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

Mayor Pro Tempore Nikki Bufford called the special meeting to order at 6:00 P.M. and led the Pledge of Allegiance. Councilmembers David M. Viafore, Karen Mauer-Smith, Brett L. Wittner, Hunter T. George, and Jim Andrews, and Mayor Shannon Reynolds were present. Mayor Reynolds and Councilmember Wittner attended the meeting virtually.

PRELIMINARY 2026 BUDGET – 1st BUDGET WORK SESSION

Finance Director Deskins presented the Preliminary 2026 Budget General Fund overview and highlighted that the preliminary budget includes a 2.7 percent cost-of-living adjustment for all employees, based on the Consumer Price Index (CPI). The 2026 personnel requests include reclassifying the Public Works Administrative Assistant to a Utility Billing Clerk, converting the part-time Community Events Specialist to a full-time position, and moving one seasonal/casual Recreation Leader to a permanent part-time position.

Finance Director Deskins presented two proposed budget requests that include a new pool cover and new office furniture for the Police Chief. She highlighted the General Fund revenue changes, stating that the property tax line, retail sales tax, and other tax revenues increased. Finance Director Deskins noted anticipated increases in retail sales tax, building, mechanical, and plumbing permits relating to the Whittier Elementary School Replacement Project.

Council discussions included the frequency and cost of the pool cover replacement, recreation programming and pool revenues, and wastewater treatment charges.

City Department Directors provided brief overviews of their 2025 accomplishments and 2026 budget requests.

- City Manager Masko reported on the Legislative budget and highlighted that there were no major changes.
- Court Administrator Olivarez reported on the finalization of the Enterprise Justice Implementation, as the Administrative Office of the Courts begins onboarding the remaining limited jurisdiction courts statewide, preparing for and onboarding a new Judge, monitoring for legislative updates, continuing staff training, and preparing for the Photo Enforcement Program.
- City Manager Masko stated that there are no major changes to the Administration budget, highlighting that staff efforts will focus on the Pedestrian Safety Plan, the Photo Enforcement Program, and overseeing the Whittier Elementary School Replacement Project construction.
- Finance Director Deskins reported that Finance will continue with a status quo budget and no new projects or staffing changes.
- City Manager Masko reported on the Legal Services budget and highlighted an increase for 2026 due to cost-of-living adjustments, a contract increase for the City Prosecutor, and ongoing costs for special legal counsel. There was a brief discussion on future impacts from legislative changes affecting Assigned Counsel and upcoming labor negotiations with the Police Guild.
- Public Works Director Bemis reported on the City Hall columns' restoration, upcoming facility painting needs, anti-graffiti options for the public restrooms, and the Time and Temperature sign.

- Police Chief Celis reported on current calls for service statistics, staffing levels, increasing community engagement and visibility, participation in local school programming, and the proposed in-car video lease. Council discussions included the Police Department's overtime costs, staffing levels requiring the overtime to cover patrol shifts, and funding for the emphasis patrol overtime.
- City Manager Masko reported that the City continues to work with two planning consultants, hiring an in-house planner in 2026, the interlocal agreement with University Place for on-call code enforcement services, and revisiting the building and planning fee schedule.
- Parks and Recreation Director Grover reported on the backstop project funding at Fircrest Park, summer and senior programming expansion, the proposed staffing requests, and the pool operations, to include lifeguard certification. There was a brief discussion on updating the Parks and Recreation Open Space Plan.

Council discussions included using Westside Disposal mailers for City outreach, the upcoming EMS levy renewal, purchasing surplus generators, researching emergency management grants for generators, sending the Parks and Recreation Director to the National Recreation and Park Association (NRPA) Annual Conference, and the health condition of the Alice Peers Park tree.

Finance Director Deskins discussed the Equipment Rental and Replacement (ERR) fund and highlighted allocations for two new police vehicles, a dump truck, a street sweeper, a crane truck, and a facilities maintenance truck. She also reported the budget requests for a new generator and new workstations. Council discussions included the street sweeper replacement, reinstating the equipment replacement-tracking form, and aligning ERR allocations with actual replacement costs.

Council discussions included unfunded staffing requests, 2026 legislative request, the Community Center and pool maintenance reserve, providing detailed equipment replacement forms, emphasis patrols, the photo enforcement program, and the Whittier Elementary School Replacement project revenues breakdown and one-time funding use.

ADJOURNMENT

Councilmember Viafore MOVED to adjourn the meeting at 7:36 P.M., seconded by Councilmember Mauer-Smith.

The Motion Carried (7-0).

Shannon Reynolds, Mayor

Arlette Burkhart, City Clerk

CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

Mayor Pro Tempore Nikki Bufford called the special meeting to order at 6:00 P.M. and led the Pledge of Allegiance. Councilmembers David M. Viafore, Brett L. Wittner, and Jim Andrews, and Mayor Shannon Reynolds were present. Mayor Reynolds, Councilmember Andrews, and Councilmember Viafore attended the meeting virtually. Councilmember Mauer-Smith was absent and excused. Councilmember Hunter T. George was absent during roll call and joined the meeting in person at 6:06 P.M.

PRELIMINARY 2026 BUDGET – 2nd BUDGET WORK SESSION

Finance Director Deskins presented the Preliminary 2026 Budget's Street, Sewer, Storm, and Water Funds and highlighted that Public Works salaries and benefits allocations were updated to reflect their daily work for budgeting and auditing compliance.

Public Works Director Bemis presented the Street, Storm, Water, and Sewer Fund operating goals, revenues, and expenses to include Capital Fund revenues and expenditures. Director Bemis reported on the Street Fund and highlighted several upcoming capital projects, including the Regents Boulevard Grind and Overlay project, the Alameda Avenue Sidewalk project, the Emerson Street Sidewalk project, and the 44th Street West Sidewalk project with the City of University Place.

Public Works Director Bemis reported on the Storm Drain Fund and highlighted the update to the Stormwater Management Plan as a part of the NPDES requirements. The department continues to update the public with educational materials and outreach.

Public Works Director Bemis reported on the Water Fund and highlighted several updates, including the repair and replacement of fire hydrants, and conducting a detailed water fund analysis in 2026. He reported on the proposed three percent water rate adjustment to the base rate only for 2026, which would generate an estimated \$35,000 in additional revenue. Staff recommended maintaining reserves equal to three months of operating expenditure.

Council discussions included supporting a moderate increase to avoid larger increases in the future, maintaining a healthy reserve, the need for a comprehensive water rate analysis and multi-year financial projection, and system flushing.

Public Works Director Bemis reported on the Water Capital Fund and highlighted upcoming undersized water main replacement projects. Council discussions included using REET funds to support water capital projects. There was a brief discussion on buyouts of existing cell tower lease agreements which would generate one-time revenue to the Water Fund.

Public Works Director Bemis reported on the Sewer and Sewer Capital Fund. There was a discussion on the reduction in wastewater treatment costs. Director Bemis stated that Fircrest's higher usage period has ended, and year-end projections are expected to come in below the 2025 budgeted amount.

Finance Director Deskins stated that the third budget work session will focus on staffing requests, Equipment Replacement Reserve updates, and the proposed water rate adjustments.

There was a brief discussion on providing further information on the Whittier Elementary School Replacement construction cost breakdown, the vehicle replacement data, and revisiting the pool maintenance funding options.

City Manager Masko reported that she is reviewing the budget alongside Council and is drafting her official budget message. She stated that any minor adjustments or recommendations may be included in upcoming budget work sessions.

ADJOURNMENT

Councilmember Wittner MOVED to adjourn the meeting at 6:41 P.M., seconded by Councilmember George.

The Motion Carried (6-0).

Shannon Reynolds, Mayor

Arlette Burkhardt, City Clerk

CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

Mayor Pro Tempore Nikki Bufford 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, Jim Andrews, and Mayor Shannon Reynolds were present. Mayor Reynolds, Councilmember Andrews, and Councilmember Viafore attended the meeting virtually.

PRESIDING OFFICER’S REPORT

There was no Presiding Officer’s report.

CITY MANAGER COMMENTS

City Manager Masko reported on several items, including that the Pierce County Department of Assigned Counsel notified the City that it will no longer provide public defender services for the Fircrest and Ruston Municipal Courts after December 31, 2025. The City is preparing an RFP for new public defender services. A new Municipal Court Judge will also be appointed in mid-December. City Manager Masko highlighted several staffing updates to include John Truong’s promotion to the Police Records Coordinator position, Rosa Maria Sebastian’s promotion to the permanent Custodian position, and the departure of Utility Service Person II Trina Scholer. Tacoma Public Schools and the Whittier Elementary Design-Build Team will hold a community open house on Wednesday, October 22, 2025, at the Fircrest Community Center to present conceptual designs and answer questions.

Council discussions included the City’s requirement to provide representation to individuals determined to be indigent, and statewide challenges created by new legislation reducing public defender caseloads.

DEPARTMENT HEAD COMMENTS

- Parks and Recreation Director Grover provided an update on a recent cross-country meet, the Scarecrows and Skeletons of Fircrest registration, and the upcoming Haunted Trails event.
- Police Chief Celis reported on several items, including the upcoming Police Records Technician oral boards, congratulated John Truong on his promotion, the department’s participation in the Terrific Kids event, and provided an update on calls for service within the City. Chief Celis recognized and commended Detective John Roberts for his outstanding work on a multi-jurisdictional fraud case.
- Finance Director Deskins reported that the State Auditor’s Office has reached out to begin preparations for the City’s upcoming audit. She will notify the Council once the audit is scheduled.

COUNCILMEMBER COMMENTS

- Councilmember George congratulated Detective Roberts on the outstanding work.
- Councilmember Wittner expressed excitement for the Mariners.
- Councilmember Mauer-Smith echoed Councilmember George and Wittner’s comments.
- Councilmember Andrews; no comment.
- Councilmember Viafore; no comment.
- Mayor Reynolds congratulated Detective Roberts.
- Mayor Pro Tempore Bufford; no comment.

PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA

Mayor Pro Tempore Bufford invited public comment. The following individual provided a comment.

- Vince Navarre, no address provided, commended Chief Celis for his support and participation in the Terrific Kids program.

COMMITTEE, COMMISSION, AND LIAISON REPORTS

A. Administration

There was no report.

B. Built Environment, Planning, and Building

Councilmember Wittner reported that staff is updating the Planning and Building webpage and working on cost recovery for consultant review time. The Planning Commission is reviewing HB 1998 – Co-Living Housing, HB 1293 – Design Review Standards, and HB 1337 – ADUs, and will review HB 1220 – Supportive Housing in November.

There was a brief discussion about sharing updates on the upcoming Whittier Elementary Open House.

C. Finance and Information Technology

There was no report.

D. Other Liaison Reports - Centennial Committee

There was no report.

CONSENT CALENDAR

Mayor Pro Tempore Bufford requested that the City Clerk read the Consent Calendar:

- A.** Approval of Check No. 14533 through 14534 in the amount of \$9,464.87
Approval of Check No. 14535 through 14542 in the amount of \$76,007.34.
Approval of Check No. 223537 through 223618 in the amount of \$195,555.80.
Approval of payroll electronic funds transfer in the amount of \$175,923.83.

- B.** Approval of September 23, 2025, Regular Meeting minutes

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

The Motion Carried (7-0).

PUBLIC HEARING

There was no public hearing scheduled.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS**A. Resolution No. 1985: Finance Consultant Contract Amendment #2**

City Manager Masko briefed the Council on the proposed resolution and highlighted that the amendment would allow Ms. Corcoran to continue training and assisting the Finance Director with the 2026 Budget and year-end closing processes. **Councilmember George MOVED to adopt Resolution No. 1985, authorizing the City Manager to execute Amendment #2 to the Professional Services Agreement with Colleen Corcoran for financial consulting services; seconded by Councilmember Wittner.** Mayor Pro Tempore Bufford invited Councilmember comments. Councilmember Wittner thanked Ms. Corcoran for her willingness to assist the City. Mayor Pro Tempore Bufford invited public comment; none were provided.

The Motion Carried (7-0).**B. Resolution No. 1986: Ethos PNW Contract Amendment #1**

City Manager Masko briefed the Council on the proposed resolution and highlighted that the amendment would allow Ethos PNW to continue providing planning services, including support for the Whittier Elementary School Replacement project. **Councilmember George MOVED to adopt Resolution No. 1986, authorizing the City Manager to execute Amendment #1 to the Professional Services Agreement with Ethos PNW for on-call planning consulting services; seconded by Councilmember Wittner.** Mayor Pro Tempore Bufford invited Councilmember comment; none were provided. Mayor Pro Tempore Bufford invited public comment; none were provided.

The Motion Carried (7-0).**C. Resolution No. 1987: Kenyon Disend Contract Amendment #4**

City Manager Masko briefed the Council on the proposed resolution and highlighted that the amendment extends the term to December 31, 2026, and amends the hourly rate schedule. **Councilmember George MOVED to adopt Resolution No. 1987, authorizing the City Manager to execute Amendment #4 to the Professional Services Agreement with Kenyon Disend, PLLC, for City Attorney services; seconded by Councilmember Mauer-Smith.** Mayor Pro Tempore Bufford invited Councilmember comment; none were provided. Mayor Pro Tempore Bufford invited public comment; none were provided.

The Motion Carried (7-0).**D. Resolution No. 1988: City of Puyallup Jail Interagency Agreement**

City Manager Masko briefed the Council on the proposed resolution and highlighted that the Interagency Agreement provides the City with an additional option to house inmates at a local jail. **Councilmember George MOVED to adopt Resolution No. 1988, authorizing the City Manager to execute an Interagency Agreement with the City of Puyallup for Jail Services; seconded by Councilmember Mauer-Smith.** Mayor Pro Tempore Bufford invited Councilmember comment; none were provided. Mayor Pro Tempore Bufford invited public comment; none were provided.

The Motion Carried (7-0).

E. Resolution No. 1989: WA Traffic Safety Commission Interagency Agreement

Police Chief Celis briefed the Council on the proposed resolution and highlighted that the agreement allows the Police Department to participate in traffic safety emphasis patrols. **Councilmember George MOVED to adopt Resolution No. 1989, authorizing the City Manager to execute an Interagency Agreement with the Washington Traffic Safety Commission regarding traffic safety emphasis patrols and related funding; seconded by Councilmember Mauer-Smith.** Mayor Pro Tempore Bufford invited Councilmember comment; none were provided. Mayor Pro Tempore Bufford invited public comment; none were provided.

The Motion Carried (7-0).

CALL FOR FINAL COMMENTS

There were no final comments.

EXECUTIVE SESSION

At 7:33 P.M., Mayor Pro Tempore Bufford reported that the Council would take a five-minute recess and convene into Executive Session, not to exceed thirty (30) minutes to review the performance of a public employee, pursuant to RCW 42.30.110(1)(g). City Manager Masko was invited to attend the Executive Session.

Mayor Reynolds and Councilmember Andrews left the Council meeting at 8:06 P.M.

The Council reconvened at 8:08 P.M.

ADJOURNMENT

Councilmember Mauer-Smith MOVED to adjourn the meeting at 8:08 P.M., seconded by Councilmember Wittner.

The Motion Carried (5-0).

Shannon Reynolds, Mayor

Arlette Burkhart, City Clerk

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: Public Hearing – 2026 Preliminary Revenues

ITEM: 11A

DATE: October 28, 2025

FROM: Allison Deskins, Finance Director

RECOMMENDED MOTION: None. Public Hearing Only.

PROPOSAL: The purpose of the Public Hearing is to receive public input on the 2026 Preliminary Revenues.

FISCAL IMPACT:

Fund	Fund Name	Revenue
001	General Fund	\$12,313,987
101	Street Fund	2,201,258
105	Police Investigation Fund	950
150	Cumulative Reserve Fund	2,750,000
201	Park Bond Debt Service Fund	746,140
301	Park Bond Capital Fund	1,096,785
310	Real Estate Excise Tax Fund	3,114,440
415	Storm Drain Fund	1,296,179
416	Storm Drain Capital Fund	1,058,604
425	Water Fund	1,691,929
426	Water Capital Fund	407,068
430	Sewer Fund	4,080,503
432	Sewer Capital Fund	1,032,969
501	Equipment Replacement Fund	2,797,447
	TOTAL	\$34,588,261

ADVANTAGES: Allows citizens to comment on the 2026 Preliminary Revenues.

DISADVANTAGES: None.

ALTERNATIVES: None.

BACKGROUND: The 2026 Preliminary Budget was presented to the City Council on September 23, 2025. Budget workshops were held on October 6th, October 13th, and October 20th. Additional budget workshops are scheduled for November 3rd and November 10th. A public hearing on proposed revenue sources is required as part of the budget process. The Ad Valorem Tax Levy ordinance is scheduled for consideration at the November 12, 2025, Council meeting. Per Washington state law, the City Council must adopt the 2026 Budget no later than December 31, 2025.

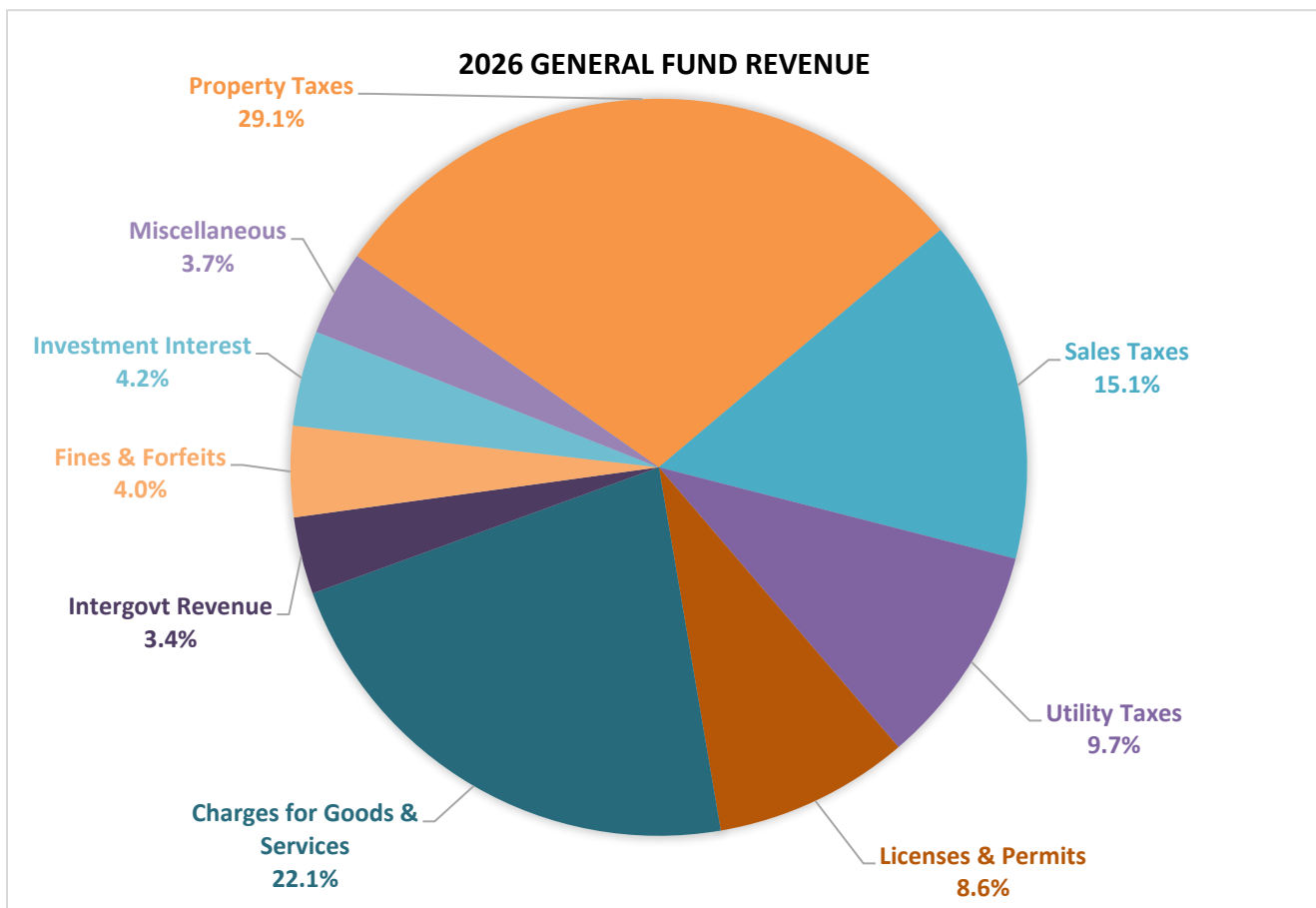
ATTACHMENTS: [2026 Revenue Sources](#)
2026 Revenue Sources Public Hearing PowerPoint

GENERAL FUND REVENUE

BARS	Description	2023 Actual	2024 Actual	2025 Budget	2026 Budget
308-51-00-01	Assigned BFB - Light	502,126	475,243	424,035	389,602
308-51-00-02	Assigned BFB - 44th Alameda	568,395	555,550	531,850	462,167
308-31-00-01	Restricted BFB - ARPA	800,393	335,369	-	-
308-91-00-01	Reserved for Cash Flow	1,400,000	1,925,000	1,925,000	1,925,000
308-91-00-01	Unassigned BFB - General	2,290,833	1,967,884	1,628,055	1,457,161
Total Fund Balance		5,561,746	5,259,047	4,508,940	4,233,930
311-10-00-00	General Property Taxes	1,701,014	1,713,199	1,743,556	1,769,304
311-10-01-00	EMS Taxes	562,711	566,672	576,688	585,230
311-30-00-00	Sale Of Tax Title Property	13			
313-11-00-00	Retail Sales & Use Tax	745,911	838,352	841,000	943,165
313-17-00-00	Zoo Tax	95,462	96,652	100,000	102,000
313-71-00-00	Local Criminal Justice Tax	168,999	172,594	176,715	177,500
316-40-00-00	Water Utility Tax	90,968	92,370	95,056	97,908
316-41-00-00	Sewer Utility Tax	169,612	170,943	173,700	173,700
316-42-00-01	Storm Drain Utility Tax	31,460	31,468	31,900	31,900
316-43-00-00	Gas Utility Tax	128,662	121,918	130,000	136,000
316-45-00-00	Garbage/Solid Waste Tax	138,405	142,956	149,800	153,845
316-46-00-00	Television Cable Tax	144,881	130,344	138,000	127,549
316-47-00-00	Telephone/Telegraph Tax	71,130	54,778	65,000	65,000
Total Taxes		4,049,227	4,132,246	4,221,415	4,363,099
321-91-00-01	Non-Comp Charge/Electric	398,090	327,890	343,200	358,000
321-91-00-02	Franchise Fee Water	9,030	9,304	9,600	9,750
321-91-00-03	Franchise Fee Cable TV	120,240	108,746	125,000	123,600
321-99-00-00	Business Licenses & Permits	56,452	59,470	65,000	65,000
322-10-00-00	Building Permit	23,890	56,033	54,300	100,000
322-10-00-01	Mechanical Permit	6,269	5,010	6,700	25,000
322-10-00-02	Plumbing Permit	3,292	3,856	4,500	10,000
322-10-00-03	Excavate/Clear/Grading Permits	-	285	285	300
322-10-00-05	Sign Permit	730	100	500	500
322-10-00-06	Investigation Fee	1,297	-	1,000	1,000
322-10-00-07	Fire Protection Permit	-	450	500	500
322-90-00-00	Other Licenses & Permits (Alarm)	300	205	300	300
Total Licenses & Permits		619,590	571,349	610,885	693,950
332-92-10-00	ARPA Grant	-	-	-	-
333-20-60-00	Reimb - St of WA (Fed Passthru)	10,307	-	8,000	10,000
334-00-30-00	State Grant From Secretary of State	-	-	-	-
334-01-20-00	State Grant From AOC	1,555	1,449	1,064	2,000
334-01-21-00	State Grant From AOC - Blake Decision	4,939	1,624	1,624	2,000
334-04-20-00	State Grant - Dept of Comm - Comp Plan	62,500	62,500	-	-
334-04-20-02	State Grant - Dept of Comm - Middle Housing	-	25,000	-	-
334-04-20-03	State Grant - Dept of Comm - Climate Planning	-	-	-	-
335-04-01-00	Criminal Justice Special Funding	10,000			
336-00-98-00	City Assistance	100,676	118,091	112,200	118,000
336-06-21-00	CJ Population	2,609	2,765	2,890	3,041

BARS	Description	2023 Actual	2024 Actual	2025 Budget	2026 Budget
336-06-26-00	CJ Special Programs	9,210	9,715	10,120	10,715
336-06-42-00	Marijuana Excise Tax	11,478	11,387	14,000	12,000
336-06-51-00	DUI-Cities	499	704	800	800
336-06-94-00	Liquor Excise Tax	50,588	49,780	48,785	50,608
336-06-95-00	Liquor Board Profits	44,132	43,693	44,355	53,069
336-06-95-01	Liquor Board Profits - Public Safety	11,033	10,923	8,930	11,000
	Total Intergovernmental Revenues	321,549	339,657	254,793	273,233
341-43-00-00	Interdepartmental Service Chg	755,612	698,961	824,968	876,293
341-49-00-00	Ruston Court Contract	254,100	265,536	275,095	282,523
341-99-00-00	Passport Fees	50,260	53,060	70,000	75,000
342-40-00-00	Special Inspection Fees	-	-	-	-
345-81-00-01	Planning Permit	30,170	1,630	5,000	9,000
345-81-00-02	Site Development Permit	3,450	1,761	3,000	8,000
345-83-00-00	Plan Checking	22,351	14,450	15,000	15,000
347-30-00-00	Swimming Pool Fees	192,479	180,626	192,210	200,000
347-30-00-02	Swim Team Fees	6,025	6,550	8,425	9,000
347-30-00-04	Recreation Fees	43,056	50,562	70,000	30,000
347-30-00-06	Adult Basketball Registration	3,410	-	-	-
347-30-00-08	Adult Kickball Registration	625	-	-	-
347-30-00-09	Adult Pickleball Registration	660	-	-	-
347-30-00-10	Participation Fees-Adult	-	1,914	5,000	5,365
347-30-00-11	Senior Trips	-	-	-	12,000
347-30-00-12	Day Camps	-	-	-	38,000
347-30-00-13	Skyhawks Camps	-	-	-	20,000
347-60-00-01	Youth Basketball Registration	25,180	-	-	-
347-60-00-02	Youth Baseball Registration	22,355	-	-	-
347-60-00-30	Registration-Fees---Special-Events	-	-	-	15,355
347-60-00-04	Indoor Soccer Registration	2,848	-	-	-
347-60-00-05	Flag Football Registration	320	-	-	-
347-60-00-09	Instructor Based Revenue	57,586	55,562	52,000	52,000
347-60-00-10	Swimming Instruction Fees	55,245	54,813	58,800	58,800
347-60-00-11	Instructor Based Revenue - Pool	-	-	-	-
347-60-00-12	Cancellation Fee - Activities	30	-	-	-
347-60-00-13	Participation Fees-Youth	-	64,440	65,130	82,000
	Total Charges for Goods & Services	1,525,761	1,449,865	1,644,628	1,788,335
353-10-00-01	Municipal Court	153,215	265,934	238,000	315,000
356-50-00-00	Investigative Fund Assessments	1,762	1,820	1,500	2,000
356-50-04-00	DUI Invest Fund Assessments	887	1,143	1,500	5,000
	Total Fines & Forfeits	155,864	268,896	241,000	322,000
361-11-00-01	Investment Interest - General	348,080	363,119	293,700	320,500
361-40-00-01	Sales Interest	2,470	3,255	3,500	3,500
361-40-00-03	Int On Gen Property Taxes	7,291	7,455	7,500	7,500
361-40-00-04	Int On EMS Property Taxes	1,496	1,529	1,500	1,500
361-40-00-05	Interest Payment from PCBF	7,686	3,852	-	-
361-40-00-06	Interest from Fircrest Municipal Court	-	3,340	5,000	5,000
362-40-00-00	Rental Revenue - Space & Facility	73,836	80,027	100,000	85,000
362-40-00-01	Rental Revenue - Soccer Field	5,200	6,855	6,000	6,500
362-40-00-02	Rental Revenue - Cancellation Fees	50	-	-	-
362-40-00-03	Rental Revenue - Recreation Equipment	114	495	600	300

BARS	Description	2023 Actual	2024 Actual	2025 Budget	2026 Budget
362-50-00-01	Land Rental - Gen Fund Property	90,595	94,675	98,090	100,738
362-50-00-02	Land Rental - ERR Garage	5,000	5,225	5,415	5,561
362-50-00-03	Rental Revenue - Time/Temp Sign	2,420	2,860	2,640	2,640
362-50-00-04	Rental Revenue - Pool	15,512	18,870	17,550	20,000
362-50-00-07	Rental Revenue - Pool Party Room	13,473	12,026	18,500	13,000
367-00-00-02	Donations - Parks	41,438	42,263	41,500	47,500
367-00-00-03	Donations - Police	7,272	9,700	10,000	10,000
367-00-00-10	Donations - Fireworks	2,775	2,680	2,700	2,700
367-00-00-11	Private Grants	6,658	-	-	-
367-00-00-12	Donations - Centennial Celebration	-	-	25,000	-
369-10-00-00	Sale of Surplus - General	3,356	1,537	-	-
369-30-00-01	Confiscated-And-Forfeited-Property	-	12	-	-
369-40-00-00	Judgements and Settlements	900	-	-	-
369-81-00-00	Cash Over/Short	59	146	-	-
369-81-00-01	Cash Over/Short - Pool	-	-	-	-
369-91-00-01	Other Misc Revenue - General	4,243	12,558	5,000	7,500
	Total Misc Revenue	641,947	674,502	646,220	641,466
	Total Operating Revenue	7,313,938	7,436,514	7,618,941	8,082,083
382-10-00-00	Refundable Deposits	22,214	24,175	-	-
382-10-00-01	Permit Deposits	(972)	514	-	-
382-10-00-02	Rec Household Credit	277	615	-	-
398-10-00-01	Insurance Recovery Non Capital	-	-	-	-
	TOTAL RESOURCES	12,897,203	12,720,865	12,127,881	12,313,987



General Fund Revenue Sources

This summary describes each of the major General Fund revenue sources in the 2026 budget.

Beginning Fund Balance

The Beginning Fund Balance is the estimate of the amount of cash and investments on hand in the General Fund at the beginning of each year. The City continues to maintain its target General Fund reserve.

Taxes

General Property Taxes include anticipated revenue from new construction provided by the Pierce County Assessor-Treasurer's office. The 1% inflationary increase for general property taxes allowed by state law is included in the budget assumptions for tax year 2024.

EMS Taxes fund emergency medical services. The current EMS levy was passed by voters in 2020. 2026 is the 6th year of the six-year levy.

Retail Sales & Use Taxes are collected from customers of businesses operating within Fircrest city limits. The State collects and distributes sales tax on the sale of most consumer goods (except most food products), some services, and construction. The amount of sales tax fluctuates annually due to changes in the economy, the buying habits of consumers, and the level of construction taking place in the City.

Zoo/Trek Authority Sales Tax was established in 2001 to support the Point Defiance Zoo & Aquarium, Northwest Trek Wildlife Park, and local parks in Pierce County. The City receives a portion of this sales tax to help fund our park system.

Criminal Justice Sales Tax is levied by Pierce County to support criminal justice programs. The state collects this tax and distributes a portion of it to cities and towns based on population. The revenue must be used exclusively for criminal justice purposes.

Utility Taxes are imposed by the City on the gross income of various utility services provided within the boundaries of the City. A listing of utility tax rates is included in the back of the budget document. These rates vary from 3% to 8.5%.

Licenses & Permits

Non-Competition Charge is the amount that the City collects as a non-compete fee from Tacoma Public Utilities and is based on Tacoma's gross electric revenues for electrical services located in Fircrest for the preceding year times six percent (6%).

Cable TV Franchise Fees are received from the two cable companies that provide services to the City of Fircrest. The fees are levied at a rate of 5% of gross revenues on private utilities for the right to use public properties.

Business Licenses & Permits are received from businesses operating within Fircrest city limits. The City has partnered with the Washington State Department of Revenue (DOR) to provide one source for business licenses and renewals.

Development Fees are charged for building permits, mechanical permits, plumbing permits, and sign permits. Fees imposed for permits are based on project valuation for new and remodeling construction activity in Fircrest.

Intergovernmental Revenue

Intergovernmental Revenues consist of federal, state, and local grants as well as state-shared revenues. State-shared revenues consist of taxes collected by other jurisdictions, of which the City receives a portion based primarily on a per capita basis. The City's population, as determined by the Office of Financial Management for state-shared revenue distributions, is 7,235.

Federal Pass-thru Grants are grants from the federal government that are distributed through a state agency. This line item includes \$8,000 for Police reimbursable overtime.

State Grants are grants received from Washington State.

City-County Assistance is received from the Department of Revenue and provides ongoing assistance to low tax-base cities and counties. The distribution is based on per capita sales tax revenues and property tax-assessed values.

Criminal Justice Shared Revenues are distributed based partially on crime rates as well as on a per capita basis. These funds are required to be spent on some combination of innovative law enforcement programs, domestic violence prevention programs, and/or child abuse prevention programs.

Marijuana Excise Tax is distributed to cities, towns, and counties based on a complex formula with a "per capita share" to cities, towns, and counties that allow the siting of producers, processors, and retailers.

Liquor Excise Tax is collected by the State, with 35% of collections being distributed to counties, cities, and towns based on populations (less a permanent transfer to the state general fund).

Liquor Board Profits are collected by the State in the form of license fees from distributors and retailers. The City must devote at least 2% of its liquor profits distribution to support an approved alcohol or drug addiction program, as well as enhanced public safety programs.

Charges for Good and Services

Interdepartmental Service Charges are for services performed by the General Fund for Street, Storm Drain, Water, and Sewer Funds. The charges are determined on a percentage basis of operating expenditure budgeted.

Ruston Court Contract is revenue received from the City of Ruston for court-contracted services performed by the City of Fircrest Municipal Court.

Passport Fees are the City's share of revenue for processing passport applications.

Development-related Charges are fees assessed for planning and building activities, including planning permits, site development permits, and plan checking fees for new construction and land use activity in Fircrest.

Swimming Pool Fees include fees from admissions, lessons, and the swim team.

Participation Fees are charged to participants in team activities such as baseball, basketball, pickleball, etc.

Instructor-based Revenue is collected from participants registering for classes in which the city will pay a percentage to the instructor. There is an offsetting expenditure in the Recreation Department budget.

Fines & Forfeits

Fines, Forfeits, and Penalties are revenue received from the Fircrest Municipal Court for traffic violations, traffic and parking infractions, misdemeanors, and DWI violations.

Miscellaneous Revenue

Investment Interest is interest earnings received from City bank accounts and investments, primarily from the Local Government Investment Pool (LGIP).

Rental Revenue is received for rentals of the Parks and Recreation facilities, including fields, the pool, and the pool party room.

Land Rental Revenue is revenue from Public Works for the land on which the Public Works building is constructed and from ERR for the land on which the ERR building is constructed.

Park Donations are used to offset the cost of community programs.

Police Donations are offsetting revenues related to expenditures that will be incurred only if donations are received.

Other Miscellaneous Revenue consists of alarm permits, NSF fees, refund expenses from prior years, etc.

Other Financing Sources

Other Financing Sources are one-time funding sources or non-recurring in nature. Examples include insurance recoveries, restitution, and interfund transfers. Non-revenues include refundable deposits and permit deposits.

CITY STREET FUND REVENUE

BARS	Description	2023 Actual	2024 Actual	2025 Budget	2026 Budget
308-91-01-01	Unassigned BFB-Street	425,495	400,828	444,330	551,369
	Total Fund Balance	425,495	400,828	444,330	551,369
322-40-00-00	ROW Road Permits	8,747	9,613	10,000	10,000
	Total Licenses & Permits	8,747	9,613	10,000	10,000
333-20-20-01	Indirect Fed Grant - Dept of Trans	-	139,926	-	-
333-20-20-02	WSDOT STBG Grant - Emerson Sidewalk #73	-	-	-	313,108
334-03-81-00	State Grant from TIB	-	129,129	472,555	-
334-03-81-03	TIB Grant - Alameda Ave West Sidewalk #88	-	-	-	409,184
334-04-20-04	State Grant - DOC - Electron Crosswalk	-	7,735	-	-
336-00-71-00	Multimodal Transportation	9,368	9,275	9,182	9,050
336-00-87-00	Motor Vehicle Fuel Tax	133,595	128,063	131,441	132,709
	Total Intergovernmental Revenues	142,963	414,129	613,178	864,051
361-11-01-01	Investment Interest	18,733	12,975	13,100	13,834
367-00-00-04	Donation - Baskets	7,770	8,350	8,500	8,500
367-00-00-08	Donations - Beautification	1,755	2,345	2,400	2,440
369-91-01-01	Miscellaneous Revenue	-	-	-	-
	Total Miscellaneous Revenue	28,258	23,670	24,000	24,774
	Total Operating Revenues	179,968	447,412	647,178	898,825
398-10-01-01	Insurance Recovery	3,329	781	-	1,000
388-10-00-00	Prior Period Adjustment	171	-	-	-
	Total Non Revenue	3,500	781	-	1,000
397-00-00-02	Transfer In for Street Beautification	10,000	10,000	10,000	10,000
397-00-00-03	Transfer from Property Tax	255,152	256,980	261,533	265,396
397-00-00-04	Transfer from Light-St Maint	26,883	33,807	37,005	45,517
397-00-00-06	Transfer In From REET (1st 1/4)	90,499	411,851	100,000	100,000
397-00-00-09	Transfer In from REET (2nd 1/4)	-	13,092	83,392	329,151
	Total Other Financing Sources	382,534	725,729	491,930	750,063
TOTAL RESOURCES		991,498	1,574,750	1,583,438	2,201,258

REVENUE NARRATIVE

RCW [47.30.050](#) requires 0.42% of Motor Vehicle Fuel Taxes (MVFT) to be spent on pedestrian trails. The estimated amount of \$555 will be used to pay for miscellaneous trail upkeep, including salaries and wages.

Donations received in 2026 will be used for baskets, banners, flags, flowers, and other beautification projects throughout the city.

Transfer-In from the General Fund of \$10,000 is to cover a portion of the Street Beautification Budget.

Transfer from Property Tax is 15% of General Fund Property Tax received.

The Transfer from the Street Light fund balance covers the Street Light maintenance operating budget.

Transfer from REET 1 of \$100,000 is for minor street repairs.

Transfer of \$329,151 from REET 2 includes \$83,392 allocated for the Alameda Avenue Sidewalk Project and \$245,759 for the Emerson Sidewalk Project.

POLICE INVESTIGATION FUND - 105

BARS	Description	2,023 Actual	2,024 Actual	2,025 Budget	2,026 Budget
308-31-01-05	Restricted BFB-Police Investigation	12,701	13,333	13,983	450
	Total Beginning Fund Balance	12,701	13,333	13,983	450
361-11-01-05	Investment Interest	632	650	500	500
369-30-01-05	Forfeited Funds	0	0	0	0
	Total Misc- Revenues	632	650	500	500
TOTAL RESOURCES		13,333	13,983	14,483	950

CUMULATIVE RESERVE FUND – 150

BARS	Description	2023 Actual	2024 Actual	2025 Budget	2026 Budget
308-41-01-50	Committed BFB C.R. - General	1,212,846	1,979,506	2,750,000	2,750,000
308-41-01-51	Committed BFB C.R. - Street	-	-	-	-
308-41-01-53	Committed BFB C.R. - Water	-	-	-	-
308-41-01-52	Committed BFB C.R. - Sewer	-	-	-	-
	Total Fund Balance	1,212,846	1,979,506	2,750,000	2,750,000
381-20-00-01	Loan Payment from Cap Bond Fd	766,660	770,494	-	-
	Total Non-Revenues	766,660	770,494	-	-
TOTAL RESOURCES		1,979,506	2,750,000	2,750,000	2,750,000

PARK BOND DEBT SERVICE FUND - 201

BARS	Description	2023 Actual	2024 Actual	2025 Budget	2026 Budget
308-31-02-01	Restricted BFB-Park Bond Fund	135,816	149,811	163,602	172,754
	Total Fund Balance	135,816	149,811	163,602	172,754
311-10-02-01	Park Bond Property Taxes	441,634	452,941	474,676	572,886
	Total Taxes	441,634	452,941	474,676	572,886
361-11-02-01	Investment Interest	561	600	600	500
	Total Misc Revenue	561	600	600	500
TOTAL RESOURCES		578,011	603,352	638,878	746,140

PARK BOND CAPITAL FUND – 301

BARS	Description	2023 Actual	2024 Actual	2025 Budget	2026 Budget
308-31-03-01	Restricted BFB-Park Capital	1,675,641	1,401,290	734,720	1,054,267
	Total Fund Balance	1,675,641	1,401,290	734,720	1,054,267
334-02-70-01	State Grant	16,000	-	-	-
	Total Intergovernmental Revenues	16,000	-	-	-
361-11-03-01	Investment Interest	79,633	66,662	30,000	42,518
367-00-03-01	Donations	750,000	316,778	250,000	-
	Total Misc Revenue	829,633	383,440	280,000	42,518
TOTAL RESOURCES		2,521,274	1,784,730	1,014,720	1,096,785

REET FUND – 310

BARS	Description	2023 Actual	2024 Actual	2025 Budget	2026 Budget
308-31-03-11	Restricted BFB-REET (1st 1/4)	706,962	792,053	496,202	575,031
308-31-03-12	Restricted BFB-REET (2nd 1/4)	1,753,095	1,982,404	2,231,127	2,134,916
	Total Fund Balance	2,460,056	2,774,457	2,727,329	2,709,947
318-34-00-00	Capital Improvement 1	138,499	146,692	150,000	150,000
318-35-00-00	Growth Management 1	138,499	145,300	150,000	150,000
	Total Taxes	276,999	291,992	300,000	300,000
361-11-03-11	Investment Interest (1st 1/4)	37,092	41,192	18,650	21,602
361-11-03-12	Investment Interest (2nd 1/4)	90,810	100,849	87,000	82,892
	Total Misc Revenue	127,902	142,041	105,650	104,493
	TOTAL RESOURCES	2,864,957	3,208,490	3,132,979	3,114,440

STORM DRAIN FUND - 415

BARS	Description	2023 Actual	2024 Actual	2025 Budget	2026 Budget
308-51-04-15	Reserved for Cash Flow	116,000	112,510	127,736	137,644
308-51-04-15	Assigned BFB-Storm	253,106	334,193	413,889	465,977
	Total Fund Balance	369,106	446,703	541,625	603,621
334-03-10-00	Dept of Ecology NPDES Grant	75,000	23,792	75,000	120,000
	Total Intergovernmental Revenues	75,000	23,792	75,000	120,000
343-10-00-00	Storm Drain Fees & Charges	529,384	518,065	531,665	531,665
343-10-00-01	Setup Fees	415	275	500	500
343-10-00-02	Penalties	5,529	4,981	6,000	6,000
	Total Goods & Services	535,328	523,321	538,165	538,165
361-11-04-15	Investment Interest	45,204	55,510	40,150	34,393
369-91-04-15	Miscellaneous Revenue	-	-	-	-
	Total Miscellaneous Revenue	45,204	55,510	40,150	34,393
	Total Operating Revenues	655,532	602,623	653,315	692,558
TOTAL RESOURCES		1,024,638	1,049,326	1,194,940	1,296,179

STORM DRAIN CAPITAL FUND - 416

BARS	Description	2023 Actual	2024 Actual	2025 Budget	2026 Budget
308-51-04-16	Assigned BFB-Storm Capital	681,075	515,820	693,706	830,425
	Total Fund Balance	681,075	515,820	693,706	830,425
334-03-10-01	Department of Ecology Grant	147,528	162,642	-	-
337-00-00-01	Pierce County Flood District	-	49,594	50,000	142,979
	Total Intergovernmental Revenue	147,528	212,237	50,000	142,979
397-00-00-10	Transfer In from Storm Fund	81,900	81,900	85,200	85,200
	Total Transfers In	81,900	81,900	85,200	85,200
	TOTAL RESOURCES	910,503	809,956	828,906	1,058,604

WATER FUND - 425

BARS	Description	2023 Actual	2024 Actual	2025 Budget	2026 Budget
308-51-04-25	Assigned BFB-Water	244,152	238,692	232,539	380,232
	Total Fund Balance	244,152	238,692	232,539	380,232
343-40-00-00	Sale of Water	1,141,530	1,137,071	1,188,200	1,223,846
343-40-00-01	Service Connections	-	-	1,800	9,434
343-40-00-02	Setup Fees	1,138	793	1,500	1,500
343-40-00-03	Penalties	12,046	8,836	12,000	12,000
343-40-00-04	Backflow	-	-	300	300
	Total Charges for Goods and Services	1,154,713	1,146,699	1,203,800	1,247,080
361-11-04-25	Investment Interest	15,278	28,351	19,800	16,064
362-50-00-05	Rent City Property/High Tank	36,416	35,763	35,662	35,662
362-50-00-06	Rent City Property/Golf Tank	38,388	48,303	10,891	10,891
369-91-04-25	Other Misc. Revenue	2,015	4,130	2,000	2,000
	Total Misc. Revenues	92,097	116,546	68,353	64,617
TOTAL RESOURCES		1,490,961	1,501,938	1,504,692	1,691,929

WATER CAPITAL FUND - 426

BARS	Description	2023 Actual	2024 Actual	2025 Budget	2026 Budget
308-31-04-26	Restricted BFB - Water ARPA	644	147,270	-	-
308-51-04-26	Assigned BFB - Water Capital	214,668	207,874	80,987	203,068
	Total Fund Balance	215,312	355,144	80,987	203,068
333-11-00-00	Indirect Dept of Commerce	-	16,587	-	-
	Total State Grants	-	16,587	-	-
368-10-04-26	Capital Contributions/Tap Fees	-	-	4,000	4,000
	Total Capital Contributions	-	-	4,000	4,000
398-10-04-26	Insurance Recovery Capital - Water	-	113,118	-	-
	Total Other Financing Sources	-	113,118	-	-
397-00-00-11	Transfer In from Water Fund	200,000	200,000	131,550	200,000
397-00-00-14	Transfer from General Fund (ARPA)	290,000	30,000	-	-
	Total Transfers In	490,000	230,000	131,550	200,000
TOTAL RESOURCES		705,312	714,850	216,537	407,068

SEWER FUND - 430

BARS	Description	2023 Actual	2024 Actual	2025 Budget	2026 Budget
308-51-04-30	Reserved for Cash Flow	565,500	-	-	-
308-51-04-30	Assigned BFB-Sewer	820,711	1,477,553	1,091,397	1,106,717
	Total Fund Balance	1,386,211	1,477,553	1,091,397	1,106,717
343-50-00-00	Sewer Revenues	2,828,293	2,825,833	2,895,000	2,895,000
343-50-00-01	Service Connections	6,934	-	1,100	8,000
343-50-00-02	Setup Fees	458	323	600	600
343-50-00-03	Penalties	19,530	18,315	18,900	18,900
	Total Charges for Goods and Services	2,855,214	2,844,471	2,915,600	2,922,500
361-11-04-30	Investment Interest	132,637	135,781	72,250	49,786
369-91-04-30	Other Misc. Revenue	(431)	14,979	1,500	1,500
397-00-01-53	Transfer-In from Cumulative Reserve	-	-	-	-
	Total Misc. Revenues	132,206	150,760	73,750	51,286
TOTAL RESOURCES		4,373,631	4,472,783	4,080,747	4,080,503

SEWER CAPITAL FUND - 432

BARS	Description	2023 Actual	2024 Actual	2025 Budget	2026 Budget
308-51-04-32	Assigned BFB-Sewer Capital	1,351,997	1,400,335	718,075	745,969
	Total Fund Balance	1,351,997	1,400,335	718,075	745,969
368-10-04-32	Capital Contributions/Tap Fees	12,380	-	4,000	7,000
397-00-00-12	Transfer In	230,000	230,000	230,000	280,000
	Total Revenue	242,380	230,000	234,000	287,000
TOTAL RESOURCES		1,594,377	1,630,335	952,075	1,032,969

EQUIPMENT RENTAL & REPLACEMENT FUND – 501

BARS	Description	2023 Actual	2024 Actual	2025 Budget	2026 Budget
308-51-05-01	Assigned BFB-ERR	1,908,856	1,946,045	2,095,838	2,249,656
	Total Fund Balance	1,908,856	1,946,045	2,095,838	2,249,656
348-30-00-00	General Fund Replacement	111,805	105,362	78,085	125,875
348-30-01-00	City Street Fund Replacement	32,494	48,581	49,410	36,738
348-30-03-00	Water/Sewer Fund Replacement	58,029	65,865	62,120	57,347
348-30-04-00	Storm Sewer Replacement	46,546	47,755	45,950	43,624
348-30-08-00	General Fund O & M	62,426	75,685	88,682	90,961
348-30-09-00	City Street Fund O & M	20,367	37,035	33,047	33,604
348-30-11-00	Water/Sewer Fund O & M	19,729	27,336	40,898	44,143
348-30-12-00	Storm Sewer O & M	14,966	22,247	20,895	22,594
	Total State Grants	366,362	429,866	419,087	454,886
361-11-05-01	Investment Interest	94,512	95,027	81,750	87,694
362-40-05-01	Rental Revenue	4,706	4,903	5,075	5,212
369-10-00-05	Sale of Scrap	27,553	11,775	-	-
	Total Misc. Revenues	126,771	111,705	86,825	92,906
398-10-05-01	Insurance Recovery	1,029	-	-	-
	Total Other Financing Sources	1,029	-	-	-
TOTAL RESOURCES		2,403,018	2,487,616	2,601,750	2,797,447

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: Public Hearing – 2026 Preliminary Budget Expenditures

ITEM: 11B

DATE: October 28, 2025

FROM: Allison Deskins, Finance Director

RECOMMENDED MOTION: None. Public Hearing Only.

PROPOSAL: The purpose of the Public Hearing is to receive public input on the 2026 Preliminary Expenditure Budget.

FISCAL IMPACT:

Fund	Fund Name	Expenditures	Ending Fund Balance	Total Appropriation
001	General Fund	\$8,420,776	\$3,806,438	\$12,227,214
101	Street Fund	1,724,683	488,155	2,212,839
105	Police Investigation Fund	-	950	950
150	Cumulative Reserve Fund	-	2,750,000	2,750,000
201	Park Bond Debt Service Fund	556,200	189,940	746,140
301	Park Bond Capital Fund	-	1,096,785	1,096,785
310	Real Estate Excise Tax Fund	429,151	2,685,289	3,114,440
415	Storm Drain Fund	635,775	660,743	1,296,518
416	Storm Drain Capital Fund	95,200	963,404	1,058,604
425	Water Fund	1,333,597	360,794	1,694,391
426	Water Capital Fund	156,022	251,046	407,068
430	Sewer Fund	3,197,297	884,195	4,081,492
432	Sewer Capital Fund	295,316	737,653	1,032,969
501	Equipment Replacement Fund	972,859	1,832,544	2,805,404
	TOTAL	\$17,816,876	\$16,707,938	\$34,524,814

ADVANTAGES: Allows citizens to comment on the 2026 Preliminary Expenditures.

DISADVANTAGES: None.

ALTERNATIVES: None.

BACKGROUND: The 2026 Preliminary Budget was presented to the City Council on September 23, 2025. Budget workshops were held on October 6th, October 13th, and October 20th. Additional budget workshops are scheduled for November 3rd and November 10th. Public hearings on the proposed budget are required as part of the budget process. A public hearing is being held this evening, and a second public hearing is scheduled for November 12th. Per Washington state law, the City Council must adopt the 2026 Budget no later than December 31, 2025.

ATTACHMENTS: 2026 Expenditures Public Hearing PowerPoint

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: Co-Living Housing Code Amendments Discussion

ITEM: 13A

DATE: October 28, 2025

FROM: Lindsey Sehmel – Ethos PNW, Planning Consultant

RECOMMENDED MOTION: None. Discussion only.

SUMMARY: The purpose of tonight’s discussion is to provide an overview of [House Bill 1998](#) pertaining to co-living housing and to review the Planning Commission’s recommendation on the required zoning code amendments.

ATTACHMENTS: [Ethos PNW Briefing Memo](#)
[Fircrest Planning Commission – Resolution No. 25-02](#)
[Fircrest Planning Commission – Recommended Code Edits](#)

Memo



To: Fircrest City Council

From: Lindsey Sehmel, EMPA | AICP – Owner/Operator of ETHOS PNW

RE: Planning Commission Recommendation for Implementation of Co-living HB 1998.

DATE: October 28, 2025

Overview: The City of Fircrest retained ETHOS PNW for the processing of code amendments necessary to implement recently passed law in Washington State pertaining to co-living housing typologies in middle family zoning districts. The Planning Commission has completed their formal recommendation on the zoning code edits and held a public hearing on the item with no comments submitted. This memo summarizes the sections of Fircrest Municipal Code for direct implementation of the newly enacted state laws on co-housing. The City Council schedule and process identified for adoption will begin with the Public Hearing at your special scheduled meeting on November 12, 2025.

Background: The City through its partnership with SHAAP received background and supportive materials in advance of preparing the draft edits for consideration. SHAAP has a wide variety of resources available to review on the purpose and intent of co-housing from the perspective of the legislature and regional housing planning in Pierce County. These in-depth materials can be found on their website here: <https://southsoundaffordablehousing.org/co-living-resources/>

For tonight's discussion I have attached two one page summaries from SHAAP to provide a little more detail in advance of the tentative public hearing date in November. This includes the [HB1998 Requirements](#) and a fact sheet on what [Co-Living housing](#) typology is.

In addition to the fact sheets, there is a draft Ordinance prepared that Council may review for tonight's meeting to discuss if there is any proposed changes or shifts from the [SHAAP recommended Model Ordinance](#). If there are recommended changes or suggestions on the preparation of a Fircrest Ordinance, it is beneficial to discuss that now in advance of scheduling the Public Hearing.

Discussion: In implementing the requirements of HB 1998 the general provisions required are that the City cannot require more stringent development regulations for co-living housing than what is already required for multi-family residential uses. The City cannot require additional noticing or processing for the use of co-living than what is required for other types of residential uses in the same zone, and the City cannot exclude co-living housing from participating in any affordable housing incentive programs under 36.70A.540. In preparation for the City Council Discussion and adoption, redline edits have been prepared and identified for the following Fircrest Municipal Code sections as recommended by the Planning Commission via Resolution that are compliant with the standards and expectations outlined in HB 1998.

The edits prepared for City Council comply with the directive of HB 1998 by authorizing outright allowed uses in all zones that allow multi-family developments of a minimum of 6 units per lot. In addition to establishing co-living and an outright allowed use, there are proposed code edits to FMC 22.58, 22.60, 22.63, 22.98 for consistency and comprehensive implementation throughout the code. The final draft of legislative markup of these sections can be found as an attachment to this Memo.

- FMC 22.40 Residential 10- Traditional Community Design District (R-10-TCD)
- FMC 22.42 Residential 20 –District (R-20)
- FMC 22.43 Residential 30 District (R-30)
- FMC 22.46 Neighborhood Commercial (NC)
- FMC 22.48 Mixed Use Neighborhood District (MUN)
- FMC 22.50 Mixed Use Urban District (MUU)
- FMC 22.58 – Specific Use and Structure Regulations
- FMC 22.60 – Parking and Circulation
- FMC 22.63 - Design standards and guidelines for small lot and multifamily development
- FMC 22.98 Definitions

Adoption Timeline: ETHOS PNW has prepared the draft language as recommended by SSHAP, and the State of Washington and the City's Planning Commission held a properly noticed Public Hearing on September 2, 2025 and received no verbal or written public comment at that time.

On September 16th the City posted a SEPA threshold determination of non-significance for the non-project action. The environmental checklist was completed and provided to all agencies via the Washington State SEPA Register for a 14-day comment period. No state agency comments have been received by date of this memo. On September 19th, 2025 the City submitted the required 60-day notice of adoption to the Washington State Department of Commerce, this 60 day notice ends on November 17, 2025, and review letter was provided to the City from the Department of Commerce on October 7, 2025.

ETHOS PNW has coordinated with the City Clerk on scheduling final adoption and is presenting tonight the brief and presentation of the Planning Commission recommendation to City Council to respond to any questions on the requirements and discuss the proposed timeline.

City Council will hold a Public Hearing of a draft Ordinance on November 12, 2025 prior to the completion of the 60 day Commerce review, with potential final adoption scheduled for your November 25th regularly scheduled meeting. This schedule does provide an additional meeting available on December 9th if Council desires an additional reading of the ordinance or any revisions post Public Hearing.

Attachments:

Fircrest Planning Commission Signed Resolution No. 25-02
Fircrest Planning Commission Recommended Code Edits dated 09/16/2025

**CITY OF FIRCREST PLANNING COMMISSION
RESOLUTION NO. 25-02**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE
CITY OF FIRCREST, WASHINGTON, RECOMMENDING THE
ADOPTION OF AMENDMENTS TO TITLE 22 OF THE FIRCREST
MUNICIPAL CODE IN RESPONSE TO THE REQUIREMENTS OF
HOUSE BILL 1998 ON CO-LIVING MIDDLE HOUSING.**

WHEREAS, the Washington State Legislature adopted House Bills (HB) 1110 and 1337 during the 2023 legislative session, which mandate that cities and counties adopt regulations to allow middle housing and accessory dwelling units, as well as certain minimum densities; and

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

WHEREAS, the Planning Commission has undertaken review of the Development Regulation update to comply with House Bill 1998, by providing comments, suggestions, and historical subject matter expertise to staff regarding this development regulation update; and

WHEREAS, the City embarked on this process in May 2025 with initial Planning Commission briefing by representatives of SSHAP; and

WHEREAS, the Planning Commission is committed to amendments to Title 22 of the Fircrest Municipal Code that further a diversity of housing development types within all zones that outrightly allow multi-family uses; and

WHEREAS, the Planning Commission has had the opportunity to review comments on the draft update to Title 22 of the Fircrest Municipal Code at their meeting on August 19th, 2025; and

WHEREAS, after providing legally required public notice, the Planning Commission held a public hearing on September 2, 2025 to accept public testimony and comment on the proposed amendments; and

WHEREAS, the City submitted a *Notice of Intent to Adopt Amendment* to the Washington State Department of Commerce on September 19, 2025, which was issued to state agencies for a comment period that ends on November 18, 2025; and

WHEREAS, the City issued a *Determination of Nonsignificance* on September 17, 2025, with a 14-day comment period ending October 1, 2025; and

WHEREAS, the Planning Commission, in consideration of the criteria listed in

1 FMC 22.78.004, finds that the proposed amendments are consistent with the goals,
2 objectives, and policies of the comprehensive plan, in particular:

3 Goal LU-1: Provide sufficient land area and densities to meet Fircrest's projected
4 needs for housing, employment, and public facilities while focusing growth in
appropriate locations.

5 Goal LU-5: Achieve a mix of housing types and densities, maintain attractive and
6 healthy residential neighborhoods, and guide new housing development into
appropriate areas.

7 Policy LU-5.1: Accommodate and encourage a wide range of housing types to
8 meet the needs of community members through various life stages.

9 Policy LU-5.2: Expand housing choices, such as missing middle housing, to
10 enable residents to remain living in the community as their housing needs or
preferences change over time, and to attract new residents to the community.

11 Policy LU-5.3: Encourage detached and attached single-family dwellings,
12 cottage housing, live-work units, multi-family dwellings, including townhomes
13 and units located within vertical mixed-use buildings, accessory dwelling units,
14 residential care facilities for those who are unable to maintain independent living
arrangements, and other innovative housing that is compatible with the type and
scale of surrounding residential development.

15 Goal H-2: Achieve a mix of housing types to meet the needs of diverse
16 households at various income levels.

17 Policy H-2.1: Support housing innovation, using appropriate incentives, to meet
18 Fircrest's needs for housing affordability and diversity for a variety of household
19 sizes, incomes, types, and ages.

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

22 **Section 1.** The Planning Commission hereby recommends to the City Council approval
23 of the proposed amendments to Title 22 of the Fircrest Municipal Code, as set forth in
Exhibit A, which address the requirements of House Bill 1998.

24 **APPROVED AND ADOPTED BY THE PLANNING COMMISSION OF THE**
25 **CITY OF FIRCREST, WASHINGTON,** at a regular meeting thereof this 7th day
26 of October 2025.

27 **APPROVED:**

28 
Shirley Schultz, Chair

29 
BEN FERGUSON, VICE-CHAIR

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

ATTEST:

 ARLETTE BURKHART, CITY CLERK
 Dawn Masko, City Manager

Chapter 22.40

RESIDENTIAL-10-TRADITIONAL COMMUNITY DESIGN DISTRICT (R-10-TCD)

Sections:

- 22.40.001 Purpose.
- 22.40.002 Permitted uses.
- 22.40.003 Accessory uses.
- 22.40.004 Conditional uses.
- 22.40.005 Development standards.

22.40.001 Purpose.

The R-10-TCD zoning district is intended to implement the comprehensive plan's medium density residential traditional community design overlay land use designation. The district standards encourage a broad range of housing types, including single-family, duplex, and multifamily structures containing up to eight units per building when this facilitates the protection of critical areas or the retention of significant open space. Development plans must use neo-traditional designs that achieve pedestrian-friendly, human-scale neighborhoods. These neighborhoods will have interconnected street patterns, buildings that face streets, sidewalks or other public space, small setbacks, parking placed to the rear of buildings with access from alleys where feasible, and a variety of architectural building styles, design features and amenities which provide visual interest and reinforce the human-scale character of the neighborhood. (Ord. 1246 B 6, 2000).

22.40.002 Permitted uses.

Uses permitted subject to planned development approval in accordance with Chapter 22.76 FMC and administrative design review approval in accordance with Chapter 22.66 FMC:

- (a) Single-family dwelling.
- (b) Family group home, including adult family home.
- (c) Co-living.
- (~~d~~) Duplex dwelling.
- (~~f~~) (~~e~~) Multifamily dwelling within a structure containing no more than eight dwelling units, when clustered to avoid critical areas or to retain significant open space.
- (~~e~~) (~~g~~) Assisted living facility, including congregate care facility, convalescent home, hospice care center, residential care facility, and residential treatment facility.
- (~~f~~) (~~g~~) Manager's office, recreation facilities, laundry facilities, and other structures and facilities intended for use by residents of a residential complex.
- (~~g~~) (~~h~~) Nonmotorized recreational trail or passive recreational park with no permanent on-site staff.
- (~~h~~) (~~i~~) Necessary public or quasi-public utility building, structure or equipment, unstaffed and less than or equal to 500 square feet in gross floor area (subject to compliance with landscape standards in Chapter 22.62 FMC). Excludes substation. (Ord. 1562 B 13, 2015; Ord. 1246 B 6, 2000).

Chapter 22.42

RESIDENTIAL-20 DISTRICT (R-20)

Sections:

- 22.42.001 Purpose.
- 22.42.002 Permitted uses.
- 22.42.003 Accessory uses.
- 22.42.004 Conditional uses.
- 22.42.005 Development standards.

22.42.001 Purpose.

The R-20 zoning district is intended to implement the comprehensive plan's high density residential land use designation. The district provides for predominantly multifamily housing with the inclusion of duplexes, where appropriate. Development standards encourage neighborhood designs that have a density and configuration that support mass transit service along collector and arterial streets. Generally, developments within this district provide relatively affordable housing near shopping and employment centers. (Ord. 1246 § 7, 2000).

22.42.002 Permitted uses.

Uses permitted subject to site plan approval in accordance with Chapter 22.72 FMC and administrative design review approval in accordance with Chapter 22.66 FMC:

(a) Family group home, including adult family home.

(b) Co-Living

(c) Duplex dwelling.

~~(e)~~(d) Multifamily dwelling.

~~(d)~~(e) Assisted living facility, including congregate care facility, convalescent home, hospice care center, residential care facility, and residential treatment facility.

~~(e)~~(f) Manager's office, recreation facilities, laundry facilities, and other structures and facilities intended for use by residents of a residential complex.

~~(f)~~(g) Nonmotorized recreational trail or passive recreational park with no permanent on-site staff.

~~(g)~~(h) Necessary public or quasi-public utility building, structure or equipment, unstaffed and less than or equal to 500 square feet in gross floor area (subject to compliance with landscape standards in Chapter 22.62 FMC). Excludes substation. (Ord. 1562 § 14, 2015; Ord. 1246 § 7, 2000).

Chapter 22.43

RESIDENTIAL-30 DISTRICT (R-30)

Sections:

- 22.43.001 Purpose.
- 22.43.002 Permitted uses.
- 22.43.003 Accessory uses.
- 22.43.004 Conditional uses.
- 22.43.005 Development standards.

22.43.001 Purpose.

The R-30 zoning district is intended to implement the comprehensive plan's high density residential land use designation. The district provides for predominantly multifamily housing and supportive uses. Development standards encourage neighborhood designs that have a density and configuration that support mass transit service along collector and arterial streets. Potential impacts associated with higher density housing are ameliorated through high quality design that is consistent with the city's multifamily design standards and guidelines. Generally, developments within this district provide relatively affordable housing near community-serving mixed use office, retail and service uses. (Ord. 1562 § 17, 2015).

22.43.002 Permitted uses.

Uses permitted subject to site plan approval in accordance with Chapter 22.72 FMC and administrative design review approval in accordance with Chapter 22.66 FMC:

- (a) Family group home, including adult family home.
- (b) Multifamily dwelling, including Co-living.
- (c) Assisted living facility, including congregate care facility, convalescent home, hospice care center, residential care facility, and residential treatment facility.
- (d) Manager's office, recreation facilities, laundry facilities, and other structures and facilities intended for use by residents of a residential complex.
- (e) Nonmotorized recreational trail or passive recreational park with no permanent on-site staff.
- (f) Necessary public or quasi-public utility building, structure or equipment, unstaffed and less than or equal to 500 square feet in gross floor area (subject to compliance with landscape standards in Chapter 22.62 FMC). Excludes substation. (Ord. 1562 § 17, 2015).

Chapter 22.46

NEIGHBORHOOD COMMERCIAL DISTRICT (NC)

Sections:

- 22.46.001 Purpose.
- 22.46.002 Permitted uses.
- 22.46.003 Accessory uses.
- 22.46.004 Conditional uses.
- 22.46.005 Administrative uses.
- 22.46.006 Master plans.
- 22.46.007 Prohibited uses.
- 22.46.008 Development standards.

22.46.001 Purpose.

The NC zoning district is intended to implement the comprehensive plan's neighborhood commercial land use designation. This district provides for small-scale shopping areas that offer retail convenience goods and personal services primarily for the daily needs of nearby neighborhoods. This zoning district is designed to reduce vehicle trips by providing convenient shopping for nearby residents. NC zones are located on transit routes, and site and building design also encourage pedestrian, bicycle and transit use. A pedestrian orientation is required for new development and new automobile-oriented uses are prohibited. Neighborhood commercial sites are limited in size to keep them in scale with the neighborhoods they serve and nearby uses. In addition, high quality landscaping is used to make the area attractive and functional and to minimize negative impacts on nearby uses. Other measures, such as buffering requirements and limits on hours of operation, may be used to reduce impacts to nearby residences. Limited residential uses above the ground floor level of mixed-use buildings are encouraged. Master plans are required for substantial redevelopment or substantial new development within areas designated as special planning areas on the comprehensive plan's land use designation map. (Ord. 1562 § 20, 2015; Ord. 1246 § 9, 2000).

22.46.002 Permitted uses.

Uses permitted subject to site plan approval in accordance with Chapter 22.72 FMC and administrative design review approval in accordance with Chapter 22.66 FMC:

- (a) Retail sales store including, but not limited to, the sale or rental of the following items: antiques, appliances (small), art and art supplies, bicycles, books, clothing, fabrics, flowers, gifts, groceries, hardware, hobby and craft supplies, home furnishings, lawn and garden equipment and supplies, paint and wallpaper, music, pets, pharmaceuticals, photography supplies and processing, sporting goods, stationery, and videos.
- (b) Commercial service including, but not limited to: beauty and hair care, consulting, copying, fitness/health studios, laundry and cleaning (self-service), locksmithing, office equipment repair, optical, paging, pet grooming, post office or postal substation, studio photography, real estate sales, shoe repair, tailoring, telecommunication sales, and travel agency service.
- (c) Food- or beverage-serving establishment including, but not limited to: bakery, cafeteria, coffee shop, confectionery, delicatessen, espresso stand, ice cream or yogurt shop, restaurant and other sit-down, self-service or take-out establishments. See FMC 22.58.029 for standards regulating establishments licensed by the Washington State Liquor and Cannabis Board to serve liquor for on-premises consumption. See FMC 22.46.005 for establishments serving liquor for on-premises consumption in an outdoor customer seating area.
- (d) Commercial office serving primarily a local clientele including, but not limited to: medical, dental, optometric, business and professional office.
- (e) Culturally enriching use including, but not limited to: art gallery, dance studio, library, museum, live theater venue and senior center.

(f) Residential dwelling units, including Co-living, family group homes and adult family homes, located above the ground floor of a commercial establishment, not to exceed a maximum density of six units per gross acre of site area.

(g) Necessary public or quasi-public utility building, structure or equipment, unstaffed and less than or equal to 500 square feet in gross floor area (subject to compliance with landscape standards in Chapter 22.62 FMC). Excludes substation. (Ord. 1568 § 1, 2015; Ord. 1562 § 21, 2015; Ord. 1246 § 9, 2000).

Chapter 22.48

MIXED-USE NEIGHBORHOOD DISTRICT (MUN)

Sections:

22.48.001	Purpose.
22.48.002	Permitted uses.
22.48.003	Accessory uses.
22.48.004	Conditional uses.
22.48.005	Administrative uses.
22.48.006	Prohibited uses.
22.48.007	Development standards.

22.48.001 Purpose.

The MUN zoning district is intended to implement the comprehensive plan's mixed-use land use designation. This district provides opportunities for a broad mix of retail and office uses, personal, professional and business services, institutions, recreational and cultural uses, residential uses, and other facilities that provide services for the needs of nearby residents and businesses and the surrounding community. Development standards support moderate density residential development and moderately intense commercial development. In addition, the MUN district provides limited opportunities for light industrial activities that enhance the city's economic base and provide employment for residents in the area in a manner that is compatible with neighboring commercial and residential uses. Site and building design support pedestrian, bicycle and transit use while accommodating automobiles. Applicable form-based code standards require new development to establish a fine-grained street grid and block pattern as properties redevelop. Community greens, squares, plazas, and other publicly accessible spaces are incorporated into mixed-use developments that include a variety of complementary uses. High quality architecture, landscaping, streetscape, artwork, and other public amenities contribute to making the area inviting, attractive, functional, and vibrant for residents, employees, and visitors alike. (Ord. 1667 B 9, 2020).

22.48.002 Permitted uses.

Uses permitted subject to compliance with form-based standards in accordance with Chapter 22.57 FMC, site plan approval in accordance with Chapter 22.72 FMC and administrative design review approval in accordance with Chapter 22.66 FMC:

- (a) Commercial use, including retail, service, office, financial institution, fitness center, and food-serving establishment.
- (b) Microbeverage production facility, including microbrewery, microdistillery and microwinery.
- (c) Culturally enriching use, including art gallery, dance studio, library, museum, live theater venue, and senior center.
- (d) Laboratory, including medical, dental, and optical.
- (e) Civic, labor, social, and fraternal organization.
- (f) Veterinary clinic, with treatment and storage of animals within an enclosed building.
- (g) Entertainment and recreation facility (indoor only).
- (h) Automobile, recreational vehicle, and boat sales or rental, new or used (indoor showroom only).
- (i) Child day-care center.
- (j) Preschool, accredited, public or private.
- (k) Lodging.

- (l) Religious institution.
- (m) Family group home, including adult family home.
- (n) Cottage housing, live-work unit, **Co-Living** and multifamily dwelling.
- (o) Assisted living facility, including congregate care facility, convalescent home, hospice care center, residential care facility, and residential treatment facility.
- (p) Necessary public or quasi-public utility building, structure or equipment, unstaffed and less than or equal to 500 square feet in gross floor area (subject to compliance with landscape standards in Chapter 22.62 FMC). Excludes substation. (Ord. 1667 § 9, 2020).

Chapter 22.50

MIXED-USE URBAN DISTRICT (MUU)

Sections:

22.50.001	Purpose.
22.50.002	Permitted uses.
22.50.003	Accessory uses.
22.50.004	Conditional uses.
22.50.005	<i>Repealed.</i>
22.50.006	Administrative uses.
22.50.007	Prohibited uses.
22.50.008	Development standards.

22.50.001 Purpose.

The MUU zoning district is intended to implement the comprehensive plan's mixed-use land use designation. This district provides opportunities for a broad mix of retail and office uses, personal, professional and business services, institutions, recreational and cultural uses, residential uses, and other facilities that provide services for the needs of nearby residents and businesses and the surrounding community. Development standards support higher density residential development and more intense commercial development compared to the MUN zoning district. In addition, the MUU district provides limited opportunities for light industrial activities that enhance the city's economic base and provide employment for residents in the area in a manner that is compatible with neighboring commercial and residential uses. Site and building design support pedestrian, bicycle and transit use while accommodating automobiles. Applicable form-based code standards require new development to establish a fine-grained street grid and block pattern as properties redevelop. Community greens, squares, plazas, and other publicly accessible spaces are incorporated into mixed-use developments that include a variety of complementary uses. High quality architecture, landscaping, streetscape, artwork, and other public amenities contribute to making the area inviting, attractive, functional, and vibrant for residents, employees, and visitors alike. (Ord. 1667 § 11, 2020; Ord. 1562 § 27, 2015; Ord. 1311 § 11, 2002; Ord. 1246 § 11, 2000).

22.50.002 Permitted uses.

Uses permitted subject to compliance with form-based standards in accordance with Chapter 22.57 FMC, site plan approval in accordance with Chapter 22.72 FMC and administrative design review approval in accordance with Chapter 22.66 FMC:

- (a) Commercial use, including retail, service, office, financial institution, fitness center and food-serving establishment.
- (b) Microbeverage production facility, including microbrewery, microdistillery and microwinery.
- (c) Culturally enriching use, including art gallery, dance studio, library, museum, live theater venue, and senior center.
- (d) Laboratory, including medical, dental, and optical.
- (e) Civic, labor, social, and fraternal organization.
- (f) Veterinary clinic, with treatment and storage of animals within an enclosed building.
- (g) Entertainment and recreation facility (indoor only).
- (h) Automobile, recreational vehicle, and boat sales or rental, new or used (indoor showroom only).
- (i) Child day-care center.
- (j) Preschool, accredited, public or private.

- (k) Lodging.
- (l) Religious institution.
- (m) Family group home, including adult family home.
- (n) Live-work unit, Co-living, and multifamily dwelling.
- (o) Assisted living facility, including congregate care facility, convalescent home, hospice care center, residential care facility, and residential treatment facility.
- (p) Necessary public or quasi-public utility building, structure, or equipment, unstaffed and less than or equal to 500 square feet in gross floor area (subject to compliance with landscape standards in Chapter 22.62 FMC). Excludes substation. (Ord. 1667 § 12, 2020; Ord. 1611 § 12, 2018; Ord. 1562 § 28, 2015; Ord. 1325 § 2, 2003; Ord. 1311 § 12, 2002; Ord. 1246 § 11, 2000).

22.58.016 Co-living specific use standards

Co-living is a permitted use in all zones which allow at least six units of multifamily or middle housing development, including zones which allow six multifamily units as a component of mixed-use development.

(a). Sleeping units shall be subject to the following standards:

1. All sleeping units shall be no more than 300 square feet.
2. Sleeping units may include kitchenettes, but shall not include kitchens.
3. Sleeping units must include a private bathroom.
4. All sleeping units must have access by interior or covered exterior walkway to a shared kitchen.

(b). Shared kitchens shall be subject to the following standards:

1. At least one shared kitchen shall be provided for every fifteen sleeping units.
2. At least one shared kitchen shall be provided on each floor that also contains sleeping units.

(c) For the purposes of calculating density, sleeping units count as one quarter of a dwelling unit.

(d) Sleeping units shall be treated as one-half of a multifamily dwelling unit for the purpose of calculating fees for sewer connections.

(e) Where open space standards are applied based on the number of dwelling units, one half of the open space requirement will be required for sleeping units that is required of dwelling units.

Chapter 22.60

PARKING AND CIRCULATION

Sections:

- 22.60.001 Purpose and intent.
- 22.60.002 Chapter application.
- 22.60.003 Parking space requirements per activity.
- 22.60.004 Parking demand reduction credit.
- 22.60.005 Shared parking facilities.
- 22.60.006 Maximum parking space provisions.
- 22.60.007 Location of off-street spaces.
- 22.60.008 Parking and driveway design standards.
- 22.60.009 Barrier-free parking requirements.
- 22.60.010 Bicycle parking facilities.
- 22.60.011 Loading space requirements.
- 22.60.012 Stacking spaces for drive-through facilities.
- 22.60.013 Pedestrian circulation and access.
- 22.60.014 Transit facilities.
- 22.60.015 Parking reductions for temporary outdoor sales events.
- 22.60.016 Micromobility vehicles and facilities.

22.60.001 Purpose and intent.

(a) Purpose. The purpose of this chapter is to provide for adequate, convenient and safe off-street parking, loading and circulation areas for the permitted land uses described in this title; to protect neighborhoods from the effects of vehicular noise, traffic, and light and glare associated with parking and loading facilities; to reduce the amount of impervious surfaces associated with parking facilities; to reduce demand for parking by encouraging alternative means of transportation including public transit, rideshare and bicycles; and to increase pedestrian mobility within the community.

(b) Intent. The demand for parking responds to changing market forces, technology, and societal preferences. Minimum parking standards have resulted in development patterns dominated by expanses of parking perceived as visual blight, damaging to the environment, and low value in terms of tax base. The amount of parking provided on a site frequently exceeds parking demand ñ at considerable cost to property and business owners ñ and the community. In response, municipalities have adopted parking standards that restrict the amount of off-street parking provided for certain uses or locations. These constraints, however, may limit the viability of retail and other uses in some markets. Other municipalities have eliminated minimum parking space requirements and relied on the market to provide an appropriate number.

This chapter supports a transition toward relying on the market to determine parking supply but also reflects community concern that neighborhoods may be impacted by individual market-based decisions that collectively result in an undersupply of off-street parking. The intent of this chapter, therefore, is to balance market considerations with minimum and maximum numerical standards to ensure a sufficient, but not excessive, supply of parking ñ and authorize the city to approve an increase, or decrease, in the amount of parking being provided relative to a specified standard when a proposal can meet criteria. (Ord. 1667 ß 26, 2020; Ord. 1246 ß 16, 2000).

22.60.002 Chapter application.

New development, alteration to or an expansion of an existing development, and a change in use of a structure or lot, shall comply with the applicable requirements of this chapter.

(a) New Construction. Parking, loading and circulation shall be provided in accordance with this chapter for all new construction and lot development.

(b) Existing Development or Use. Parking, loading and circulation area requirements for alteration or expansion of existing developments or for a change or increase in intensity of use, shall be in accordance with the following:

(1) If the alteration, expansion or increase in intensity would require the addition of 20 percent or five or more additional off-street parking spaces, then the entire parking, loading and circulation area must be brought into conformance with this chapter.

(2) If the alteration, expansion or increase in intensity would require the addition of less than 20 percent or five parking spaces, then only the additional area devoted to parking, loading and circulation must conform with this chapter. (Ord. 1246 B 16, 2000).

22.60.003 Parking space requirements per activity.

The following tables identify the minimum number of parking spaces required to be provided for each activity unless a reduction is authorized in accordance with this chapter. The director or hearing examiner, as specified in this chapter, shall determine the actual required spaces for a proposed activity based on the tables below, the requirements of this chapter and on actual field experience.

If the formula for determining the number of off-street parking spaces results in a fraction, the number of spaces shall be rounded to the nearest whole number with fractions greater than or equal to one-half rounding up and fractions less than one-half rounding down. In the following tables, isfî means square feet of gross floor area, and iduî means dwelling unit, unless otherwise noted.

(a) Residential and Lodging Activities.

Use	Required Spaces
Single-family (detached)	2 per du.
Co-Living	<u>Varies, see FMC 22.60.017</u>
Duplex	1.5 per du.
Cottage housing	1 per du ≤ 800 sf; 1.5 per du > 800 sf. Shared guest parking not to exceed 0.5 per du.
Single-family (detached) in small lot development	2 per du + 1 guest stall.
Single-family (attached) in small lot development	1.5 per du + 1 guest stall.
Multifamily	1.00 per du.
Multifamily ñ Efficiency units (250 ñ 450 sf in size), student housing, and affordable senior housing*	0.6 per du.
Congregate care facility	0.5 per du.
Group residences, including hospice care center, residential care facility, and residential treatment facility	0.5 per bedroom.
Accessory dwelling unit (ADU)	None.
Short-term rentals	See FMC 22.58.011.
Hotel/motel	1 per guest room.

22.60.017 Co-Living Parking.

(a) A. Off-street parking for co-living housing shall be subject to the following:

- (1) No off-street parking shall be required within one-half mile walking distance of a major transit stop as defined in RCW 36.70A.535.
- (2) No more than one off-street parking space per four sleeping units shall be required.

Chapter 22.63

DESIGN STANDARDS AND GUIDELINES FOR SMALL LOT AND MULTIFAMILY DEVELOPMENT

Sections:

- 22.63.001 Purpose.
- 22.63.002 Authority.
- 22.63.003 Applicability.
- 22.63.004 Review process.
- 22.63.005 Design standards and guidelines adopted.

22.63.001 Purpose.

The purpose of this chapter is to establish design standards and guidelines that will apply to small lot and multifamily development, including Co-living. (Ord. 1562 § 51, 2015).

22.63.002 Authority.

The provisions of this chapter shall augment and/or supersede existing regulations in this title. When provisions included in these design standards and guidelines conflict with other requirements of this title, these standards and guidelines shall apply unless otherwise provided. When a conflict exists between these design standards and guidelines and the form-based standards adopted pursuant to Chapter 22.57 FMC, the form-based standards shall apply. (Ord. 1667 § 34, 2020; Ord. 1562 § 51, 2015).

22.63.003 Applicability.

The standards and guidelines adopted pursuant to this chapter shall apply to:

- (a) All new small lot development.
- (b) All new multifamily, and Co-living development.
- (c) Major modifications to small lot and multifamily development. (Ord. 1562 § 51, 2015).

Chapter 22.98**DEFINITIONS**

Sections:

22.98.003	Definition of any word not listed.
22.98.006	Abandonment of telecommunications facility.
22.98.009	Accessory building or structure.
22.98.012	Accessory dwelling unit.
22.98.015	Accessory use.
22.98.016	Adaptive management.
22.98.017	Adjacent.
22.98.018	Adult bathhouse.
22.98.021	Adult bookstore.
22.98.024	Adult cabaret.
22.98.027	Adult entertainment.
22.98.030	Adult entertainment establishment.
22.98.033	Adult family home.
22.98.036	Adult live entertainment establishment.
22.98.039	Adult massage parlor.
22.98.042	Adult motion picture theater.
22.98.045	Adult retail store.
22.98.048	Adult sauna parlor.
22.98.051	Adult video store.
22.98.052	Advance mitigation.
22.98.053	Advertising copy.
22.98.054	Alley.
22.98.057	Alteration.
22.98.060	Amendment.
22.98.062	Anadromous fish.
22.98.063	Antenna.
22.98.066	Antenna height.
22.98.069	Antenna support structure.
22.98.072	Applicant.
22.98.075	Antique.
22.98.078	Antique store.
22.98.079	Aquifer.
22.98.080	Aquifer, confined.
22.98.081	Aquifer recharge areas.
22.98.082	Aquifer, sole source.
22.98.083	Aquifer susceptibility.
22.98.084	Aquifer, unconfined.
22.98.085	Area of shallow flooding.
22.98.087	Articulation.
22.98.090	Assisted living facility.
22.98.091	Available capacity.
22.98.091.1	Barbeque.
22.98.092	Base flood.
22.98.093	Basement.
22.98.094	Battery charging station.
22.98.094.1	Battery electric vehicle (BEV).
22.98.094.2	Battery exchange station.
22.98.095	Best available science.
22.98.096	Best management practices (BMPs).
22.98.097	Biodiversity.

22.98.099	Block.
22.98.100	Breakaway wall.
22.98.102	Buffer.
22.98.105	Buildable area.
22.98.108	Building.
22.98.111	Building, detached.
22.98.114	Building envelope.
22.98.114.1	Building elevation.
22.98.114.2	Building facade.
22.98.114.3	Building fascia.
22.98.114.4	Building frontage.
22.98.117	Building height.
22.98.120	Building line.
22.98.123	Building, principal or main.
22.98.126	Bulk regulations.
22.98.126.1	Burn barrel.
22.98.129	Business or commerce.
22.98.132	Caliper.
22.98.135	Camouflaged facility.
22.98.138	Carport.
22.98.141	Cell site.
22.98.142	Certificate of capacity.
22.98.143	Channel migration zone (CMZ).
22.98.144	Character.
22.98.145	Charging levels.
22.98.147	Child day-care center.
22.98.148	City engineer.
22.98.150	Clearing.
<u>22.98.152</u>	<u>Co-living</u>
22.98.153	Compensation.
22.98.154	Compensation project.
22.98.155	Compensatory mitigation.
22.98.156	Club.
22.98.159	Co-location.
22.98.160	Concurrency facilities.
22.98.161	Concurrency test.
22.98.162	Conditional use.
22.98.165	Conditional use permit.
22.98.166	Conservation easement.
22.98.168	Correctional group home.
22.98.171	Covenant.
22.98.174	COW.
22.98.177	Creation.
22.98.179	Critical aquifer recharge area.
22.98.180	Critical area inventory maps.
22.98.183	Critical areas.
22.98.184	Critical area tract.
22.98.185	Critical facility.
22.98.185.1	Critical root zone.
22.98.186	Critical species.
22.98.188	Cumulative impacts or effects.
22.98.189	Curb level.
22.98.192	Dedication.
22.98.193	Developable area.
22.98.194	Development.
22.98.195	Development permit.

22.98.196	Development permit, final.
22.98.197	Development permit, preliminary.
22.98.197.1	Diameter at breast height.
22.98.198	Director.
22.98.201	Drip line.
22.98.204	Drive-thru.
22.98.207	Dwelling.
22.98.210	Dwelling, duplex.
22.98.213	Dwelling, multifamily.
22.98.216	Dwelling, single-family.
22.98.219	Dwelling unit.
22.98.222	Early notice.
22.98.225	Ecosystem.
22.98.228	EIA.
22.98.228.1	Electric scooters and motorcycles.
22.98.228.2	Electric vehicle.
22.98.228.3	Electric vehicle charging stations.
22.98.229	Elevated building.
22.98.229.1	Eligible facilities request.
22.98.230	Emergent wetland.
22.98.231	Enhancement.
22.98.234	Equipment enclosure.
22.98.237	Erosion.
22.98.240	Erosion hazard areas.
22.98.243	Escort agency.
22.98.246	Essential public facilities.
22.98.249	Establishment, business or commercial.
22.98.252	Excavation.
22.98.255	Existing and ongoing agricultural activities.
22.98.257	Exotic.
22.98.258	Extirpation.
22.98.261	FAA.
22.98.264	FCC.
22.98.265	Facility and service provider.
22.98.266	Facility modification.
22.98.267	Family.
22.98.270	Family day-care facility.
22.98.273	Family group home.
22.98.276	Fence.
22.98.279	Fenestration.
22.98.282	Fill.
22.98.284	Final plat.
22.98.285	Fish and wildlife habitat conservation areas.
22.98.286	Fish habitat.
22.98.286.1	Flag.
22.98.286.2	Flag canopy.
22.98.287	Flood or flooding.
22.98.288	Flood insurance map.
22.98.289	Flood insurance study.
22.98.290	Floodplain.
22.98.291	Flood protection elevation.
22.98.292	Flood-resistant material.
22.98.293	Floodway.
22.98.294	Floor area, gross.
22.98.295	Forested wetland.
22.98.296	Formation.

22.98.297	Formation, confining.
22.98.298	Frequently flooded areas.
22.98.299	Frontage.
22.98.300	Functions and values.
22.98.303	Garage, private.
22.98.306	Garage, side entry.
22.98.309	Geologically hazardous areas.
22.98.312	Geologist.
22.98.315	Geotechnical engineer.
22.98.318	Governing authority.
22.98.321	Grade, finished.
22.98.322	Grade, natural.
22.98.324	Grading.
22.98.325	Groundcover.
22.98.326	Ground water.
22.98.327	Ground water management area.
22.98.328	Ground water management program.
22.98.329	Ground water, perched.
22.98.330	Habitat.
22.98.331	Habitats of local importance.
22.98.332	Halo illuminated.
22.98.333	Hazardous substance.
22.98.336	Hazardous waste.
22.98.338	Hedge.
22.98.339	High intensity land use.
22.98.340	High quality wetlands.
22.98.341	Historic condition.
22.98.342	Home occupation.
22.98.345	Hotel.
22.98.346	Hydraulic project approval (HPA).
22.98.348	Hydric soil.
22.98.350	Hydrologic soil groups.
22.98.351	Hydrophyte.
22.98.352	Hyporheic zone.
22.98.354	Impervious surface.
22.98.357	Impervious surface coverage.
22.98.360	Impound.
22.98.363	Impound yard.
22.98.365	Infiltration.
22.98.366	In-kind compensation.
22.98.369	Inoperable vehicle.
22.98.369.1	Inter-rill.
22.98.370	Isolated wetlands.
22.98.371	Joint aquatic resource permits application (JARPA).
22.98.372	Junk or salvage yard.
22.98.375	Kennel.
22.98.378	Kitchen.
<u>22.98.379</u>	<u>Kitchen, shared</u>
<u>22.98.380</u>	<u>Kitchenette</u>
22.98.381	Landslide.
22.98.382	Landslide hazard areas.
22.98.384	Large retail establishment.
22.98.385	Level of service standard.
22.98.386	Logo.
22.98.387	Logo shield.
22.98.388	Lot.

22.98.390	Lot, corner.
22.98.393	Lot, flag.
22.98.396	Lot, interior.
22.98.399	Lot, substandard.
22.98.402	Lot, through.
22.98.405	Lot area, gross.
22.98.408	Lot area, net.
22.98.411	Lot coverage.
22.98.414	Lot depth.
22.98.417	Lot frontage.
22.98.420	Lot line.
22.98.423	Lot line, front.
22.98.426	Lot line, rear.
22.98.429	Lot line, side.
22.98.432	Lot of record, legal.
22.98.435	Lot width.
22.98.436	Low intensity land use.
22.98.437	Lowest floor.
22.98.437.1	Luminance.
22.98.437.2	Mansard.
22.98.438	Manufactured home.
22.98.441	Marquee.
22.98.441.1	Master sign plan.
22.98.444	Medical or dental clinic.
22.98.445	Microbeverage production facility.
22.98.445.1	Microbrewery.
22.98.445.2	Microdistillery.
22.98.445.3	Microwinery.
22.98.447	Mitigation.
22.98.450	Mini-storage or mini-warehouse (indoor).
22.98.451	Mini-storage or mini-warehouse (outdoor).
22.98.452	Moderate intensity land use.
22.98.453	Modification.
22.98.456	Modulation.
22.98.459	Monitoring.
22.98.461	Motion.
22.98.462	Mount.
22.98.463	Multiple building complex.
22.98.464	Multiple tenant building.
22.98.465	Native growth protection area (NGPA).
22.98.466	Native vegetation.
22.98.467	Nighttime hours.
22.98.467.1	Nits.
22.98.468	Nonconforming lot, use, or structure.
22.98.469	Nonresidential zone.
22.98.471	Noxious element.
22.98.474	Nude or semi-nude.
22.98.475	Off-site compensation.
22.98.476	On-site compensation.
22.98.476.05	Opaque.
22.98.476.1	Open fire.
22.98.477	Open space.
22.98.480	Open space, common.
22.98.483	Open space, private.
22.98.486	Open space, public.
22.98.489	Ordinance.

22.98.492	Ordinary high water mark (OHM).
22.98.495	Outdoor storage.
22.98.496	Out-of-kind compensation.
22.98.498	Owner-occupied.
22.98.501	Panorama or peepshow.
22.98.504	Panorama premises.
22.98.506	Parapet.
22.98.507	Parcel.
22.98.510	Parking area.
22.98.513	Patio, covered.
22.98.516	Patio, uncovered.
22.98.518	Perimeter.
22.98.519	Permeability.
22.98.520	Person.
22.98.522	Personal wireless service, personal wireless service facilities, and facilities.
22.98.525	Personal wireless service facility design.
22.98.528	Pet shop.
22.98.531	Pharmaceuticals.
22.98.533	Planned capacity.
22.98.534	Planned development.
22.98.537	Planning commission.
22.98.540	Plat.
22.98.543	Porch.
22.98.544	Porous soil types.
22.98.544.1	Portable fire device.
22.98.545	Potable water.
22.98.546	Practical alternative.
22.98.549	Preliminary plat.
22.98.551	Premises.
22.98.552	Preschool.
22.98.555	Preschool, accredited.
22.98.557	Primary association area.
22.98.558	Priority habitat.
22.98.561	Printing, large-scale.
22.98.564	Printing, small-scale.
22.98.565	Private road or driveway.
22.98.567	Processed materials.
22.98.570	Professional office.
22.98.571	Project area.
22.98.573	Provider.
22.98.576	Public or quasi-public utility.
22.98.579	Qualified professional.
22.98.581	Raceway.
22.98.582	Reasonable use alternatives.
22.98.583	Recharge.
22.98.584	Reclaimed water.
22.98.585	Recorded.
22.98.588	Recreation, active.
22.98.591	Recreation, passive.
22.98.591.1	Recreational fire.
22.98.594	Recreational vehicle.
22.98.597	Recyclable material.
22.98.600	Recycling collection center.
22.98.603	Regulated activities.
22.98.604	Religious institution.
22.98.605	Repair or maintenance.

22.98.606	Restoration.
22.98.607	Retail establishment.
22.98.608	Rills.
22.98.609	Riparian habitat.
22.98.610	Roadway.
22.98.611	Roofline.
22.98.612	Scientific process.
22.98.613	Screening.
22.98.614	Scrub-shrub wetland.
22.98.615	Secondary use.
22.98.616	Section 404 Permit.
22.98.618	Security barrier.
22.98.621	Second-hand store.
22.98.622	Seeps.
22.98.623	Seismic hazard areas.
22.98.624	Sense of place.
22.98.627	Sensitive receptor.
22.98.630	SEPA rules.
22.98.632	Serviceable.
22.98.633	Service station.
22.98.634	Setback.
22.98.635	Shorelines.
22.98.636	Shorelines of the state.
22.98.637	Shorelines of statewide significance.
22.98.638	Shorelands or shoreland areas.
22.98.639	Short plat.
22.98.642	Short subdivision.
22.98.644	Sidewalk.
22.98.645	Sidewalk cafe.
22.98.648	Sign.
22.98.648.1	Sign, abandoned.
22.98.648.2	Sign, accessory.
22.98.648.3	Sign alteration.
22.98.648.4	Sign area.
22.98.648.5	Sign, awning, canopy or marquee.
22.98.648.6	Sign, changeable copy.
22.98.648.7	Sign, digital.
22.98.648.8	<i>Repealed.</i>
22.98.648.9	<i>Repealed.</i>
22.98.648.10	Sign, flashing.
22.98.648.11	Sign, freestanding.
22.98.648.12	<i>Repealed.</i>
22.98.648.13	Sign height.
22.98.648.14	<i>Repealed.</i>
22.98.648.15	Sign, monument.
22.98.648.16	Sign, neon.
22.98.648.17	Sign, nonconforming.
22.98.648.18	Sign, pan channel.
22.98.648.19	Sign, permanent.
22.98.648.20	Sign, pole-mounted.
22.98.648.21	Sign, portable.
22.98.648.22	<i>Repealed.</i>
22.98.648.23	Sign, projecting.
22.98.648.24	<i>Repealed.</i>
22.98.648.25	<i>Repealed.</i>
22.98.648.26	<i>Repealed.</i>

22.98.648.27	Sign, revolving.
22.98.648.28	Sign, roof-mounted.
22.98.648.29	Sign, sandwich board.
22.98.648.30	Sign, service island.
22.98.648.31	Sign, special event.
22.98.648.32	Sign, temporary.
22.98.648.33	Sign, under-canopy.
22.98.648.34	Sign, wall.
22.98.648.35	Sign width.
22.98.648.36	Sign, window.
22.98.650	Significant portion of its range.
22.98.651	Significant tree.
22.98.652	Site.
<u>22.98.653</u>	<u>Sleeping Unit</u>
22.98.654	Slope.
22.98.657	Social card game.
22.98.658	Soil survey.
22.98.658.1	Spandrel.
22.98.659	Special flood hazard areas.
22.98.660	Special protection areas.
22.98.661	Species.
22.98.662	Species, endangered.
22.98.663	Species of local importance.
22.98.664	Species, priority.
22.98.665	Species, threatened.
22.98.666	Specified sexual activities.
22.98.667	Specified anatomical areas.
22.98.669	Stand.
22.98.672	Stock-in-trade.
22.98.675	Story.
22.98.678	Stream corridor.
22.98.681	Street.
22.98.684	Street furniture.
22.98.687	Street right-of-way.
22.98.690	Streetscape.
22.98.693	Subdivision.
22.98.694	Subdrainage basin or subbasin.
22.98.695	Substantial damage.
22.98.696	Structural alteration.
22.98.697	Substantial improvement.
22.98.697.1	Substantially change.
22.98.698	Tenant space.
22.98.699	Toe of slope.
22.98.702	Tot lot.
22.98.705	Tower.
<u>22.98.706</u>	<u>Transit Stop, Major</u>
22.98.708	Tree topping.
22.98.711	Unavoidable.
22.98.714	Unlicensed wireless services.
22.98.715	Unshielded lighting.
22.98.717	Use.
22.98.720	Use, principal.
22.98.723	Use, accessory.
22.98.726	Use type.
22.98.729	Variance.
22.98.730	Variance, de minimis.

22.98.732	Vehicle repair, major.
22.98.735	Vehicle repair, minor.
22.98.738	Vehicle wash.
22.98.741	Vehicle wrecker.
22.98.744	Veterinary clinic.
22.98.745	Vulnerability.
22.98.746	Warehouse/warehousing.
22.98.747	Water dependent.
22.98.748	Water resource inventory area (WRIA).
22.98.749	Water table.
22.98.750	Water typing system.
22.98.751	Watercourse.
22.98.752	Well.
22.98.753	Wellhead protection area (WHPA).
22.98.754	Wetland classes, classes of wetlands, or wetland types.
22.98.755	Wetland edge.
22.98.756	Wetlands.
22.98.759	Wetlands mitigation bank.
22.98.760	Window.
22.98.762	Wrecked vehicle.
22.98.765	Yard, automobile wrecking.
22.98.768	Yard.
22.98.771	Yard, front.
22.98.774	Yard, rear.
22.98.777	Yard, required.
22.98.780	Yard, side.
22.98.783	Yard, side street side.
22.98.785	Zone of contribution.
22.98.786	Zone or zoning district.
22.98.789	Zoning map.

22.98.152. Co-living.

Co-living means a residential development with sleeping units that are independently rented or owned and lockable and provide living and sleeping space with residents sharing kitchen facilities with other sleeping units in the building.

22.98.378 Kitchen.

“Kitchen” means any room or rooms, or portion of a room or rooms, used or intended or designed to be used for cooking or the preparation of food, including any room having a sink and provisions for a gas or electric stove, oven or range. means a room or part of a room which is used, intended, or designed to be used for preparing food. The kitchen includes facilities, or utility hookups for facilities, sufficient to prepare, cook, and store food, and wash dishes, including, at a minimum, countertops, a kitchen-style sink, space and utilities sufficient for a gas or 220/240v electric stove and oven, and a refrigerator.

22.98.379 Kitchen, Shared

“Kitchen, Shared” means a kitchen that is used, intended, or designed to be used by residents of multiple dwelling or sleeping units for preparing food simultaneously. Kitchenette

22.98.380 “Kitchenette” means a room or part of a room which is used, intended, or designed to be used for basic food preparation, with a sink and at least one 120v electrical outlet.

22.98.653 Sleeping Unit

“Sleeping unit” means an independently rented or owned and lockable unit that provides living and sleeping space.

22.98.706 Transit Stop, Major

" transit stop, Major " means:

(a) a stop on a high capacity transportation system funded or expanded under the provisions of chapter 81.104 RCW;

(b) commuter rail stops;

(c) stops on rail or fixed guideway systems, including transitways;

(d) stops on bus rapid transit routes or routes that run on high occupancy vehicle lanes;

(e) or stops for a bus or other transit mode providing actual fixed route service at intervals of at least 15 minutes for at least five hours during the peak hours of operation on weekdays.

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: Resolution Amending Contract with Summit Law Group

ITEM: 13B

DATE: October 28, 2025

FROM: Dawn Masko, City Manager

RECOMMENDED MOTION: I move to adopt Resolution No. ____, authorizing the City Manager to execute Amendment #19 to the Professional Services Agreement with Summit Law Group for personnel legal services.

PROPOSAL: The City Council is being asked to authorize the City Manager to execute the nineteenth amendment to the Professional Services Agreement with Summit Law Group, extending the agreement's term to December 31, 2026, and amending the hourly rate schedule. Summit Law Group provides personnel legal services to the City during collective bargaining and as other needs arise.

FISCAL IMPACT: The 2026 rate for the City's primary counsel, John Lee, will be \$415 per hour, up from \$400 per hour in 2025. Mr. Lee has extensive labor and employment experience, including bargaining. Funds are available in the Personnel, Police, and Utility Fund budgets for personnel or labor legal counsel expenditures.

ADVANTAGES: Extending this agreement will provide continuity of service for any needs in 2026. Summit Law Group attorneys have worked with Fircrest for many years, providing excellent service.

DISADVANTAGES: None identified.

ALTERNATIVES: Do not approve the Summit Law Group professional services agreement amendment and rely on our City Attorney or other legal professionals for personnel and labor-related legal services.

BACKGROUND: Summit Law Group has provided legal services to Fircrest since December 2007. Their attorneys have worked with Fircrest on personnel matters, labor negotiations, and arbitration services.

ATTACHMENTS: [Resolution](#)
[Summit Law Group Contract Amendment #19](#)
[Exhibit A – 2026 Rate Schedule](#)

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE CITY
MANAGER TO EXECUTE AMENDMENT #19 TO THE
AGREEMENT WITH SUMMIT LAW GROUP TO PROVIDE
PERSONNEL LEGAL SERVICES.**

WHEREAS, the City of Fircrest has contracted with Summit Law Group for specialized personnel legal services; and

WHEREAS, the firm of Summit Law Group has provided such services since December 2007; and

WHEREAS, the City desires to maintain continuity for personnel legal services.

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

Section 1. The City Manager is hereby authorized and directed to execute Amendment #19 to the agreement with Summit Law Group, extending the term of the agreement through December 31, 2026, and updating the hourly rates.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 28th day of October 2025.

APPROVED:

Shannon Reynolds, Mayor

ATTEST:

Arlette Burkhardt, City Clerk

APPROVED AS TO FORM:

Joanna Eide, City Attorney

**AMENDMENT #19
TO THE CITY OF FIRCREST
PROFESSIONAL SERVICES AGREEMENT
WITH THE LEGAL FIRM OF SUMMIT LAW
FOR PERSONNEL LEGAL SERVICES.**

This amendment is hereby made and entered into this 28th day of October 2025 by and between the City of Fircrest, a political subdivision of the State of Washington, hereinafter referred to as the “City”, and Summit Law Group PLLC, hereinafter referred to as “Consultant”, to be effective January 1, 2026.

WHEREAS:

- A. The City and Consultant entered into a Professional Services Agreement dated December 11, 2007, for specialized legal services to be provided by Summit Law Group.
- B. The Parties have subsequently entered into a series of amendments to extend the term and update the scope and rates of services under the Agreement, the most recent being the eighteenth amendment dated November 12, 2024.
- C. The Parties now desire to enter into this nineteenth amendment to extend the term and to update the hourly rate schedule for specialized legal services effective January 1, 2026.

NOW, THEREFORE, the Parties agree to the following terms and conditions:

- 1. **Term of Agreement.** This Agreement is from January 1, 2026, through December 31, 2026. It may be terminated by either party upon 30 days written notice to the other party without any liability therefore, save and except that each party shall be required to make payments for work actually accomplished prior to the giving of said notice, it being the intent of the parties hereto that each party shall receive any and all consideration due under the terms and provisions hereof up to the date of the actual cessation of said agreement. If the City terminates the Agreement, the Consultant shall only be paid for work completed up to the time they receive the written notice of termination.
- 2. **Fee Schedule** is amended per Exhibit A 2026 Schedule of Current Rates.

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

CITY OF FIRCREST

SUMMIT LAW GROUP PLLC

By: _____
Dawn Masko, City Manager

By: _____

APPROVED AS TO FORM:

By: _____
Joanna Eide, City Attorney

ATTEST:

By: _____
Arlette Burkhardt, City Clerk

Summit Law Group 2026 Public Rates	
Attorneys	
Klein, Otto	475
Yunker, Rodney	475
Anger, Kristin	440
Berntsen, Seth	440
Mabee, Sofia	440
Morrill, Doug	440
Phillips, Shannon	440
Altman, Peter	425
Oppenheim, Quinn	425
Papst, Kelsey	415
Boyle, Colin	415
Henry, John	415
Lee, John	415
Chinn, Evan	405
Garrett, Britaney	405
Reynolds, Tim	405
Burden, Hathaway	390
Taylor, Jesse	390
Williams-Hall, Vanessa	370
Gibbons, Molly	360
Romero, Monica	360
Staff	
Cooper, Austin	325
Oxwang, Kristen	285
Francisco, Karen	285
Emigh, Kristi	285
Zankich, Sharon	275
Welsh, Kim	275
Vo, Nani	275
Oberg, Shannon	275
Heine, Paige	275
Gunderson, Sarah	275
Gail, Bonnie	275
Barrientes, Dominique	275

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: Resolution Amending Contract with Olbrechts & Associates, PLLC for Hearing Examiner Services

ITEM: 13C

DATE: October 28, 2025

FROM: Dawn Masko, City Manager

RECOMMENDED MOTION: I move to adopt Resolution No. ____, authorizing the City Manager to execute Amendment #6 to the Professional Services Agreement with Olbrechts & Associates, PLLC, for Hearing Examiner services.

PROPOSAL: The City Council is being asked to authorize the City Manager to execute an amendment to the Professional Services Agreement with Olbrechts & Associates, PLLC, to extend the agreement through December 31, 2026, and to update the fees for services.

FISCAL IMPACT: A proposed rate increase of \$5.00 per hour is proposed. The current rate is \$190 per hour, and the new rate would be \$195 per hour. There would be minimal fiscal impact on the City as the cost of the Hearing Examiner is passed along to the applicant.

ADVANTAGES: Mr. Olbrechts brings two decades of hearing examiner experience and has an approach that makes the hearing process accessible and understandable to all participants.

DISADVANTAGES: None identified.

ALTERNATIVES: The City could consider another firm with equivalent experience.

BACKGROUND: Olbrechts & Associates has provided hearing examiner services to Fircrest since May 2019, conducting quasi-judicial hearings on complex land-use and regulatory compliance issues.

ATTACHMENTS: [Resolution](#)
[Olbrechts & Associates Contract Amendment #6](#)

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30

**AMENDMENT #6
TO THE CITY OF FIRCREST
PROFESSIONAL SERVICES AGREEMENT WITH OLBRECHTS & ASSOCIATES, PLLC,
FOR HEARING EXAMINER SERVICES**

This amendment is hereby made and entered into this 28th day of October 2025 by and between the City of Fircrest, a political subdivision of the State of Washington, hereinafter referred to as the "City," and Olbrechts & Associates, PLLC, hereinafter referred to as "Consultant."

WITNESSETH:

1. Purpose

The purpose of this second amendment is to amend the May 14, 2019, agreement. This amendment is limited to the amendments as set forth herein. All of the remaining terms and conditions of the May 14, 2019, agreement shall remain in full force and effect. The amendment is as follows:

2. Section 6 is hereby amended to read as follows:

Term of Agreement: This agreement shall be in effect from January 1, 2026, to December 31, 2026, and may be renewed yearly thereafter. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party.

3. Section 17 is hereby amended to read as follows:

Compensation: The hourly rate for the Hearing Examiner is \$195.00. Alternate attorney examiners will be billed at 90% of that rate (\$175.50), planner examiners at 75% of that rate (\$146.25), and decision writers at up to \$75.00 per hour. In addition to hourly rates, mileage will be charged at the current IRS rate from either Seattle or the home/office of the presiding examiner, whichever distance is shorter. One hour of travel time will also be billed for in-person hearings, along with any incidental costs such as transcription fees. Rev.com will be billed at \$0.25 per minute.

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

CITY OF FIRCREST

OLBRECHTS & ASSOCIATES, PLLC

By _____
Dawn Masko, City Manager

By _____
Phil Olbrechts

Approved as to Form:

By _____
Joanna Eide, City Attorney

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: Regents Boulevard Traffic Signal Project

ITEM: 13D

DATE: October 28, 2025

FROM: Tyler Bemis, Public Works Director

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute a Public Works Contract with G&G Inc. and approve a Purchase Order with the City of Tacoma to replace the failed traffic signal controls at the intersection of Regents Boulevard and Electron/Golden Gate.

PROPOSAL: The City Council is being asked to authorize the City Manager to execute a Public Works Contract with G&G Inc. for the installation of new traffic signal control equipment and to approve a Purchase Order with the City of Tacoma for the procurement of all required materials associated with the Regents Boulevard Traffic Signal Replacement Project.

G&G Inc. will serve as the installation contractor, while the City of Tacoma will provide and assemble the necessary materials for the new signal controller system. This project will restore proper traffic signal functionality and enhance the safety and reliability of the intersection.

FISCAL IMPACT: The total estimated cost of the project is \$73,195.10. Installation services provided by G&G Inc. are estimated at \$17,000 (tax exempt). Materials will be purchased from the City of Tacoma as detailed in the attached documentation. Sufficient funding for this project is available in the Street Fund – Street Improvements line item.

ADVANTAGES: Restores proper signalized service at the intersection. Standardizes traffic signal controller equipment across City intersections, improving operational consistency. Future maintenance and repair needs will be more efficient and cost-effective due to compatible equipment and improved reliability.

DISADVANTAGES: None identified.

ALTERNATIVES: None recommended.

BACKGROUND: On September 3, 2025, the traffic signal controller at the intersection of Regents Boulevard and Electron/Golden Gate malfunctioned. The existing unit failed to properly execute the yellow change interval, cycling directly from green to red, creating an abrupt, unsafe stop condition for motorists.

The current controller and cabinet date back to 1975, rendering the system outdated and no longer serviceable with available replacement parts. Since the malfunction, the signal has been operating in a four-way flashing red mode, with advance warning signage in place to alert drivers.

The City of Tacoma provides ongoing maintenance for all traffic signals within Fircrest. G&G Inc., which has previously completed signal controller work for the City, is well-qualified and familiar with Fircrest's infrastructure, making it the recommended contractor for installation.

ATTACHMENTS: [Resolution](#)
[Public Works Contract](#)
[Exhibit A – G&G Inc. Project Sheet](#)
[City of Tacoma Purchase Order](#)

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE CITY
MANAGER TO EXECUTE A PUBLIC WORKS CONTRACT WITH
G&G INC. AND APPROVE A PURCHASE ORDER WITH THE
CITY OF TACOMA FOR THE REGENTS BOULEVARD TRAFFIC
SIGNAL PROJECT.**

WHEREAS, the City of Fircrest owns and operates its traffic signal infrastructure; and

WHEREAS, the signal controller for the intersection of Regents Boulevard and
Electron/Contra Costa is no longer operable or repairable; and

WHEREAS, the City of Tacoma maintains traffic signals for the City of Fircrest; and

WHEREAS, G&G Inc. was selected via the Municipal Research and Services Center
(MRSC) Small Works Roster; and

WHEREAS, Public Works staff desire to contract with G&G Inc. for the installation
of the replacement signal controller and approve a Purchase Order with the City of
Tacoma for all necessary materials to complete the project.

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

Section 1. The City Manager is hereby authorized and directed to execute a Public Works
Contract with G&G Inc. for \$17,000 and approve a Purchase Order with the City of
Tacoma for the Regents Traffic Signal Project in the amount of \$56,195.10.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 28th day of October
2025.

APPROVED:

Shannon Reynolds, Mayor

ATTEST:

Arlette Burkhardt, City Clerk

APPROVED AS TO FORM:

Joanna Eide, City Attorney

CITY OF FIRCREST PUBLIC WORKS CONTRACT

THIS CONTRACT, hereinafter referred to as the "Contract," is entered into this ____ day of _____, 2025, by and between the **City of Fircrest**, a political subdivision of the State of Washington and hereinafter referred to as the "City," and **G&G Inc.**, a corporation duly organized and existing under the laws of the State of Washington, hereinafter referred to as the "Contractor," collectively "Parties."

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

- 1. PROJECT DESIGNATION/SCOPE OF SERVICES.** The Contractor shall do all work and furnish all tools and equipment for the **Regents Boulevard Traffic Signal Upgrade Project** ("Project") in accordance with and as described in the attached Project Sheet in **Exhibit A** and the 2025 edition of the [WSDOT Standard Specifications for Road, Bridge, and Municipal Construction](#) (except where noted otherwise) which are by this reference incorporated herein and made a part hereof and shall perform any alterations in or additions to the work provided under this Contract and every part thereof. The City will purchase materials for the project from the City of Tacoma.

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

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

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

If the Work specified herein is not completed within the time specified, the Contractor agrees to pay the City, as liquidated damages, Five Hundred dollars (\$500) per day. Changes in the scope of work ordered by the City, labor disputes, major natural disasters, unusual delays in transportation, unavoidable casualties, City permitting delays, or any cause beyond the Contractor's control that the City may determine justifies the delay may be reasonable cause for the extension of the contract time by Change Order.

This Contract will not automatically renew. If a Party wishes to extend the time of completion, the Party must notify the other Party in writing at least 30 calendar days prior to the expiration of this Contract. All extensions must be mutually agreed to in writing.

- 3. PAYMENT.** Upon receipt of an invoice from the Contractor, the City may make monthly progress payments for work completed. Each invoice shall itemize by site and date the work performed and include the "Affidavit of Wages Paid" that was filed with the State of Washington Department of Labor and Industries. The total cost for the Regents Boulevard Traffic Signal Upgrade Project shall not exceed **\$17,000.00, tax exempt**.

4. **ASSIGNMENT.** The Contractor shall not sublet or assign any of the work covered by this Contract without the express written consent of the City.
5. **COMPLIANCE WITH CITY POLICY.** The Contractor shall comply with approved City policies concerning the administration of City-owned property, and the provisions of the policy shall have the same force and effect as the provisions of this Contract to the extent not inconsistent herewith.
6. **COMPLIANCE WITH LAWS.** The Contractor agrees that all persons employed in it and by any of its subcontractors in work done pursuant to this Contract shall be in accordance with all Federal, State, and local laws. Per [Fircrest Municipal Code 5.04.020](#), the Contractor must possess a City of Fircrest business license prior to performing any work pursuant to this Contract.
7. **CONTRACTOR'S REPRESENTATIONS**
The Contractor hereby represents that it has all necessary licenses and certifications to perform the services provided for herein and is qualified to perform such services.
8. **DEBARMENT.** The Contractor must certify that it and its subcontractors have not been and are not currently on the [Federal](#) or [Washington State Debarment List](#). If the Contractor or its subcontractors become listed on the Federal or State Debarment List, the City must be notified immediately.
9. **EXTRA WORK AND CHANGE ORDERS.** Work in addition to, or different from, that provided for in the Scope of Work shall only be allowed by prior authorization in writing and signed by the City Manager as a modification to this Contract. Such change order or modification shall be attached hereto and made a part hereof.
10. **HAZARDOUS CONDITIONS.** The Contractor shall maintain all work sites free of hazards to persons and/or property resulting from its operation.
11. **INDEMNIFICATION AND HOLD HARMLESS.** To the fullest extent allowed by law, the Contractor must defend, indemnify, and hold the City, its employees, officials, directors, officers, agents, and volunteers harmless from and against any and all claims, injuries, damages, liabilities, liens, losses or lawsuits, including all legal costs and attorney fees, for any or all injuries to persons or damage to property arising out of or resulting from the acts, errors, or omissions of the Contractor, its officers, employees, agents or subcontractors, in connection with Contractor's performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

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

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

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

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

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

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

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

The Contractor must include all subcontractors as insured under its policies or furnish separate certifications and endorsements for each subcontractor. All coverage for subcontractors is subject to the same insurance requirements as the Contractor.

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

13. INTEGRATED AGREEMENT. This Contract, together with attachments or addenda, represents the entire and integrated Contract between the parties. This Contract may be amended only by written instrument signed by both the City and the Contractor.

14. NON-DISCRIMINATION. The Contractor shall not discriminate against any person, customer, employee, applicant for employment, subcontractor, supplier, materialman, firm, partnership, or organization because of race, religion, creed, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, or the presence of any sensory, mental, or physical disability, except for a bona fide occupational qualification. Any person, firm, partnership, or organization contracting with, or doing business with, the City shall be in conformity with the City's policy on non-discrimination. The Contractor understands that if it violates this provision, this Contract may be terminated by the City and that the Contractor may be barred from performing any service for the City now or in the future.

15. NON-WAIVER. A waiver by the City of any provision of this Contract or any time limitation provided for in this Contract shall not constitute a waiver of any other provisions.

16. PERFORMANCE. The Contractor for itself, and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein upon the part of the Contractor. The City reserves the right to withhold a part or all the monthly payments if, in the judgment of the City, the Contractor has not performed or has unsatisfactorily performed any of the work set forth in this Contract, provided that the City shall promptly notify the Contractor in writing of the specific items of non-performance or unsatisfactory performance. Any such payments withheld shall reasonably relate to the estimated value of the work not performed.

17. PREVAILING WAGES. The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the work of this Contract will be paid not less than the prevailing rate of wage for an hour's work in accordance with the provisions of the Revised Code of Washington, [Chapter 39.12](#), and all rules and regulations promulgated pursuant thereto. Prior to making any payment under this Contract, the Contractor must submit to the City an approved copy of the

“Statement of Intent to Pay Prevailing Wages” from the Department of Labor and Industries. It is the Contractor's responsibility to obtain and file the Statement and pay all filing fees.

Current prevailing wage rates may be obtained from the Washington State Department of Labor and Industries website: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project located in Pierce County is **October 28, 2025**.

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

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

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

proceeding for the enforcement of this Contract or any of the provisions contained therein shall be instituted and maintained only in Pierce County Superior Court, Tacoma, Washington.

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

CITY OF FIRCREST

By: _____
Dawn Masko, City Manager

APPROVED AS TO FORM:

By: _____
Joanna Eide, City Attorney

G & G Incorporated

By: _____

Printed Name: _____

Title: _____

ATTEST:

By: _____
Arlette Burkhardt, City Clerk

Exhibit A

G & G Inc.

18044 SE 224th St., Kent, Wa. 98042

Tel (425) 432-1325 ~ Fax (425) 432-8155

DBE#D5F0010391 & OMWBE #M5F0010391

From: Bonnie Graham

President/Estimator

PROJECT SHEET

Project: REGENCE & ELECTRON

Owner: CITY OF FIRCREST

Bid Date: 10 - 07 - 2025

Number of copies including this page 6

Qualifications:#M5F0010391

State & Federally Certified.

Electrical Contractor # GGCOR**081MU Since 1992

General Liability Insurance 2,000,000.00 General Aggregate/\$1,000,000 per occurrence; \$5,000,000 Excess Liability

NOTES:

1. Bonds not included.
2. Addendum(s) included
3. Bid based on 2025 installation.
4. Bid valid for 120 days.
- 5. Trenching is INCLUDED No Surveying.**
6. No Concrete or Asphalt removal or restoration
7. No Builders Risk Insurance
8. No Traffic Control.
9. NO RAILROAD INSURANCE



VENDOR CODE

№ 42244

THIS NUMBER MUST APPEAR ON
ALL INVOICES, PACKAGES, BILLS OF
LADING AND CORRESPONDENCE

VENDOR NAME AND ADDRESS

City of Tacoma

SHIP PREPAID TO (OR ABOVE ADDRESS)

MARK P.O. NO.

ATTN:

DATE REQUIRED

SHIP VIA

FOB

TERMS

ORDER DATE

PLEASE FURNISH THE FOLLOWING ITEMS:

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	ea	TS2-Type I Signal Cabinet w/ battery backup		39,010.75
1	ea	Econolite Cobalt Signal Controller		4,991.78
1	ea	TS2 MMU 16 CH Monitor		2,320.22
1	ea	Control unit, ADA, ICCU for Polara Push Buttons		3,462.95
4	ea	Button, Pedestrian Pushbutton, ADA	611.30	2,445.20
1	ea	Aluminum Cabinet Riser, 12 in		861.50
2	ea	Pole, AL, 10 Ft, Pedestrian, Green	373.69	747.38
2	ea	Base, Pedestrian, Pole	328.94	657.88
2	ea	Signal, Pedestrian, Left, w/ LED Module	424.36	848.72
2	ea	Signal, Pedestrian, Right, w/ LED Module	424.36	848.72

SUB TOTAL	56,195.10
-----------	-----------

SALES TAX (CODE 2707)

TOTAL

TERMS AND CONDITIONS

1. CONTRACT: This order is to be filled as written. Prior approval is required for any changes except for price reduction. If shipment/completion cannot be made as requested, ACKNOWLEDGE and advise firm price or shipping/completion date at once. The City will not be responsible for articles, supplies, or services furnished officials or employees without Purchase Order authorization signed by the designated City Agent. Expires 30 days from order date.

2. DELIVERY: Transportation charges must be PREPAID on all shipments. Where F.O.B. point is other than destination, charges may be added to Vendor's invoice as a separate item. Attach freight receipts to invoice. No C.O.D.

3. PAYMENT: Payment will be net 30 days unless otherwise arranged.

4. INVOICE: Mail invoice in duplicate bearing this Purchase Order Number to address above, marked to the attention of Accounts Payable within five days after shipment, delivery, or completion of service.

5. INSPECTION: All deliveries or services are subject to quantity, quality, and/or technical inspection. Rejected items shall be held at Vendor's risk and removed at his expense after receipt of notice stating reason for rejection. Mark all packages, cartons, or items with Purchase Order Number. Vendor must supply invoice, delivery ticket or packing list with each shipment, delivery, or service performed indicating Purchase Order Number and itemizing contents or services rendered. Always obtain signature of responsible department representative thereon.

6. TAXES: INCLUDE Washington State Sales and Local Tax (Code 2707) as a separate item on invoice. Tax I.D. Number: 91-6001431.

BY

CITY OF FIRECREST

7. WARRANTY: Seller warrants that in the performance of this order, it has complied with or will comply with all applicable Federal, State and Local laws and ordinances and all lawful orders, rules, and regulations applicable, including prevailing wage.

8. MECHANIC'S LIEN AND INDEMNITY: If this order calls for work to be performed upon property owned or controlled by Buyer, it is agreed that: (a) Seller will keep the premises free and clear of all mechanic's liens, and agrees to furnish Buyer such affidavits and waivers as, in Buyer's opinion, are necessary or appropriate to insure immunity from mechanic's liens arising from the performance of this order, all as a condition precedent to any payment by Buyer hereunder. (b) The work will remain at Seller's risk prior to written acceptance by Buyer, and Seller will replace at his own expense all work damaged or destroyed by fire, force, or violence of the elements or any other cause whatsoever. (c) Seller will indemnify, save harmless, and defend Buyer from all liability for loss, damage, or injury to person or property in any manner arising out of or incident to Seller's performance of this order. (d) Seller will indemnify, save harmless, and defend Buyer on account of any of the terms or provisions of any applicable Workmen's Compensation Law and will furnish Buyer with proper evidence that Seller is insured against all liability under such law.

FOR CITY USE ONLY: B.A.R.S. BUDGET ACCOUNTS – DISTRIBUTION OF CHARGES

B.A.R.S. DESCRIPTION	FUND	DEPT. NO.	SUB DEPT.	ELEM.	OBJECT	AMOUNT
						9

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: Casey Civil Contract for Wastewater System Inflow and Infiltration Analysis

ITEM: 13E

DATE: October 28, 2025

FROM: Tyler Bemis, Public Works Director

RECOMMENDED MOTION: I move to adopt Resolution No. ____, authorizing the City Manager to execute a Professional Services Agreement with Casey Civil for the Wastewater System Inflow and Infiltration (I&I) Analysis Project.

PROPOSAL: The City Council is being asked to authorize the City Manager to execute a Professional Services Agreement with Casey Civil for the City's Wastewater System Inflow and Infiltration (I&I) Analysis Project.

Over the past several years, concerns have been raised regarding inflow and infiltration (I&I) within the City's wastewater conveyance system. Elevated I&I levels can directly impact the City's wastewater treatment costs with the City of Tacoma.

As responsible stewards of the City's infrastructure, this analysis will provide critical data to identify the extent and potential sources of I&I within the system. The findings will guide future capital improvement planning, help prioritize repair and rehabilitation efforts, and reaffirm the City's commitment to maintaining a reliable, efficient, and cost-effective wastewater network.

FISCAL IMPACT: The total project cost is \$49,062, which includes applicable taxes and a \$10,000 unauthorized management reserve. Funding for this project has been identified in the 2025 Adopted Sewer Capital Engineering budget.

ADVANTAGES: Engages an independent third party with specialized expertise to conduct a comprehensive analysis of the City's wastewater flows.

DISADVANTAGES: None identified.

ALTERNATIVES: None recommended.

BACKGROUND: Brian Casey of Casey Civil possesses extensive experience and a strong working knowledge of the City's wastewater infrastructure. His firm's expertise and familiarity with the system make it uniquely qualified to support the City's ongoing efforts to identify and reduce inflow and infiltration.

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

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE CITY
MANAGER TO EXECUTE A PROFESSIONAL SERVICES
AGREEMENT WITH CASEY CIVIL, PLLC FOR THE
WASTEWATER SYSTEM INFLOW AND INFILTRATION
ANALYSIS PROJECT.**

WHEREAS, the City of Fircrest owns and operates its wastewater conveyance system;
and

WHEREAS, the City has identified the need to conduct a third-party analysis of its
wastewater system; and

WHEREAS, the City has the necessary budget appropriation to fund the Wastewater
System Inflow and Infiltration Analysis Project; and

WHEREAS, Casey Civil, PLLC was selected via the Municipal Research and Services
Center (MRSC) Small Works Roster to conduct the analysis 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 Casey Civil, PLLC for the Wastewater System Inflow and
Infiltration Analysis Project, in an amount not to exceed \$49,062.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 28th day of October
2025.

APPROVED:

Shannon Reynolds, Mayor

ATTEST:

Arlette Burkhardt, City Clerk

APPROVED AS TO FORM:

Joanna Eide, City Attorney

**CITY OF FIRCREST
PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT, hereinafter referred to as "Agreement," is entered into this 28th day of October, 2025, by and between the City of Fircrest, a political subdivision of the State of Washington, and hereinafter referred to as the "City," and Casey Civil, PLLC, 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 Wastewater System Analysis services in connection with the project designated as Wastewater System Inflow and Infiltration Services, 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 October 28th, 2025, and ending January 31st, 2026, and may be renewed yearly thereafter. Either party may terminate this Agreement upon thirty (30) days' 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 the work performed. The total cost for services shall not exceed \$49,062.00, including any applicable tax and a \$10,000 Unauthorized Management Reserve, without written modification of this Agreement signed by the City.
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	Casey Civil Attn: Brian Casey Phone: 253-735-5700 E-Mail: brian.casey@caseycivil.us

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

CASEY CIVIL, PLLC

By: _____
Dawn Masko, City Manager

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
Joanna Eide, City Attorney

By: _____
Arlette Burkhardt, City Clerk

SCOPE OF SERVICES

City of Fircrest

Client Project No. XXXXXX

Wastewater System Inflow & Infiltration Analysis

Project Overview and Understanding:

The City of Fircrest (City) owns and operates a wastewater collection system that includes collection system piping and multiple pumping stations but outsources treatment of the raw wastewater to the City of Tacoma (Tacoma). The City desires to understand their wastewater collection system and the impacts of infiltration and inflow on the City's wastewater flows that are currently conveyed to Tacoma. Casey Civil (Consultant) will conduct an analysis of existing wastewater flow data from the City's two wastewater lift stations that discharge to Tacoma. This effort is limited to an analysis of existing flow data, no additional flow monitoring or hydraulic modeling will be performed as part of this initial project.

Scope Outline:

The scope of services is separated into the following tasks:

- Task 1 – Project Management
- Task 2 – Collect and Review Existing Information
- Task 3 – Inflow & Infiltration Analysis
- Task 4 – Outreach and Coordination
- Task 5 – Management Reserve

A detailed description of the work included with these tasks is provided below.

Task 1 – Project Management

Manage project scope, schedule, and budget

Subtask 1.1 – Invoicing and Project Reporting

Consultant will prepare monthly invoices, including expenditures by task. Monthly progress reports will accompany each invoice.

Subtask 1.2 – Client Coordination

Consultant will maintain communication with the City through phone, email, and in-person meetings.

Task Deliverables:

- Consultant shall deliver monthly invoice and progress reports covering:
 - Work performed over the billing period
 - Tasks identified for the subsequent billing period
 - Potential impacts to schedule or budget

Assumptions:

- Consultant assumes a Notice to Proceed date by September 2025.
- Four one-hour meetings are anticipated through the duration of the project, not including meetings or workshops specifically identified elsewhere in this scope of work.
- Project duration is estimated at 4 months.

Task 2 – Collect and Review Existing Information

This Task includes efforts associated with collecting and reviewing information.

Subtask 2.1 – Data Collection and Review

Collect and review project specific data to better understand project components and identify questions.

Task Deliverables:

- Information request log

Assumptions:

City will provide the following information within one (1) week of Notice to Proceed:

- Lift station flow data in Microsoft Excel format (two years), maximum 15-minute increments
- Rainfall data in Microsoft Excel format (matching lift station data duration), maximum 15-minute increments
- Current City sewer maps in PDF format
- Current Comprehensive Wastewater Plan, approved by Ecology
- Current City Comprehensive Plan
- Wastewater flow related agreement(s) with City of Tacoma

Task 3 – Inflow & Infiltration Analysis

This Task includes efforts associated with analyzing the data to understand the relationship of rainfall on the City's wastewater collection system as well as seasonal influences when groundwater levels are higher. This assessment will follow the Washington State Department of Ecology's guidance, as discussed in the current (2023) edition of the Criteria for Sewage Works Design, specifically section C1-7.2.

Subtask 3.1 – Flow and Data Analysis

Complete a spreadsheet analysis of the pumped flow and rainfall data for each of the two lift stations and their contributing wastewater collection basins. For each of the basins, identify the dry weather base flow, average day dry weather flow, average day wet weather flow, peak day flow, and estimated peak hour flow. Develop charts showing annual flow variations and more specific storm/weather-response periods.

Subtask 3.2 – Inflow & Infiltration Assessment

Consultant to coordinate with City to estimate population within each of the two basins. These populations will be used to estimate gallons of wastewater per person per day. Compare dry weather base flows to wet weather flows to estimate the impact of seasonal groundwater infiltration. Compare wastewater flows immediately prior to significant rainfall events, during, and after said events to estimate the impacts of direct inflow and rapid infiltration on the system. The inflow and infiltration assessment will be reported in gallons per acre per day.

Subtask 3.3 – Assessment Memorandum

Document the data evaluation process and the inflow and infiltration assessment results in a brief memorandum. Submit draft for City review and finalize once review comments are received.

Task Deliverables:

- Charts of wastewater flows
- Draft and final versions of the Assessment Memorandum in PDF format

Assumptions:

- Up to five (5) charts will be developed for each of the two basins.
- No additional flow monitoring, hydraulic modeling, or site visits will be performed.
- City will review and provide coordinated comments on the draft Assessment Memorandum within two weeks of receipt.

Task 4 – Outreach and Coordination

This task includes efforts associated with presenting the results of the assessment at a City Council study session.

Subtask 4.1 – Presentation Development

Develop a PowerPoint presentation for review and comment by the City Project Manager that presents an appropriate level of detail from the Assessment Memorandum.

Subtask 4.2 – City Council Study Session

Attend and present the process and results of the inflow and infiltration assessment for the City Council. Include recommendations for next steps, if further investigation and/or remediation is recommended.

Task Deliverables:

- Draft and final presentation in PowerPoint and/or PDF format

Assumptions:

- City Project Manager will provide comments on presentation within one (1) week of receipt.

Task 5 – Management Reserve

This task provides a discretionary allowance budget task for unanticipated labor, expenses, or professional services not specifically identified in tasks in this Scope of Work. No work can be performed under this Task without written authorization from the City.

Task Deliverables:

- As requested by Client.

Assumptions:

- No work can be performed under this Task without written authorization from Client.

City of Fircrest
Wastewater System Inflow and Infiltration Analysis

EXHIBIT B

% of work per year
2025 75%
2026 25%

5% Annual Labor Escalation

	Current Billing Rate	\$280.00	\$240.00	\$165.00	\$90.00				
	Average Billing Rate (multiple year projects)	\$283.50	\$243.00	\$167.06	\$91.13				
		Technical Advisor	Senior Engineer	Project Eng I	Administrative	Hours	Labor	Expenses	Total
Task 1 - Project Management									
Task 1.1 - Invoicing and Project Reporting			8		8	16	\$ 2,673		\$ 2,673
Task 1.2 - Client Coordination			16			16	\$ 3,888		\$ 3,888
Task 1 Subtotal		0	24	0	8	32	\$ 6,561	\$ -	\$ 6,561
Task 2 - Collect and Review Existing Information									
Task 2.1 - Data Collection and Review		4	16	12		32	\$ 7,027		\$ 7,027
Task 2 Subtotal		4	16	12	0	32	\$ 7,027	\$ -	\$ 7,027
Task 3 - Inflow & Infiltration Analysis									
Task 3.1 - Flow and Data Analysis		4	16	16		36	\$ 7,695		\$ 7,695
Task 3.2 - Inflow & Infiltration Assessment		4	16			20	\$ 5,022		\$ 5,022
Task 3.3 - Assessment Memorandum		4	24		4	32	\$ 7,331		\$ 7,331
Task 3 Subtotal		12	56	16	4	88	\$ 20,048	\$ -	\$ 20,048
Task 4 - Outreach and Coordination									
Task 4.1 - Presentation Development		2	16			18	\$ 4,455		\$ 4,455
Task 4.2 - City Council Study Session			4			4	\$ 972		\$ 972
Task 4 Subtotal		2	20	0	0	22	\$ 5,427	\$ -	\$ 5,427
Task 5 - Management Reserve									
Task 5.1 - Unauthorized Management Reserve									\$ 10,000
Task 5 Subtotal									\$ 10,000
GRAND TOTAL		18	116	28	12	174	\$ 39,062	\$ -	\$ 49,062

FIRCREST CITY COUNCIL AGENDA SUMMARY

NEW BUSINESS: Pasadena Sewer Main Pipe Bursting Contract

ITEM: 13F

DATE: October 28, 2025

FROM: Tyler Bemis, Public Works Director

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute a Public Works Contract with Pacific Trenchless Inc./Budget Sewer for a pipe bursting project at the 700 block of Pasadena Drive.

PROPOSAL: The City Council is being asked to authorize the City Manager to execute a Public Works Contract with Pacific Trenchless Inc./Budget Sewer for a pipe bursting upgrade project on the 700 block of Pasadena Drive.

Pacific Trenchless was the successful low bidder, meets all necessary qualifications, and is on the Municipal Research and Services Center (MRSC) Small Works Roster. They are also the only vendor utilizing the pneumatic pipe bursting method. The construction phase of this project is expected to be completed within 60 calendar days from contract approval.

FISCAL IMPACT: The bid award amount is \$123,312, including tax. There are sufficient funds in the 2025 Adopted Sewer Capital budget to fund \$88,312 of this project. The remaining \$35,000 will require a budget amendment to transfer available funds from the Sewer Fund's unreserved fund balance.

ADVANTAGES: Replacing this sewer mainline will provide essential repairs to the compromised pipe and service connections, reducing the risk of future blockages and improving long-term system reliability.

DISADVANTAGES: None identified.

ALTERNATIVES: None recommended.

BACKGROUND: The sewer main on the 700 block of Pasadena Drive was originally scheduled for replacement in 2027. However, due to recurring blockages – primarily caused by root intrusion, offset joints, and general pipe deterioration along approximately 400 feet of mainline – replacement is now necessary sooner than planned. In recent months, the line has experienced multiple backups, though prompt reporting by residents has helped prevent any property damage claims. To mitigate ongoing issues, crews have placed the line on a three-month cleaning schedule until full replacement occurs. However, repeated high-pressure cleaning further compromises the integrity of the aging concrete pipe, making this project a high priority.

ATTACHMENTS: [Resolution](#)
[Public Works Contract](#)
[Project Bid Form](#)

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE CITY
MANAGER TO EXECUTE A PUBLIC WORKS CONTRACT WITH
PACIFIC TRENCHLESS INC./BUDGET SEWER FOR THE
PASADENA DRIVE PIPE BURSTING UPGRADE PROJECT.**

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

WHEREAS, a sewer pipe bursting upgrade project on the 700 block of Pasadena Drive is now needed; and

WHEREAS, Pacific Trenchless Inc./Budget Sewer submitted the lowest responsible bid for the project; and

WHEREAS, the City desires to contract with Pacific Trenchless Inc./Budget Sewer to perform the construction work necessary to complete the pipe bursting upgrade on the 700 block of Pasadena Drive.

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

Section 1. The City Manager is hereby authorized and directed to execute a Public Works Contract with Pacific Trenchless Inc./Budget Sewer for the pipe bursting upgrade project on the 700 block of Pasadena Drive in the amount of \$123,312, including tax.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a regular meeting thereof this 28th day of October 2025.

APPROVED:

Shannon Reynolds, Mayor

ATTEST:

Arlette Burkhardt, City Clerk

APPROVED AS TO FORM:

Joanna Eide, City Attorney

CITY OF FIRCREST

PUBLIC WORKS CONTRACT

THIS CONTRACT, hereinafter referred to as the "Contract," is entered into this 28th day of October, 2025, by and between the **City of Fircrest**, a political subdivision of the State of Washington and hereinafter referred to as the "City," and **Pacific Trenchless Inc./Budget Sewer**, hereinafter referred to as the "Contractor," collectively "Parties."

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

1. **PROJECT DESIGNATION/SCOPE OF SERVICES.** The Contractor shall do all work and furnish all tools, materials, and equipment for the **700 block of Pasadena Drive Sewer Main Pipe Bursting Project** in accordance with and as described in the attached plans and specifications in "**Exhibit A**" Vendor Quotes and the 2025 edition of the WSDOT [Standard Specifications for Road, Bridge, and Municipal Construction](#) (except where noted otherwise) which are by this reference incorporated herein and made a part hereof and shall perform any alterations in or additions to the work provided under this Contract and every part thereof.

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

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

2. **TIME OF COMPLETION/RENEWAL.** The Parties agree that time is of the essence. The Contractor agrees that the Work described in this Contract shall be completed within 60 calendar days of the approval of the contract.

If the Work specified herein is not completed within the time specified, the Contractor agrees to pay the City, as liquidated damages, Five Hundred dollars (\$500) per day. Changes in the scope of work ordered by the City, labor disputes, major natural disasters, unusual delays in transportation, unavoidable casualties, City permitting delays, or any cause beyond the Contractor's control that the City may determine justifies the delay may be reasonable cause for the extension of the contract time by Change Order.

This Contract will not automatically renew. If a Party wishes to extend the time of completion, the Party must notify the other Party in writing at least 30 calendar days prior to the expiration of this Contract. All extensions must be mutually agreed to in writing.

3. **PAYMENT.** Upon receipt of an invoice from the Contractor, the City may make monthly progress payments for work completed. Each invoice shall itemize by site and date the work performed and include the "Affidavit of Wages Paid" that was filed with the State of Washington Department of Labor and Industries. The total cost for the Pipe Bursting Project shall not exceed \$123,321.00, including tax.

4. **ASSIGNMENT.** The Contractor shall not sublet or assign any of the work covered by this Contract without the express written consent of the City.
5. **COMPLIANCE WITH CITY POLICY.** The Contractor shall comply with approved City policies concerning the administration of City-owned property, and the provisions of the policy shall have the same force and effect as the provisions of this Contract to the extent not inconsistent herewith.
6. **COMPLIANCE WITH LAWS.** The Contractor agrees that all persons employed in it and by any of its subcontractors in work done pursuant to this Contract shall be in accordance with all Federal, State, and local laws. Per [Fircrest Municipal Code 5.04.020](#), the Contractor must possess a City of Fircrest business license prior to performing any work pursuant to this Contract.
7. **CONTRACTOR'S REPRESENTATIONS**
The Contractor hereby represents that it has all necessary licenses and certifications to perform the services provided for herein and is qualified to perform such services.
8. **DEBARMENT.** The Contractor must certify that it and its subcontractors have not been and are not currently on the [Federal](#) or [Washington State Debarment List](#). If the Contractor or its subcontractors become listed on the Federal or State Debarment List, the City must be notified immediately.
9. **EXTRA WORK AND CHANGE ORDERS.** Work in addition to, or different from, that provided for in the Scope of Work shall only be allowed by prior authorization in writing and signed by the City Manager as a modification to this Contract. Such change order or modification shall be attached hereto and made a part hereof.
10. **HAZARDOUS CONDITIONS.** The Contractor shall maintain all work sites free of hazards to persons and/or property resulting from its operation.
11. **INDEMNIFICATION AND HOLD HARMLESS.** To the fullest extent allowed by law, the Contractor must defend, indemnify, and hold the City, its employees, officials, directors, officers, agents, and volunteers harmless from and against any and all claims, injuries, damages, liabilities, liens, losses or lawsuits, including all legal costs and attorney fees, for any or all injuries to persons or damage to property arising out of or resulting from the acts, errors, or omissions of the Contractor, its officers, employees, agents or subcontractors, in connection with Contractor's performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

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

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

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

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

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

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

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

The Contractor must include all subcontractors as insured under its policies or furnish separate certifications and endorsements for each subcontractor. All coverage for subcontractors is subject to the same insurance requirements as the Contractor.

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

13. INTEGRATED AGREEMENT. This Contract, together with attachments or addenda, represents the entire and integrated Contract between the parties. This Contract may be amended only by written instrument signed by both the City and the Contractor.

14. NON-DISCRIMINATION. The Contractor shall not discriminate against any person, customer, employee, applicant for employment, subcontractor, supplier, materialman, firm, partnership, or organization because of race, religion, creed, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, or the presence of any sensory, mental, or physical disability, except for a bona fide occupational qualification. Any person, firm, partnership, or organization contracting with, or doing business with, the City shall be in conformity with the City's policy on non-discrimination. The Contractor understands that if it violates this provision, this Contract may be terminated by the City and that the Contractor may be barred from performing any service for the City now or in the future.

15. NON-WAIVER. A waiver by the City of any provision of this Contract or any time limitation provided for in this Contract shall not constitute a waiver of any other provisions.

16. PERFORMANCE. The Contractor for itself, and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein upon the part of the Contractor. The City reserves the right to withhold a part or all the monthly payments if, in the judgment of the City, the Contractor has not performed or has unsatisfactorily performed any of the work set forth in this Contract, provided that the City shall promptly notify the Contractor in writing of the specific items of non-performance or unsatisfactory performance. Any such payments withheld shall reasonably relate to the estimated value of the work not performed.

17. PREVAILING WAGES. The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the work of this Contract will be paid not less than the prevailing rate of wage for an hour's work in accordance with the provisions of the Revised Code of Washington, [Chapter 39.12](#), and all rules and regulations promulgated pursuant thereto. Prior to making any payment under this Contract, the Contractor must submit to the City an approved copy of the

“Statement of Intent to Pay Prevailing Wages” from the Department of Labor and Industries. It is the Contractor's responsibility to obtain and file the Statement and pay all filing fees.

Current prevailing wage rates may be obtained from the Washington State Department of Labor and Industries website: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project located in Pierce County is **October 28th, 2025.**

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

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

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

proceeding for the enforcement of this Contract or any of the provisions contained therein shall be instituted and maintained only in Pierce County Superior Court, Tacoma, Washington.

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

CITY OF FIRCREST

PACIFIC TRENCHLESS INC. / BUDGET SEWER

By: _____
Dawn Masko, City Manager

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
Joanna Eide, City Attorney

By: _____
Arlette Burkhardt, City Clerk



CITY OF FIRCREST
115 RAMSDALL STREET, FIRCREST, WA 98466

BID FORM

For Items over \$600 - \$2,500 Verbal

For Items \$2,500 - \$7,500 Written

For Items over \$7,500 Formal

Purchase Order # 42245	
Date: 10-13-25	Bars Number: 432-594-35-63-01

Quantity	Unit	Item Description	Estimated Unit Price	Estimated Total Cost
1	400'	Pipe Burst Sewer main on		
		PASADENA Ave from Electron to		
		Ramsdell Connect 4/5 Services		

The above may be purchased from:

1. Budget Sewer

2. Barter Co Construction

3. Pape & Sons (Dig-in)

Authorized by: [Signature]

Department Head

Cost:

Bid Basis:

\$ 112,000 + Verbal Written Formal
TAX

\$ 153,000 ^{no} TAX
\$ 168,453 ^{no} Verbal Written Formal
TAX included

\$ 150,605 ^{no} Verbal Written Formal
165,816.11
with TAX

Purchase Approved by _____

City Manager

Attach written bids to this form.